

**NOTICE OF APPROVED AMENDMENT TO PROSPECTUS AND RENTAL
AGREEMENT
and
90-DAY NOTICE OF CHANGE IN RULES AND REGULATIONS**

TO: Homeowners of Riverwalk North - A Senior Living Manufactured Housing Community

RE: Prospectus and Rental Agreement, and Rules and Regulations; Prospectus I.D.
Number: _____

December ____, 2020

Pursuant to Section 723.037, Florida Statutes, and Rule 61B-30.002(10), Florida Administrative Code, this serves as a notice of the prospectus and rental agreement and 90-day notice of a change in the rules and regulations for Riverwalk North - A Senior Living Manufactured Housing Community (“Community”). The State of Florida, Department of Business and Professional Regulation approved the prospectus on _____ and the rental agreement became valid on that date.

Attached is a complete prospectus approved by the Department of Business and Professional Regulation. A copy of the Prospectus is available in the management office.

PROSPECTUS

RIVERWALK NORTH – A SENIOR LIVING MANUFACTURED HOUSING COMMUNITY

1. THIS PROSPECTUS CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND YOUR FINANCIAL OBLIGATIONS IN LEASING A MANUFACTURED HOME LOT. MAKE SURE THAT YOU READ THE ENTIRE DOCUMENT AND SEEK LEGAL ADVICE IF YOU HAVE ANY QUESTIONS REGARDING THE INFORMATION SET FORTH IN THIS DOCUMENT.
2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE LESSEE SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS AND SALES MATERIALS.
3. ORAL REPRESENTATIONS SHOULD NOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE COMMUNITY OWNER OR OPERATOR. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.
4. UPON DELIVERY OF THE PROSPECTUS TO A PROSPECTIVE LESSEE, THE RENTAL AGREEMENT IS VOIDABLE BY THE LESSEE FOR A PERIOD OF 15 DAYS.

PROSPECTUS FOR
RIVERWALK NORTH – A SENIOR
LIVING RESORT
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I. COMMUNITY NAME AND ADDRESS

RIVERWALK NORTH – A SENIOR LIVING RESORT

_____Angler Drive

Freeport, Florida 32439

II. RECEIPT OF NOTICES AND DEMANDS

The following person is authorized to receive notices and demands on the Community

Owner's behalf: Robert E. McGill, III, Community Manager

Riverwalk North – A Senior Living Resort

_____Angler Drive

Freeport, FL 32439

III. DESCRIPTION OF THE COMMUNITY PROPERTY

A. Lot Sizes

Phase I contains 131 manufactured home lots which vary in size from approximately 40 ft. x 75 ft. in size to _____ ft x _____ ft.

B. Set-back and minimum separation distance requirements

There are several requirements of law with respect to how far each manufactured home in the Community and its supporting facilities (for example, a carport) can be located to other manufactured homes, supporting facilities and structures in the Community.

The State Fire Marshal has established minimum separation and set-back requirements, as follows:

Pursuant to Rules 69A-42.005 and 69A-3.012, Florida Administrative Code, the State Fire Marshal has adopted NFPA 501A (2003) for manufactured housing communities. This code set forth minimum separation requirements between manufactured homes as follows:

Fire Safety Separation Requirements:

6.2.1.1. No portion of a manufactured home, excluding the tongue, shall be located closer than 3 m (10 ft) side to side, 2.4 m (8 ft) end to side, or 1.8 m (6 ft) end to end horizontally from any other Manufactured home or Community building unless the exposed composite walls and roof of either structure are without openings and constructed of materials that will provide a I-hour fire resistance rating or the structures

are separated by a I-hour fire-rated barrier.

SUMMARY TO BE PREPARED BY REM, III

C. SHARED FACILITIES

The maximum number of lots that will share the facilities within the Community is 230. The members of the Community will share the Riverwalk Amphitheatre/park and the Riverwalk boardwalk and dock shown on the attached Exhibit A.

IV. RECREATIONAL AND COMMON FACILITIES

The recreational and common facilities of the Community are as follows:

A. BUILDINGS

1. Clubhouse
2. Office
3. Community Center Phase 2-to be located on the west side of Angler Lake

B. SWIMMING POOLS

One located adjacent to Angler Lake

C. OTHER FACILITIES AND PERMANENT IMPROVEMENTS

Angler Lake and Beach

Pedestrian Nature walk

Boatramp (Phase 2)

D. PERSONAL PROPERTY

None

E. DAYS AND HOURS OF OPERATION

Seven days per week

1. Clubhouse and pool – 5:30 a.m. to dark
2. Community Center – 8:00 a.m. to 8:00 p.m.

F. FUTURE IMPROVEMENTS

All facilities in Phase 1 have been completed as of the Filing Date. The Owner reserves the right from time to time to alter or change any of such facilities or property by the removal, relocation or alteration of existing facilities and property or the construction of new facilities. No assurance is given that any of the foregoing facilities or property will remain available for the residents' use for any specified period after the Filing Date.

V. COMMUNITY MANAGEMENT AND MAINTENANCE

The management of Riverwalk North – A Senior Living Resort is the responsibility of the Community Manager. The Community Manager's office is located at the Office, which is located

at the intersection of Angler Drive and Marquis Way. All questions and problems concerning community operations should be directed to the attention of the Community Manager.

The maintenance and operation of the Community property is also the responsibility of the Community Manager. Any problems which arise concerning Community property should be directed to the attention of the Community Manager.

The Owner may from time to time employ such additional maintenance personnel as the Owner may deem necessary or appropriate to properly maintain the Community. The Owner reserves the right, upon 90 days prior written notice to each owner of a Manufactured home located in the Community, to increase, reduce, eliminate or modify from time to time any or all of the services that are provided by the Community.

VI. MANUFACTURED HOME OWNER REQUIRED IMPROVEMENTS

A description of all improvements, both temporary and permanent, which are required to be installed by the manufactured home owner on the manufactured home lot as a condition of his occupancy in the Community, is as follows:

All manufactured homes will be under-skirted within sixty (60) days after arriving in the Community. Style and type of under-skirting will be approved by management prior to installation. All manufactured homes will be

All required improvements must meet specifications as established by the Community Owner. Current specifications are available from the Community Manager's office.

Tenants assuming the remaining portion of a rental agreement as prescribed by Section 723.059(3), F.S., will be required to upgrade the manufactured home they are purchasing from the original tenant. The assuming tenant will be required to install improvements subject to the same terms and conditions of the Prospectus or offering circular as delivered to the initial recipient.

In general, and except as expressly provided to the contrary in this Prospectus, each owner of a manufactured home in the Community is responsible for the maintenance and repair of his or her manufactured home, manufactured home lot, and all improvements thereon (including landscaping).

The manufactured home owner may also be required to bear, in the form of increases in the lot rental amount, the costs incurred by Owner in installing capital improvements or performing major repairs in the Community. However, pursuant to Section 723.011, F.S., a tenant of the Community as of **June 4, 1984**, may not be required to install permanent improvements.

VII. UTILITIES AND OTHER SERVICES

The manner in which utility and other services will be provided and the person or entity furnishing those services is as follows:

I. Water Service

Water is provided by the City of Freeport. It is billed directly to the manufactured home owner. Responsibility for water mains, up to and including the water meter at the manufactured home, is the responsibility of the City of Freeport. Water lines from the meter to your home is the manufactured home owner's responsibility.

2. Sewage Disposal Service

Sewage disposal is provided by the City of Freeport and billed to the manufactured home owner with the water bill. Responsibility for sewer lines within the Community up to the stub out at the lot is that of the City of Freeport. The in-ground connection and the lines to and including the manufactured home lines are the manufactured home owner's responsibility.

3. Waste Disposal Service

Waste disposal is provided by the Community through **Waste Management**. The cost of providing waste disposal service is included in the base rent.

As of the Filing Date, the Community does not separately bill the manufactured home owners for the waste disposal services provided by the Community and charges for waste disposal from the entity providing waste disposal service are billed in a lump sum to the Community and not separately billed to the manufactured home owners. However, the Owner reserves the right, upon 90 days prior written notice to each owner of a manufactured home in the Community, to (i) charge each manufactured home owner separately for the waste disposal services provided by the Community and by the entity providing waste disposal service through an equitable apportionment of the cost of such services, or (ii) discontinue the provision of waste disposal services by the Community and cause each manufactured home owner to be separately billed for waste disposal services either by an equitable apportionment of the waste disposal service charged to the Community or by direct billing from the company or companies providing such services, or by both such apportionment and such direct billing.

4. Cable TV

Cable TV is provided by Cox Communications and is entirely the manufactured home owners' responsibility.

5. Storm Drainage

Storm drainage is by natural runoff. The cost of providing and maintaining the storm drainage system is included in the base rent.

6. Electricity

Electricity is provided by CHELCO. It is billed directly to the manufactured home owner and is the owner's sole responsibility. CHELCO is responsible for the electric lines to the meter, including the meter. The Community Management is responsible for the electric meter box and the main breaker. Electrical lines to the manufactured home or any other connection outside the manufactured home, including utility shed connections and outside receptacles are the manufactured home owner's responsibilities.

7. Gas

Okaloosa Gas shall be the provider for gas services. The _____ shall be installed and maintained by the Manager. The manufactured home owner shall be responsible for the balance of the connection and cost.

8. Changes to Utilities and Other Services.

The description of the utilities and other services set forth above reflects the manner in which such services are provided and charged, and the parties responsible for the maintenance of the facilities necessary to provide such services, as of the Filing Date. The Owner reserves the right, upon 90 days prior written notice to each owner of a manufactured home in the Community, to discontinue the provision or maintenance of any utility or other service described above that is presently provided and/or maintained by the Community, so long as such discontinued service or utility is replaced by a comparable service or utility. In the event of such discontinuation and replacement, the manufactured home owners within the Community may be: billed separately for utilities or services that are billed to the Community as of the Filing Date and/or may become responsible for the maintenance of utility facilities that are the responsibility of the Community as of the filing date.

VIII. INCREASES IN RENT AND OTHER CHARGES

Lot Rental Amount

The manufactured home owner will be responsible for payment of rent, special use fees, assessments and other financial obligations, as follows:

A. Rent:

The base rent for your lot is \$ _____ per month, and will be in effect from _____, 2020 through _____.

B. Special Use Fees:

Other fees, charges, and assessments that the homeowner is responsible for are:

1. **Entrance Fee: \$500.00.** This fee will be imposed on all new manufactured homes

placements in the Community. However, no entrance fee may be charged by the Community Owner to the purchaser of a manufactured home situated in the Community that is offered for sale by a resident of the Community.

2. **Late Charge: \$25.00.** If rent is not paid by the 5th of the month and \$5.00 for each additional day the rent is past due.
3. **Returned Check Charge: \$25.00**
4. **Guest Fee: \$300.00** per month per person. This fee will be assessed only if your guest's visit exceeds thirty (30) days per year or fifteen (15) days consecutively.
5. **Maintenance: \$(ACTUAL COSTS AND EXPENSES INCURRED)** per month. This fee will be assessed in accordance with and as described in the Rules and Regulations attached hereto.
6. **Holdover lessee: \$(AS DETERMINED BY THE COURT)** per day liquidated damages.

C. Government and Utility Charges:

The manufactured home owner will be responsible for payment of government and utility charges charged to the Community Owner by state or local government or utility companies. Certain government and utility charges may be assessed more often than annually and will be assessed to the manufactured home owner on a pro rata basis. The pro rata share will be determined by dividing the number of manufactured home spaces leased by a resident by the total number of leased manufactured home spaces in the Community. However, the Community Owner reserves the right to recoup those costs in the form of future rent increases.

D. Assessments:

Annual assessments may be imposed in addition to the base rent, based on increased costs to the Community Owner as set forth in the section on increases in lot rental amount of this Prospectus. The annual assessment will be imposed for a limited time period, as set forth in the notice of assessment. The notice of annual assessment will be delivered 90 days prior to the effective date of the assessment. To the extent a particular increase in cost is used as a basis for the imposition of an annual assessment, that cost will not be used as a factor for determining increases in lot rental amount for the period during which the assessment is to be imposed.

E. Generally:

The costs of all other services required by the resident are solely the residents responsibility.

The dollar amounts set above represent only the amounts charged for each rental category on the Delivery Date. As disclosed in this Prospectus, such amounts are subject to increase.

Wherever "0" appears above a blank for the amount charged for any rental category described above, it means that charges for that rental category are not imposed by the Owner on the Delivery Date. The amount of those charges may be increased as described in this Prospectus.

Nothing in this Prospectus shall be deemed a waiver of the Owner's right to collect from the Manufactured home owner any damages that the Owner may sustain as a result of or in connection with a tortuous act, neglect or breach of lease by the Manufactured home owner or anyone permitted to be on Community property by the Manufactured home owner.

F. Increases in lot rental:

The manner, in which lot rental will be increased, is as follows:

1. Definitions: As used in this Section VIII:

a. "Lot rental" means all financial obligations, except user fees which are required as a condition of the tenancy. Such sums include any and all rents, special use fees, installation and set-up charges, and other fees, charges and assessments imposed by the Owner.

b. "Special use fees" mean those separately itemized amounts for specific services or privileges which are charged in addition to rent, including, but not limited to, such charges as guest fees, pet fees and entrance fees.

c. "Government and Utility charges" are defined as those amounts, other than special use fees, which may be itemized and charged separately from the base rent and which represent the Manufactured home owner's share of costs charged to the Community Owner by any state or local government or utility company.

2. Notice of Increase: The Manufactured home owner shall be notified of any increase in the lot rental amount at least 90 days prior to the effective date of such increase.

3. Lot Rental Amount: Categories of Charge:

4. Current Lot Rental Amount: A description of each category of charge comprising a part of the lot rental amount as of the date this Prospectus was delivered to the Manufactured home owner (the "Delivery Date"), and the dollar amount of each such charge as of the Delivery Date, is set forth above.

5. Lot Rental Amount-Increases:

a. **General:** The lot rental amount is subject to periodic increases by the Owner. However, except for increases resulting from the imposition of certain government and utility charges, the lot rental amount will not be increased more frequently than annually, except for initial tenancies" which commence after the beginning of the annual rental term.

b. **Factors Affecting Increases:** The factors affecting the amount of increases in the lot rental amount may include Increased Costs, Prevailing Market Rent, Prevailing Economic Conditions, and any other of the factors set out below, each determined and evaluated by the Owner at or prior to the time of furnishing notice of any increase in the lot rental.

6. Factors which may affect the level of increases in lot rental are as follows:

a. Water rates

b. Sewer rates

c. Electricity rates

d. Waste disposal

e. Maintenance costs

f. Management costs

g. Property taxes

h. Major repairs or improvements. However, pursuant to Section 723.011, F.S., a tenant of the Community as of _____, may not be required to install permanent improvements.

i. Increased costs, which refers to any increases experienced by the Owner since the delivery of notice of the last increase in the lot rental in the total costs arising out of the ownership, operation and management of the Community. All present and future operating expenses and other charges of every kind and nature may be taken into account in determining the total costs, and such expenses and charges may include, but not necessarily be limited to:

i. The costs of all insurance carried by Owner with respect to the Community;

ii. The cost of general repairs, maintenance and replacement;

iii. The cost of janitorial services, security, cleaning, window washing and pest control;

iv. The cost of redecorating, renovating and landscaping the common facilities or areas in the Community, and of stripping, patching and repairing any roadways, vehicular parking areas or storage areas in the Community;

v. The costs of obtaining utility services, including water, sewer, electricity, gas and waste disposal;

vi. The cost of providing heating, ventilating, sewage and waste disposal, air-conditioning, and any other service attributable to the operation of any recreational building or other common area or facility in the Community;

vii. Reasonable salaries and other remuneration and compensation paid to persons or firms engaged in operating, managing, repairing, maintaining or administering the Community;

viii. Reasonable management fees paid in connection with the operation and management of the Community, including any such fees paid to Owner or any affiliate of Owner;

ix. The cost of capital improvements or major repairs made in or for the benefit of the Community, and for the funding of any reserves for capital improvements or repairs. However; pursuant to Section 723.011, F.S., a tenant of the Community as of **June 4, 1984**, may not be required to install permanent improvements.

x. Rents and additional rents payable under any ground lease;

xi. License fees permit fees and other fees and charges payable to the State of Florida or any agency or municipality thereof.

j. Prevailing Market Rent: Refers to the lot rental amount imposed in manufactured home community comparable to this Community, or the lot rental amount willingly paid from time to time by new residents of this Community. A Community will be deemed comparable if it is located in the same general vicinity as this Community, and offers similar densities, amenities and services.

k. Prevailing Economic Conditions: are intended to refer to those factors which bear on

the economic viability of a real estate investment and which would be considered by a prudent businessman in establishing the base rent and other charges or any increase in the amount thereof. These factors may include: (1) the costs attendant to the replacement of this Community in the economic environment existing at the time of any lot rental amount increase, including land acquisition costs, construction costs, and losses associated with the operation of a Community prior to full occupancy. And the level at which the lot rental amount must be established in order that the Community Owner will realize a reasonable return on the costs referred to in this clause (1); (2) the level of interest rates and other financing charges associated with construction, interim and permanent financing; (3) the availability of alternative forms of real estate investments which, absent the rental increase in question, might reasonably be expected to yield a greater return on investment capital; (4) the levels of the Consumer Price Index, defined as the United States Department of labor, Consumer Price Index, U.S. City Average: All Urban Consumers, 1967 = 100, or, in the event of the discontinuation of publication of the Consumer Price Index, then an alternative index which has been reasonably related to the Consumer Price Index in evaluating economic conditions, and which has been, or can reasonably be expected to be, generally accepted as a replacement index for the Consumer Price Index; (5) the level at which the lot rental amount must be established in order that the Owner will realize a reasonable return on the "Owners Equity"; for this purpose, the "Owner's Equity" refers to the fair market value of the Community from time to time, less existing mortgage indebtedness; (6) other economic factors which might reasonably be expected to affect either the value of the Community, the rate of return available to the Owner of the Community at the existing level of lot rental amount, the present value of the real estate investment in the then current economic conditions, and which would be taken into consideration by a prudent businessman in considering the amount of lot rental amount increase required in the Community in order to realize a rate of return similar to other at risk real estate ventures from the then current value of the Community.

l. Professional fees: including but not limited to, fees to accountants, attorneys, engineers, architects and consultants, employed to assist in the operation, management, development, and administration of the Community, including all costs of litigation.

m. Government and utility charges: The Manufactured home owner will be responsible for payment of those charges to the Community Owner by state or local government or utility companies. Charges by state or local government or utility company will only be used as a factor for future lot rental amount increases to the extent those charges are not directly charged more frequently than annually.

n. The Manufactured home owner may also be required to bear, in the form of increases in the lot rental, the costs incurred by Owner in installing capital improvements or performing major repairs in the Community. However, pursuant to Section 723.011, F.S., a tenant of the Community as of June 4th 1984th may not be required to install permanent improvements.

o. Costs incurred as a result of actions by state or local government or utility company.

p. Additional Considerations

The reasons for the increase in lot rental amount and charges will be set forth in the notice of increase. Only those factors set forth in the notice will be relied upon by the Community Owner as justification for the rent increase.

The Community Owner reserves the right to amend this Prospectus or any Exhibit thereto from time to time to the extent permitted by law to conform with changes in relevant statutory provisions or changes in relevant rules of the Department of Business Regulation, or any other agency having jurisdiction over the operation of this Manufactured home Community.

The sections above are intended only to provide the Community resident with a listing of factors

which may be considered by the Owner in whole or in part in establishing the amount of increase in lot rental.

An increase in one or more of the above-described factors may result in an increase in the Manufactured home owner's rent or other charges.

Tenants assuming the retaining portion of a rental agreement as prescribed by §723.059(3), F.S., are hereby notified that upon the expiration of the assumed rental agreement, the Community Owner expressly reserves the right to increase lot rental amount in an amount deemed appropriate by the Community Owner with such increase being imposed in the manner disclosed in the Prospectus delivered to the initial recipient. The increased lot rental amount must be disclosed to prospective tenant and agreed to in writing.

IX. USER FEES

The homeowner is responsible for the payment of user fees if the homeowner agrees to the provision of services for such fees by the Community Owners.

“User fees” are defined as those amounts charged in addition to the lot rental amount for nonessential optional services provided by or through the Community Owner to the manufactured home owner under a separate written agreement between the manufactured home owner and the person furnishing the optional service or services.

There are no current user fees charged in the Community.

X. COMMUNITY RULES AND REGULATIONS

A. Current Community Rules or Regulations

The current Community Rules and Regulations governing manufactured home owners' behavior, guest procedures, time for using recreational and other facilities and any other rules, is attached as Exhibit A. These Rules and Regulations were promulgated prior to the effective date of the Florida Manufactured Home Act, which made several changes to the laws of the State of Florida governing Manufactured Home Communities. Accordingly, several provisions of the Rules and Regulations attached to this Prospectus as Exhibit A may need to be revised to” conform to existing law.

To the extent the current Rules and Regulations are inconsistent with existing law, they are, invalid.

B. Changes in Rules and Regulations

The Community Owner shall give written notice to each manufactured home owner at least ninety (90) days prior to any change in Rules and Regulations. Rules adopted as a result of restrictions imposed by governmental entities “and required to protect the public health, safety, and welfare may be enforced prior to the expiration of the ninety (90) day period.

XI. COMMUNITY ZONING

There are no zoning regulations applicable to this Manufactured Home Community.

The Community Owner has no definite future plans to seek a change in the use of land comprising the Community.

XI. EXHIBITS

The following exhibits are required attachments to this Prospectus.

Exhibit A – Rules and Regulations

Exhibit B – Layout of the Community

Exhibit C – Community Guidelines

Exhibit D – Rental Agreement

Exhibit E – Easements – other recreational uses

EXHIBIT “A”

RULES AND REGULATIONS

RIVERWALK NORTH RULES AND REGULATIONS

We want Riverwalk North to be more than just a community; we want it to be a whole new happy way of life. Careful planning and quality workmanship have been poured into an environment for your home and family of which you can be proud. From this point on, your help is needed. This new neighborhood can be only as great as each of us makes it.

In pursuing this end, we ask that each inhabitant of Riverwalk North adhere to the following rules. Every one of them has the sole purpose of insuring your own "new and happy way of life".

GENERAL

1. No peddling, solicitation, or commercial enterprises are allowed without permission from the management, except for the tenants right to canvass pursuant to Section 727.054, F.S.
2. The use or display of any weapon or fire arm is prohibited.
3. Radio, television, phonograph, musical instruments, (etc.) must not be played at such volume as to disturb neighbors.
4. Residents must comply with all applicable laws, ordinances, and regulations of State and County.
5. Each resident is responsible for the conduct of guests and their adherence to the Rules and Regulations.
6. When absent for extended periods, residents must notify the office of departure and expected return.
7. The Manufactured home and personal property located on the premises above-described, shall be at the risk of the Tenant(s) or owner thereof; this includes the risk of loss, damage, or injury from golfing activities on adjacent properties. The Community Owner shall not be liable for any loss, damage, or injury to the Tenant(s) or to any other occupant, guest or invitee, nor for any loss, damage, or injury to any leased property or any other personal property located thereon; irrespective of how such loss, damage, or injury may be caused, whether from action of the elements, acts of God, acts of negligence, or acts of any other nature by other tenants, residents, or occupants in the Community or any other occupants of adjacent properties, whatever their identities. Tenant(s), resident, or occupant does hereby indemnify and hold harmless the Community Owner, its affiliates, officers, directors, employees, assigns, and agents from any loss, cost, damage, or expense arising out of any claim or cause of action asserted by any person because of any loss of, or damage or injury to; the person or property of any person caused by any act, default, or neglect of any home owner, resident, or occupants in the Community or any occupants of adjacent properties, whatever their identities.

The management shall not be liable for any damages occasioned by failure to keep the premises in repair, and shall not be liable for any damage due or occasioned by plumbing gas, water, steam or other pipes or sewage, or the bursting, leaking or running of any pipe, tank, washstand, water closer or waste pipe, in above, upon or about said space or premises, nor for any damage occasioned by water coming through or being upon the space or premises, nor for any damage arising from acts of neglect of co-residents or other occupants of the premises, or for any residents, occupants, or owners of adjacent or contiguous spaces or property. Resident shall pay for any expense occasioned by the stoppage of waste pipes or overflow of water caused by the tenant and for any and all damages not occasioned by reasonable wear and tear.

8. To continually strive for the finest possible community, these Rules and Regulations may be subject to alteration from time to time, but Lessee will be given ninety (90) days written notice prior to effective date of changes.

RESIDENCY

I. An application for residency must be completed and approved, a Prospectus delivered, and a copy of the Rules and Regulations and a Rental Agreement signed, prior to: (i) residing in a Manufactured home within the Community; (ii) arrival of the resident's Manufactured home in the Community; or (iii) the transfer of title upon sale when the prospective resident wishes to occupy a home that is already located in the Community.

2. The Community Management reserves the right to: (i) refuse admittance to anyone who purchases or otherwise receives title to a Manufactured home unless approved pursuant to paragraph 2.1;

(i) refuse to accept further lot rental amount payments and terminate the Rental Agreement of anyone who, after proper notice pursuant to Chapter 723.061, Florida Statutes, fails to comply with these Rules and Regulations (see rule re: Eviction, for further information); and (iii) refuse admittance to any applicant for any reason not prohibited by law.

3. The principal resident of each Manufactured home in the Community must be its legal owner. Each additional occupant of the home must be approved for residency by Community Management, and each person over the age of 18 must sign a copy of the Rules and Regulations and the Rental Agreement prior to residing in the home. Any increase in the number or exchange or substitution of persons in a home must have Community Management's prior written approval.

4. In considering the application for residency, approval by non-discriminatory qualifications will be considered by using the policies governed by the Manufactured Housing Institute, in that all applicants are required to have two years of verifiable Landlord or Mortgage references. All Applicants are required to have a U.S. state or U.S. government-issued form of identification. All Applicants are required to have verifiable income, which equals at least three times their monthly housing costs. (Monthly housing costs include house payment, lot rental amount, insurance and utilities.) All Applicants are required to provide proof of ownership and proof of insurance for their home(s) and motor vehicle(s). Once approved, all Applicants will be required to submit a copy of the title transfer application on the home, indicating the title has been transferred to the Applicant's name and meet the other requirements of Rule 2 above.

5. Factors that may be considered in review of an application for residency:

- a. Credit rating by individuals or businesses having credit experience with tenant or by credit bureau report.
- b. Reports from previous landlords and current landlord.
- c. Report of employer as to veracity, trustworthiness and character.
- d. Tenant must provide copy of Title, Bill of Sale, Contract of other written evidence showing ownership of the Manufactured home to be located in the Community, and the name, address account number and telephone number of any lien holder.

6. Grounds for denial of residency in the Community. Denial may result because of the existence of any of the following items, but is not limited to such items:

- a. Falsification of information on application.
- b. Refusal to provide requested information, i.e. social security number and valid driver's license.
- c. Conviction, plea of guilty or nolo contendere, whether or not adjudication was withheld, of a felony under the law of any state, or the United States or conviction or violation of the laws or ordinances of any state, or the United States or any county, municipality or local governmental entity which would have endangered the life, health, safety or property of the Residents of the Community or interfered with the peaceful enjoyment of the Community by its Residents.
- d. Unfavorable credit information.
- e. Unfavorable report of present or previous landlord
- f. Unfavorable report of employer.
- g. Lack of showing of ability to meet financial obligations to the Community.
- h. Home to be located in Community not in compliance with the Community's requirements.
- i. Home to be located in Community is over 5 years old, may be waived by Community Management upon inspection and approval.
- j. Exhibiting attitude to Community management that the rules and regulations of the Community will not be respected and followed by applicant.
- k. Refusal to sign Community lease or rental agreement.

1. Refusal to pay a financial obligation if disclosed pursuant to section 723.035(2), Florida Statutes, and uniformly charged by the Community to incoming tenants:

m. Refusal to read and accept these Rules and Regulations.

n. If required by these Rules and Regulations, failing to qualify as a single family, having too many persons, or a pet that does not qualify.

o. Failing to provide proof of ownership of the manufactured home and the information regarding any lien holder.

PAYMENTS, FEES AND CHARGES

1. Payments: All rents must be paid monthly and are due on the first day of the month. Rents are delinquent and subject to a late fee if received after the fifth day of the month. Payments are collected in the community office during posted office hours and must be payable in U.S. funds.

2. NSF Checks: Only cash, money orders, or cashier's checks will be accepted from any resident who has twice written checks on insufficient funds.

3. All fees, charges and assessments are set forth fully in the Prospectus and Rental Agreement.

MANUFACTURED HOMES AND SPACES

1. Destruction of Home: Should the home be destroyed by fire, windstorm, an act of God, or by any other means, the Home Owner must remove the salvage from the home site within thirty (30) days from the date of such event, or from the date of mailing of written notice from Community Management to Home Owner to remove same, whichever is earlier.

2. Each resident is responsible for the upkeep and maintenance of his home, lot, and lawn. All homes, carports, sheds, or any other items placed on a home site by Resident, must be maintained in a clean and orderly manner. Damaged areas or poorly painted areas of the home and accessory buildings must be repaired or repainted. The Community Manager reserves the right to require repairs, repainting or other maintenance that is needed to maintain Community Standards.

The home site must be kept clean, orderly, and free of litter and debris. Resident must maintain lawn, trees, and shrubbery thereon including mowing, trimming, edging, weeding, and the general care thereof. Trimming and maintenance of trees, shrubs and other vegetation located on the manufactured home lot which can be done using common household hand and power tools (including but not limited to shovels, rakes, handsaws, limb saws, power hedge trimmers, clippers, lawn mowers, hoes, loppers, axes, etc.) shall be performed by Resident at Resident's sole expense. Maintenance which is to be performed by Resident using such tools includes small limb (up to four inches in diameter) removal or trimming within 15 feet or less from the ground;

small tree (less than 10 feet in height or 4 inches in diameter at chest height) removal or trimming; fertilizing; root trimming or removal; leaf raking and removal; and damage or disease repair or treatment as may be performed through the use of commonly available commercial products, chemicals or materials. For purposes of this rule, any tree the trunk of which is entirely within the boundary of Resident's lot is considered to be "on the manufactured home lot." Any tree, the trunk of which is on a boundary line of Resident's home site, is the shared responsibility of the adjacent Resident (if the trunk is located on a shared boundary line between two manufactured home lots) or of the Community Owner (if the trunk is on a boundary line separating Resident's lot from a common area of the Community or from an unoccupied lot).

If, after proper notice and an opportunity to take corrective action, the Resident fails to properly maintain the home or home site to Community Standards, then Community Management may have the necessary work performed and charge the Resident the actual costs and expenses incurred. The Community is not responsible for damage to homes or home sites resulting from acts of nature.

2. Residents shall permit the management to enter the rental space at all reasonable times for the purpose of inspecting, maintaining or making repairs, alterations or additions to any portion of said space, including erection of such scaffolding, canopies, fences, and props as may be required, without any rebate of rent, but not in such manner or at such time as to interfere unreasonably with the Manufactured home owner's quiet enjoyment of the lot.

3. Lawn care equipment, tools, toys, and other equipment must be stored out of sight when not in use. No articles are to be stored beneath manufactured homes or on patios; this requirement is to avoid fire hazards and to promote safety.

4. Any recreational or accessory vehicle shall be stored only in designated areas by arrangement with the management.

5. Any significant changes to the lot such as landscaping, additions to the Manufactured home, etc., must be approved in advance by the management. No fences or similar structures are permitted. Window type air conditioners may not be installed. Oil tanks or other unattractive appurtenances are not permitted.

6. No signs other than the "For Sale" signs and those approved by the management are permitted. A "For Sale" sign may be placed in the window of the Manufactured home. The sign may be no larger than 10" x 12". No yard signs are allowed.

7. Each resident must furnish his own garbage can and use plastic bag liners. All garbage and trash must be deposited in the dumpsters provided by the Community. Disposal of sanitary napkins, items of rubber, cloth, plastic, etc., in toilets is strictly forbidden. Do not pour grease down drains.

8. Electricity is supplied by CHELCO whose office is in Freeport. A meter deposit is required and the power company bills each resident direct.

9. Water and sewer is supplied by City of Freeport whose office is in Freeport. The company bills each resident direct.

10. Gas: There are several propane companies in the Okaloosa County area. Only the 120-gallon tank will be used in the Community. Portable bottles will not be used.

11. No antennas or outdoor reception devices shall in any way be attached to or protruding from any Manufactured home or Manufactured home site, except small DBS satellite dishes less than one meter in diameter (39 inches) and broadcast TV antennas (over-the-air and multi-channel multipoint antennas). All other outdoor reception devices are prohibited. Further, any equipment that interferes with neighboring reception is prohibited. Prior written permission from Community Management must be obtained before installation of any kind of approved outdoor reception device (DBS satellite dish or broadcast TV antenna) to ensure that the device is located in conformance with the aesthetic standards of the Community.

To maintain an attractive community, satellite dishes or broadcast TV antennas must be installed in an inconspicuous location on the rear of the home or in a location that is not visible from the street. If such placement sufficiently impairs the quality of reception, the dish or antenna may be installed on the home or home site in the most inconspicuous location possible and must be attractively landscaped and shielded from view to the greatest extent feasible. However, due to concerns over possible damage to underground utilities, prior written approval from management is required for the placement of a satellite dish or broadcast TV antenna on the home site. Resident is prohibited from installing satellite dishes or broadcast TV antennas outside the Resident's home site.

12. Under-skirting: All Manufactured homes will be under-skirted within sixty (60) days after arriving in the Community. Style and type of under-skirting will be approved by the management prior to installation. Such skirting must be maintained in good appearance and repair. The skirting must contain an access panel to insure access to the crawl space beneath the home; otherwise, the skirting must be completely closed so as not to allow vermin or larger animals under the home.

RENTALS

1. Subletting of homes or lots is not permitted. All persons who are not specifically named in the Rental Agreement are considered as guests. (See Rule re: Residency) A guest is a person whose stay does not exceed fifteen (15) consecutive days or thirty (30) total days per year. The home owner may be subject to fees for any person(s) staying longer than these periods.

Guests are entirely the responsibility of their resident hosts and must comply with these Rules and Regulations. Guests who are unruly or who create disturbances will be asked to leave.

2. Any sales tax on rentals, required by State or local law, may be added as a pass-through to your rent.

VEHICLES

1. Adherence and compliance to proper security is required.

2. Speed Limit: The speed limit must be observed at all times. Please obey signs at intersections and be particularly alert for children and bicycle traffic

1. Vehicles: Operators of all motorized vehicles within the Community must have a valid operator's license. Excessive noise from motor bikes, go-carts, motorcycles, or any similar vehicles is prohibited. Management reserves the right to ban such vehicles if noise levels disturb the peace and tranquility of the Community.

2. Vehicle Repairs: Only minor motor vehicle repairs may be made on personal vehicles at resident's space. Motor vehicles not in operating condition or without current license plates are not allowed in the Community for more than 24 hours. Vehicles in violation will be towed away and vehicle owner will be responsible for any fees charged by the towing company. Major repairs to vehicles, such as the removal of engines, transmissions, or other major mechanical repairs, will not be permitted on the lot, carport, street, or parking areas. Painting of vehicles or other equipment in the Community is prohibited.

3. Street parking: Streets are Fire Lanes. No parking is permitted on the streets which must be kept clear to allow passage of emergency vehicles.

4. Parking Spaces: Parking more than two vehicles at a residence is not allowed unless adequate parking space is available. Residents and/or their guests will not be permitted to Community on lawns or any other area of the Community that is not specifically marked to provide for vehicle parking. A resident will be allowed to Community in another resident's driveway or carport only when written permission has been received and filed with the Community Manager. No boats, boat trailers, travel trailers, campers, RV's, or similar units are allowed on lots.

5. Guest parking: It is the resident's responsibility to ensure that their guests are parking properly.

PETS

1. Pet Registration: Prior written approval from Community Management must be obtained as to any pet which is to reside in the Community, and such written approval must be obtained prior to the time the pet is actually brought into the Community. No more than two (2) generally accepted domestic pets which have been approved and registered by the Community Manager are allowed per household. To be approved, the pet must be an inside pet of small size, weighing under 25 pounds at maturity, and a true household pet. Certain breeds of dogs, including, but not limited to Doberman Pinschers, German Shepherds, Rottweilers, all bulldog breeds (including pit bulls), wolf breeds, and chows are not permitted in the Community due to their size and/or aggressive natures. Pets existing in the Community on the effective date of these Rules and Regulations must be registered with Community Management. Such pets that do not meet the requirements stated above, shall be allowed to stay in the Community as an exemption to this rule as long as the remainder of the pet rules are complied with.

2. Leashes: Pets must be kept inside the home or on a leash accompanied and supervised by the resident at all times. While the pet is outside, resident shall be responsible for any clean-up needed, including clean-up on Residents lot.

3. Collars/Vaccinations: Pets must wear necessary registration from the appropriate

governmental agency and must obtain all required vaccinations

4. Pet Removal: Any pet not properly registered must be removed from the Community. If the Community Manager finds the conduct of a pet to be dangerous or bothersome to other residents or the resident owner fails to perform the required clean-up after the pet, the pet's registration will be terminated and the pet must be removed.

5. Cancellation of Pet Privileges: Should pet management become a problem in the Community, the Community Manager reserves the right to refuse admission to all further new and/or replacement pets.

RESIDENT AND GUEST CONDUCT

1. Noise or conduct that Community management finds objectionable, that disturbs the peaceful enjoyment of the Community by others, is deemed a nuisance to other Residents, that materially interferes with Community Management's operation of the Community or that constitutes a breach of the peace is prohibited. Loud noises, annoying parties, yelling, screaming, abusive or profane language shall not be permitted at any time in the Community. Such noise or use of profanity outside of the manufactured home or inside the manufactured home if audible outside the home, is not permitted in the Community. All Residents and their family members, invitees, and guests must conduct themselves in an orderly fashion and must ensure that they behave in such a manner as not to annoy, disturb or interfere with other occupants of the Community. Written complaints filed with the Community management by other Residents concerning noise or disturbances caused by another Resident or such Resident's guests shall be considered as evidence of a violation of these rules.

2. Residents and those persons residing with Resident shall not allow anything to be done on the Residential lot or in the home, including the operation of any equipment or machinery, that may result in serious property damage to the home, residential lot or Community in which the home is located or that is disturbing to other Residents. Residents and those persons residing with Residents shall not allow any activity that may constitute or create a liability on the part of the Community Owner or interfere with the quiet enjoyment of other Residents.

3. No alcoholic beverages may be used or consumed on or in any common area of the Community.

4. Residents will be held responsible for their guests' conduct. Neither Residents nor their guests may sleep in vehicles.

5. Illegal drugs are strictly prohibited and will not be permitted.

6. Criminal activity in Community is strictly prohibited and will not be permitted.

a. Resident, members of Resident's household, guests or other persons under Resident's control or on the lot with Resident's permission or consent, shall not engage in criminal activity, including drug-related criminal activity, anywhere in the Community. "Drug-related activity" means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use a controlled substance, as such term is defined by applicable laws.

b. Resident, members of Resident's household, Resident's guests or other persons under Resident's control or on the lot with Resident's permission or consent, shall not engage in any act intended to facilitate criminal activity, including drug- related activity, on or near the manufactured home, leased lot, or otherwise.

c. Resident, members of Resident's household, Resident's guests or other persons under Resident's control or on the lot with Resident's permission or consent, will not permit the manufactured home to be used for, or facilitate criminal activity on or near the leased lot or otherwise, including drug-related activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

d. Resident, members of Resident's household, Resident's guests or other persons under Resident's control or on the lot with Resident's permission or consent, shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance (as such term is defined by applicable laws), at any location, whether on or near the manufactured home, leased lot or otherwise.

e. Resident, members of Resident's household, Resident's guests or other persons under Resident's control or on the lot with Resident's permission or consent, shall not engage in any illegal activity, including prostitution, criminal street gang activity, assault (including threatening or intimidating other persons in the Community), battery, including but not limited to the unlawful discharge of firearms or use of fireworks on or near the leased lot or otherwise, or any breach of the Lease Agreement that jeopardizes the health, safety, welfare or peaceful existence of the Community Owner, Community Management, or other Residents, or involving imminent or actual property damage.

f. VIOLATION OF THIS RULE REGARDING CRIMINAL ACTIVITY IN THE COMMUNITY SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE RENTAL AGREEMENT AND SHALL CONSTITUTE GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation shall be good cause for termination of the Rental Agreement pursuant to the requirements of section 723.061, Florida Statutes. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

7. Open fires may not be built on any property within the Community.

8. The use or display of weapons in the Community by Resident(s), members of Resident's family or guests or invitees including, but not limited to, firearms, paint ball guns, air rifles, bows and arrows, slingshots, or any other type of weapon is prohibited.

9. Residents or guests shall not loiter or wander on the streets of the Community after the hour of 10:00 p.m.

RIGHTS

Community Management shall have the right of access to the resident's manufactured home to prevent imminent danger to an occupant of the home or to the manufactured home itself.

Community Management shall have the right of entry onto the lot, at all reasonable times, for purposes of repair and replacement of utilities and protection of the Community.

Specific variances to these Rules and Regulations may be granted by the Community Manager due to space limitations, design considerations, in cases where the intent of a Rule or Regulation is met but not the specific requirement, or in such other circumstances as to not disturb residents' quiet enjoyment of the Community and where the basis for the variance is deemed sufficient in the discretion of the Community Manager.

The rights of the Community Management contained herein are cumulative and failure of the Community Management to exercise any right shall not operate to forfeit any other rights of the Community Management. The failure of the Community Management to insist, in any one or more instances, upon a strict performance of any of the provisions of the lot rental agreement or rules and regulations, or to exercise any right or option contained herein, or to serve any notice, or to institute any action or proceeding, shall not be construed as a waiver or relinquishment for the future of any such provisions, options or rights, but such provisions, options or rights shall continue and remain in full force and effect. The receipt by the Community Management of any monies due hereunder, with knowledge of the breach of any Community rule or provision of the lot rental agreement, shall not be deemed a waiver of such breach, and no waiver by the Community Management of any provision hereof shall be deemed to have been made unless in a writing, expressly approved by the Community Owner, not by any agent thereof, including the Community Manager.

Community Management's acceptance of late payment(s) or partial payment in anyone or more instances shall not constitute a waiver of its right to evict for non-payment of lot rental amount in the future.

EVICITION

A manufactured home owner, tenant, occupant, or a manufactured home may be evicted from this Community only on one or more of the grounds listed in Section 723.061, Florida Statutes, or its successor statute. A summary of the applicable grounds for eviction as of the date of approval of these Rules and Regulations are:

- a. Nonpayment of Lot Rental Amount;
- b. Conviction of a violation of a federal or state law or local ordinance, which violation may be deemed detrimental to the health, safety, or welfare of other residents of the Community;
- c. Violation of a Community rule or regulation, the Rental Agreement, or the provisions of Chapter 723, Florida Statute, as prescribed by Section 723.061, Florida Statutes;

d. Change in use of the land comprising the Community, or any portion thereof from which Manufactured homes are to be evicted; or

e. Failure of the purchaser, prospective tenant, or occupant of a Manufactured home situated in the Community to be qualified as, and to obtain written approval to become, a tenant or occupant, such approval being required by these Rules and Regulations.

COMPLAINTS

Register all complaints, repair requests and maintenance problems with the office and not to any of the employees working in the Community. Please do not accept to subvert this procedure.

Complaints should be in writing and signed. Report only reasonable complaints of infractions of the "Rules and Regulations. Management shall endeavor to make corrections promptly and complainant's name shall be kept in strict confidence.

RESIDENT ACKNOWLEDGES HAVING BEEN GIVEN AN OPPORTUNITY TO READ ALL THE ABOVE RULES AND REGULATIONS, AGREES TO COMPLY WITH EACH and is in full agreement with these Rules and Regulations being an integral part of the Application for Residency and Rental Agreement between the resident and the Community Owner. Resident acknowledges that violations, infractions, breach, or default of these Rules and Regulations will be grounds for termination of resident's Rental Agreement and eviction from the Community.

PLEASE READ THESE RULES AND REGULATIONS PRIOR TO SIGNING BELOW.

EXECUTED by both parties this _____ day of _____, 2020.

RESIDENT(S):

SIGNATURE

DATE

SIGNATURE

DATE

OWNER:

BY: _____
COMMUNITY MANAGER, as Agent

DATE

EXHIBIT “B”

LAYOUT OF THE COMMUNITY

EXHIBIT “C”

COMMUNITY GUIDELINES

EXHIBIT “D”

RENTAL AGREEMENT

RIVERWALK NORTH – A SENIOR LIVING MANUFACTURED HOUSING COMMUNITY

RENTAL AGREEMENT

THIS RENTAL AGREEMENT, made and entered into on this ____ day of _____ by and between RIVERWALK NORTH – A SENIOR LIVING MANUFACTURED HOUSING COMMUNITY, hereinafter referred to as LANDLORD, _____ after referred to as TENANT(S).

WITNESSETH: That in consideration of the lot rental amount, covenants and agreements to be kept and performed by Tenant hereunder, Landlord demises to Tenant and Tenant leases from Landlord the premises subject to the terms and conditions as hereinafter set forth.

1. It is specifically understood and agreed by and between the parties hereto that this is a bona fide offer to lease for a specific term.
2. It is specifically understood and agreed by and between the parties hereto that Chapter 723, Florida Statutes, governs this Rental Agreement.
3. Landlord hereby leases to Tenant for installation thereon of Tenant's manufactured home the certain property described as _____ to be occupied solely as a private dwelling only by Tenant and Tenant's family, consisting of ____ person(s). In no event shall the total number of occupants exceed that permitted by this Agreement, Rules and Regulations of the Community, or applicable laws.
4. The term of this rental agreement shall be for a period of 12 months, commencing on the ____ day of _____ and terminating on the ____ day of _____.

Tenant's Financial Obligations

RENT:

\$_____ per month, payable in advance on the 1st day of each month.

All rental payments are payable to:

RIVERWALK NORTH – A SENIOR LIVING MANUFACTURED
HOUSING COMMUNITY

_____ Angler Drive
Freeport, FL 32439

SPECIAL USE FEES:

In addition to the rental amount, the tenant agrees to pay the following fees and charges:

1. Entrance Fee: \$500.00. This fee will be imposed on all new Manufactured home placements in the Community. However, no entrance fee may be charged by the Community Owner to the purchaser of a Manufactured home situated in the Community that is offered for sale by a resident of the Community.

2. Late Charge: \$25.00 if rent is not paid by the 5th of the month, and \$5.00 for each additional day the rent is past due.

3. Returned Check Charge: \$25.00

4. Guest Fee: \$300.00 per month per person. This fee will be assessed only if your guest's visit exceeds thirty (30) days per year, or fifteen (15) days consecutively.

5. Maintenance: \$(ACTUAL COSTS AND EXPENSES INCURRED) per month. This fee will be assessed in accordance with and as described in the Rules and Regulations attached hereto.

6. Holdover Lessee: \$(AS DETERMINED BY THE COURT) per day liquidated damages.

GOVERNMENT AND UTILITY CHARGES

The manufactured home owner will be responsible for payment and governmental and utility charges charged to the Community Owner by state or local government or utility companies. Certain government and utility charges may be assessed more often than annually and will be assessed to the Manufactured home owner on a pro rata basis. The pro rata share will be determined by dividing the number of Manufactured home spaces leased by a resident by the total number of occupied Manufactured home spaces in the Community. However, the Community Owner reserves the right to recoup those costs in the form of future rent increases or other charges.

ASSESSMENTS

Annual assessments may be imposed in addition to the base rent, based on increased costs to the Community Owner, as set forth in the section on increases in lot rental amount of this Prospectus. The annual assessment will be imposed for a limited time period, as set forth in the notice of assessment. The notice of annual assessment will be delivered 90 days prior to the effective date of the assessment. To the extent a particular increase in cost is used as a basis for the imposition of an annual assessment, that cost will not be used as a factor for determining increases in lot rental amount for the period during which the assessment is to be imposed.

6. The landlord may raise the amount of rent and special use fees and other charges annually. The landlord will furnish at least ninety (90) days advanced notice to a tenant of any increase in rent or other fees and charges. Certain government and utility charges may be increased more often than annually. Increases in rent and other fees and charges will be - determined in the manner disclosed in the prospectus. The increased rent or other fees or charges shall automatically become a part of the rental agreement upon renewal unless the tenant shall advise the landlord in writing thirty (30) days prior to the expiration of the current term of tenants intention to vacate the premises and not enter into a new term.

7. It is hereby understood and agreed that the Landlord will furnish waste disposal services to the Tenant. All other services are on a fee-paid basis and are the resident's sole responsibility.

8. The Tenant agrees to abide by all Rules and Regulations of the landlord, a copy of the current Rules and Regulations being attached hereto and being incorporated herein by reference. The parties hereto agree that said Rules and Regulations may be amended from time to time, those amendments being reasonable and necessary for the proper and efficient operation of the :2ark and for the health, safety and welfare of the residents of the Community. The parties hereto agree that the rules and regulations will not be changed without written notification to the tenant at least ninety (90) days prior to implementation of such change, in accordance with procedures prescribed by Chapter 723, Florida Statutes.

9. Tenant shall not assign this Rental Agreement or any interest therein and shall not sublet the leased premises or any part thereof or allow any other person or persons to occupy or use the leased premises without the specific, written consent of the Landlord. Any assignment or subletting without Landlords consent shall be void and shall constitute a default by Tenant under this Rental Agreement.

10. A manufactured home owner, tenant, occupant, or a Manufactured home may be evicted from this Community only on one or more of the grounds listed in Section 723.061, Florida Statutes, or its successor statute. A summary of the applicable grounds for eviction as of the date of approval of these Rules and Regulations are:

- a. Nonpayment of Lot Rental Amount;
- b. Conviction of a violation of a federal or state law or local ordinance, which, violation may be deemed detrimental to the health, safety, or welfare of other residents of the Community;
- c. Violation of a Community rule or regulation. the Rental Agreement, or the provisions of Chapter 723, Florida Statute, as prescribed by Section 723.061. Florida Statutes;
- d. Change in use of the land comprising the Community, or any portion thereof from which Manufactured homes are to be evicted; or
- e. Failure of the purchaser, prospective tenant, or occupant of a Manufactured home situated in the Community to be qualified as and to obtain written approval to become, a tenant or occupant, such approval being required by these Rules and Regulations.

11. The parties agree that if the Landlord determines that the Tenant is to be evicted for violating the Rules or Regulations of the Community, Landlord will deliver written notice of the grounds upon which Tenant is to be evicted, at least thirty (30) days prior to the time Tenant is to vacate the premises.

12. If the Tenant shall fail to pay the rent or any other fee, charge or assessment specified herein at the time and manner stated, or fails to keep and perform any of the other conditions or agreements of this Rental Agreement, the landlord may, at his, option, terminate this Rental Agreement and all rights of the Tenant hereunder, at which time the Tenant agrees to vacate the premises. If the Tenant fails to voluntarily vacate the premises after termination, the landlord may bring an action for possession in the county court and Tennant agrees to pay all costs, expenses and reasonable attorney's fees which shall be incurred or expended by landlord..

13. The rights of the Landlord contained herein are cumulative, and failure of the Landlord to exercise any right shall not operate to forfeit any other rights of the Landlord. No waiver by the. Landlord of any condition or covenant shall be deemed to constitute or imply a further waiver of any other conditions or covenants.

14. This Rental Agreement shall be binding upon, and inure to the benefit of Landlord and Tenant, and their respective heirs, personal representatives, successors and assigns.

15. A purchaser of Tenant's Manufactured home must qualify with the requirements for entry into the Community under the Community Rules and Regulations, which must be approved in writing by the Landlord.

16. In the event that during, the term of this Rental Agreement any portion of the premises is condemned by any public entity, including federal, state or local governments or public or private utilities having such lawfully established power, Tenant shall have the right to terminate this Rental Agreement as of the date of taking; however, in no .event shall Tenant be entitled to or have any right in the proceeds awarded to Landlord in such proceeding. Landlord agrees to prorate any rent received by Landlord from Tenant as of the date of taking as long as the Tenant is in full compliance with the Rules and Regulations and the payment of rent and charges as set forth herein.

17. This agreement represents the entire understanding of the parties with respect to the subject matter hereof. It supersedes all prior or contemporaneous agreements, understandings, inducements or conditions, express, implied, or written. No termination, revocation, waiver, modification or amendment of this agreement shall be binding unless in writing and signed by all of the parties hereto.

18. Where used herein, the singular shall be deemed to include the plural and vice versa, and the masculine to include the feminine and the neuter and vice versa.

19. In the event that any section, paragraph, or subparagraph of this Agreement is held unenforceable by any court, this Agreement shall be deemed to have been executed by the parties hereto with such sections, paragraph, or subparagraphs not having been included herein, and the remainder of the Agreement shall not be void thereby.

20. The manufactured home and personal property located on the premises above-described, shall be at the risk of the Tenant(s) or owner thereof; this includes the risk of loss, damage, or injury from golfing activities on adjacent properties. The Community Owner shall not be liable for any loss, damage, or injury to the Tenant(s) or to any other occupant, guest or invitee, nor for any loss, damage, or injury to any leased property or any other personal property located thereon; irrespective of how such loss, damage, or injury may be caused, whether from action of the elements, acts of God, acts of negligence, or acts of any other nature by other tenants, residents, or occupants in the Community or any other occupants of adjacent properties, whatever their identities. Tenant(s), resident, or occupant does hereby indemnify and hold harmless the Community Owner, its affiliates, officers, directors, employees, assigns, and agents from any loss, cost, damage, or expense arising out of any claim or cause of action asserted by any person because of any loss of, or damage or injury to; the person or property of any person caused by any act, default, or neglect of any home owner, resident, or occupants in the Community or any occupants of adjacent properties, whatever their identities.

Further, it is expressly agreed and understood by and between the parties to this agreement, that the Landlord shall not be liable for any damages or injury by water, which may be sustained by the said tenant or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other tenant or agents, or employees, or by reason of the breakage, leakage, or obstruction of the water, sewer or soil pipes, or other leakage in or about the said property.

Each of the Regulations of the Community are specifically incorporated into this Rental Agreement by reference. Tenant hereby acknowledges that prior to executing this Rental Agreement he or she has had a reasonable opportunity to read and review this Rental Agreement including the Community rules and regulations and by signing this Rental Agreement he or she finds himself or herself to fully abide by this Rental Agreement and said Regulations.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD: _____

By: _____

TENANT/LESSEE:

Print name: _____

WITNESSES:

Print name: _____

Print Name: _____

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD: _____

By: _____

TENANT/LESSEE:

Print name: _____

WITNESSES:

Print name: _____

Print Name: _____

EXHIBIT "E"
RECIPROCAL EASEMENTS
FOR RECREATIONAL USE