

PROSPECTUS
FOR
THE HAMPTONS

1. THIS PROSPECTUS CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND YOUR FINANCIAL OBLIGATIONS IN LEASING A MOBILE 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 PARK 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.

For review only



TABLE OF CONTENTS

| | | |
|-------|--|---|
| I. | Name and Address of Park | 1 |
| II | Receipt of Notices and Demands | 1 |
| III. | Park Property Description | 1 |
| IV. | Definitions | 1 |
| V. | Recreational and Common Facilities | 1 |
| VI. | Park Management and Maintenance | 2 |
| VII. | Mobile Home Owners Required Improvements | 3 |
| VIII. | Utilities and Other Services | 3 |
| IX. | Lot Rental Amount | 3 |
| X. | User Fees | 4 |
| XI. | Park Rules and Regulations | 4 |
| XII. | Zoning Classification | 5 |
| XIII. | Exhibits | 5 |
| XIV. | Approved Prospectus | 5 |

Exhibits:

Mobile Home Park Layout
Lease Agreement
Park Rules and Regulations
User Fee Agreement
Covenants and Restrictions

Exhibit A
Exhibit B
Exhibit C
Exhibit D
Exhibit E



I. Name and Address of Park

The name and address of the mobile home park is:

The Hamptons
1094 Hwy 92 West
Auburndale, Florida 33823

II. Receipt of Notices and Demands

The names and address of the person authorized to receive notices and demands on the park owner's behalf is:

Chief Operating Officer
Sun Communities, Inc.
27777 Franklin Road, Suite 300
Southfield, MI 48034

III. Park Property Description

The following is a description of the mobile home park property. The lot layout is attached as Exhibit A. This is an approximate location of the lots.

- a) Number of Lots: The park has 900 lots.
- b) Approximate Size of Each Lot: Each lot is approximately 60' x 85', which is approximately 5,100 square feet, although certain lots may vary because of configuration or location in the park. Cul-de-sac, corner or irregularly shaped lots are approximately 5,100 square feet.
- c) Setback requirement and minimum separation distance between mobile homes as currently required by law: between homes: 10 feet; set back from street: 15 feet; set back from rear lot line: 10 feet. Park standards may exceed these specifications.
- d) The park's facilities will be shared by a maximum of 900 lots.

IV. Definitions

A "homeowner" or "home owner" is defined as a person who owns a mobile home and rents or leases a lot within a mobile home park for residential use.

"Resident" means a person(s) entitled under authority of Home Owner's lot rental agreement to the use and occupancy of a residential lot to the exclusion of others. The term includes Home Owners.

V. Recreational and Common Facilities

A. Clubhouse. The park has one clubhouse which is located in the center of the park. The size of the building is approximately 11,000 square feet with an approximate capacity of 700 people. As of the filing date of this prospectus the building has the following rooms: ballroom, kitchen, public restaurant, lounge, ladies restrooms, men's restrooms, four activities rooms which may be used for such activities as arts and crafts, pool, cards, reading, and exercising, and an office for park management. The park owner reserves the right to change the size of the building, the number of rooms, or the activities that take place in any of the rooms, at its sole discretion.

B. Swimming Pool. The park has one swimming pool located adjacent to the clubhouse. The pool is Free Form in shape with an approximate size of 1,200 square feet and varies in depth from 3 feet to 6 feet. The pool has a



capacity of approximately 25 people. The area around the pool consists of a pool deck of approximately 1,500 square feet and a capacity of approximately 100 people. The swimming pool is heated from time to time at the sole discretion of the park owner.

C. Spa. The park has a spa located adjacent to the clubhouse. The spa is approximately 5 feet in diameter and has a capacity of approximately 5 people.

D. Tennis Courts. The park has two tennis courts which are located adjacent to the clubhouse.

E. Shuffleboard Courts. The park will has eight shuffleboard courts which are located adjacent to the clubhouse.

F. Golf Course. A public golf course is located adjacent to the park. Although the course is not a part of the park property, residents may deal directly with the golf club to make arrangements to use the course.

G. Bocce Court. The park has a bocce court which is located adjacent to the clubhouse.

H. Horseshoe Pits. The park has horseshoe pits which are located adjacent to the clubhouse.

I. Pickle Ball. The park has a pickle ball court which is located adjacent to the clubhouse.

J. Basketball Court. The park has a basketball court which is located adjacent to the clubhouse.

K. Pond. The park has a pond adjacent to the clubhouse which residents may use for fishing.

L. Compound Storage Area. The park has a compound storage area located off of Golfview Drive, between lots 235 and 237.

M. Personal Property. The personal property intended for the shared use of the residents (and their guests) includes shuffleboard equipment, pool furniture, clubhouse furniture, (excluding that furniture intended for park office use), kitchen appliances and pool tables. Management may, from time to time, increase, reduce or change the personal property available for the residents' use.

N. Days and Hours of Operation. Recreational facility hours are from 9:00 a.m. to 5:00 p.m. daily for the Clubhouse and from one half hour after sunrise to one half hour before sunset, daily for the swimming pool and all other recreational facilities. These hours are subject to the rules and regulations which may be adopted by the management. The management may alter the days and hours of operation. In case of emergency or repairs the facilities may be closed.

O. Completion Dates. All currently anticipated improvements to the Park have been completed. The Park Owner reserves the right, from time to time, to alter or change any of the above listed facilities and amenities by the removal, relocation or alteration of existing facilities and amenities or the construction of new facilities. No assurance is given that any of the foregoing facilities will remain available for the residents use for any specified period after the filing date.

VI. Park Management and Maintenance

Management of the park and maintenance and operation of the park property is the responsibility of the park manager. The manager's office is located in the clubhouse. All questions and problems concerning park operations should be directed to the park manager.



VII. Mobile Home Owners Required Improvements

Improvements to the mobile home site are intended to enhance the beauty and consistency of the park appearance. The resident is required to install the following improvements: Homes to be set and anchored, concrete driveway, carport, utility shed, skirting, fully sodded and landscaped lawn, concrete steps, lamppost and mailbox. All improvements must meet the specifications as established by the park owner. Current specifications and required improvements are subject to change and are available at the park manager's office.

In general and except as expressly provided to the contrary in this Prospectus, each resident in the park is responsible for the maintenance and repair of his mobile home, lot, and all improvements thereon.

VIII. 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:

A. Water and Sewer. Service is provided through a central system and is presently provided by the City of Auburndale. It is the resident's responsibility to deal directly with the City. The service is billed separately by the provider.

B. Waste Disposal. (garbage and trash pickup and disposal) is provided by means of street pickup by Trash Taxi, Inc. The charge for this utility is included in the lot rental amount as a separate charge and is not included in the base rent. Each home owner is charged a pro rata share of the costs for waste disposal service plus a reasonable administrative fee. The charge may change periodically and the charges paid by the home owner will automatically be adjusted without additional notice to the home owner to correspond to the new rates charged by the waste disposal provider.

C. Storm Drainage within the park is provided by means of natural run off and is maintained by the park owner and is included in the lot rental amount.

D. Electricity is presently provided by the Tampa Electric Company. It is the responsibility of the resident to deal directly with the utility company. The service is billed separately by the provider.

E. Cable Television Service is available from various providers. Charges for cable television service are a matter of independent contract between the home owner and the service provider and are not included in the lot rental amount.

IX. Lot Rental Amount

A. The monthly base rent for this lot is [REDACTED]

B. Special Use Fees: Special use fees that the homeowner is responsible for are:

Late Fees: Lot rental amount payments are due in advance on the first day of the month. A late fee of \$40.00 will be charged for any payment not received in full by the 5th day of the month, and an additional charge of \$40.00 will be assessed for any payment not received in full by the 15th day of the month.

Lease Processing Fee: \$399.00. This fee will be charged by Park Owner to cover the cost of work performed by Park Management in preparing the lease and related documents for signature by a prospective purchaser prior to the execution of a lease.

Lawn and Home Maintenance: is the resident's responsibility. In the event he fails to do so the Park Owner currently charges \$TBD per man hour. This fee is subject to change at the Park Owner's sole discretion.



C. Pass-Through Charges: The mobile home park owner reserves the right to charge directly to the resident a proportionate share of pass-through charges, as defined in Section 723.003, Florida Statutes, for mandated capital improvements and any costs or fees associated with those requirements.

D. Government and Utility Charges: If the park owner incurs any costs due to actions by a governmental agency or utility company, the park owner reserves the right to charge the resident his equitable share of those costs, based upon usage, pro-rata among developed lots, or other equitable means, including a reasonable administrative cost to the homeowner.

Waste Disposal (garbage and trash pickup and disposal): \$TBD per month based upon the pro rata share of the cost of providing the service plus a reasonable administrative fee.

E. Increase in Lot Rental Amount. During the lifetime of the resident, the monthly Base Rent will be increased annually. The increase shall be 5%, or the percentage increase in the Consumer Price Index for a 12 month period preceding the notice of lot rental amount increase, whichever is greater, and the increases in real estate and other taxes and assessments by a state, or local government, to the Park Owner. Such increases in real estate and other taxes and assessments shall be charged pro rata among all developed lots.

The Consumer Price Index is defined as the United States Department of Labor Consumer Price Index, U.S. City Average, All Urban Consumer, 1982-84 = 100, as amended from time to time. Should such Index be discontinued another index that measures the cost of living shall be used.

The mobile home owner shall be notified of an increase in lot rental amount at least 90 days prior to the increase. Notwithstanding the above, certain utility charges may be increased more often than annually and may be automatically adjusted to correspond to the new rates charged by the service provider without additional notice to home owner.

F. This agreement is for the lifetime of the resident as long as he resides on the premises or until sale or conveyance of the mobile home, at which time the rental agreement is terminated. A purchaser of the mobile home is required to sign a lease agreement and failure to sign the lease may result in denial of residency in the park.

X. User Fees

User Fees means those amounts charged in addition to the lot rental amount for nonessential optional services provided by or through the park owner to the mobile home owner under a separate written agreement between the mobile home owner and the person furnishing the optional service or services. The current user fees are:

1. Storage spaces, to the extent available, are currently billed per space per month. The park owner may, from time to time, upon a 10 day notice, change the fee he charged for storage spaces. Such changes will be at the park owner's sole discretion, based upon market, economic or cost factors.

XI. Park Rules and Regulations

The park rules and regulations are attached as Exhibit C and are incorporated herein by reference. Park rules or regulations shall be set, changed, or promulgated in the following manner. Current park rules or regulations in effect governing home owners behavior and other rules are as set forth in the Exhibit attached to the Prospectus. Rule or regulation changes and adoption of the new park rules or regulations will be made in accordance with Florida Statutes, Chapter 723.



XII. Zoning Classification

The nature and type under which the park operates and the name of the zoning authority which has jurisdiction over the land comprising the park are: Rental Mobile Home Park; Polk County, Florida. The Park Owner has no definite future plans to seek a change in the use of the land comprising the park.

XIII. Exhibits

Exhibits to this Prospectus include:

- A. A copy of the mobile home park layout.
- B. A copy of the Lease Agreement.
- C. A copy of the Rules and Regulations.
- D. A copy of the User Fee Agreement

XIV. Approved Prospectus

This Prospectus was deemed by the Division of Florida Condominiums, Timeshares, and Mobile Homes to be adequate to meet the requirements of Chapter 723, Florida Statutes. The identification number assigned by the Division is PRMZ003246-P2. The lot number to be occupied is ☒ This prospectus was deemed to be adequate on November 13, 1995.

For review only

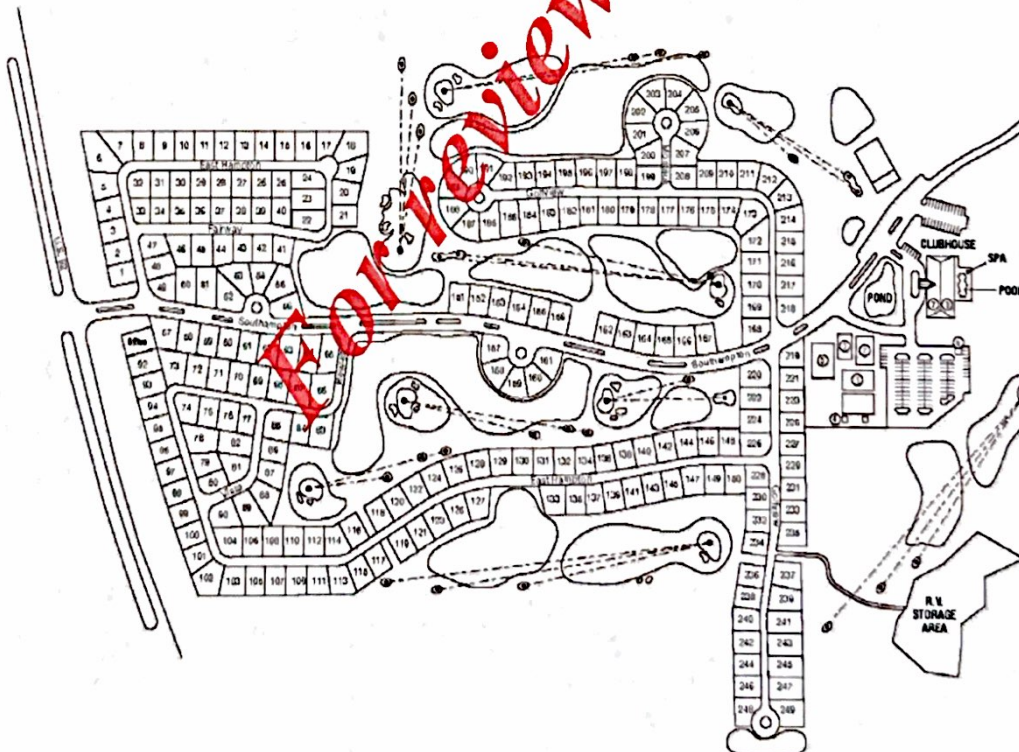




THE HAMPTONS



- 1) TENNIS COURTS
- 2) SHUFFLEBOARD
- 3) BOCCE COURT
- 4) HORSESHOE PITS
- 5) PICKLE BALL
- 6) BASKETBALL
- 7) EXERCISE ROOM
(In Main Clubhouse)
- 8) BILLIARD ROOM
(In Main Clubhouse)



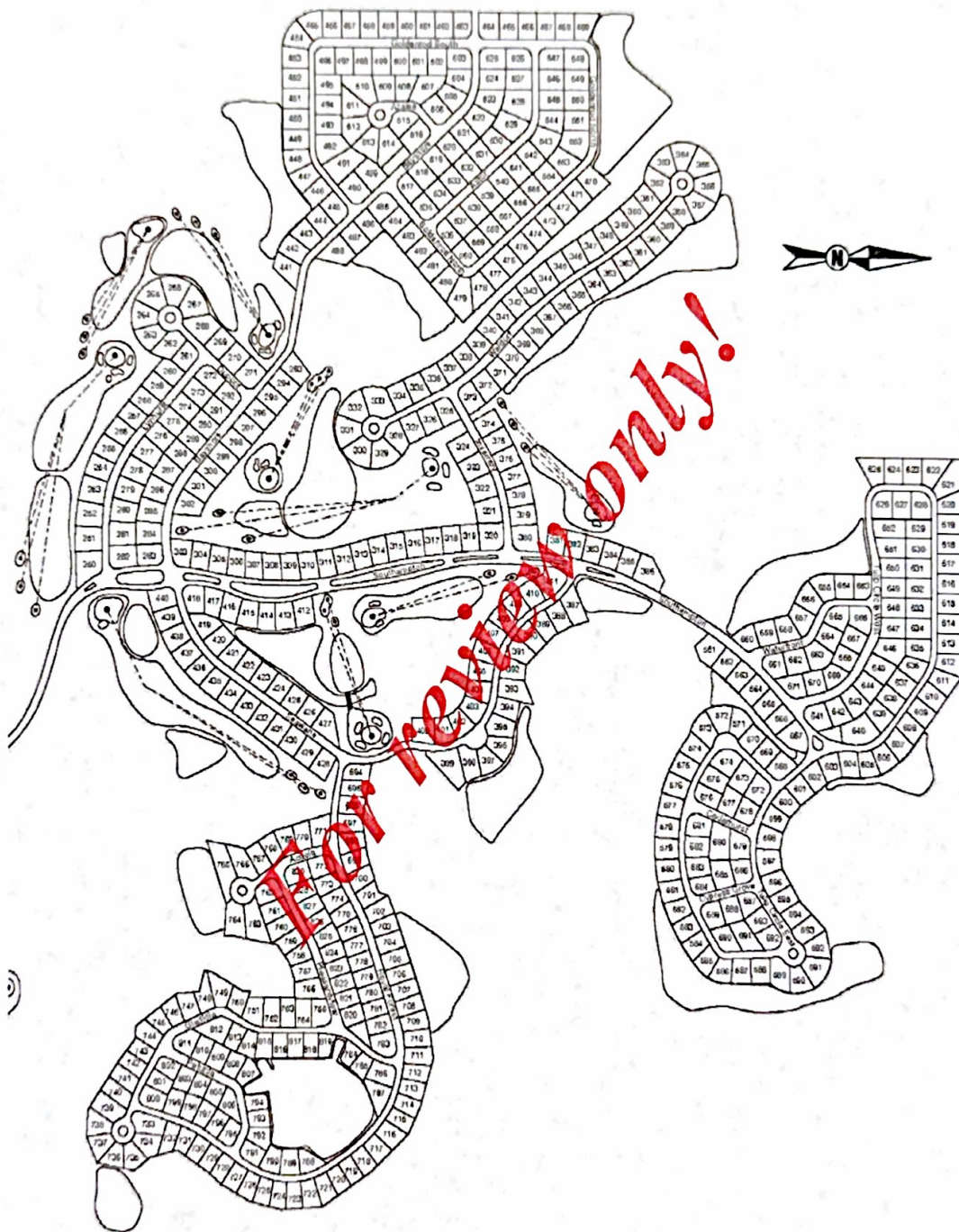


EXHIBIT B

THE HAMPTONS

LIFETIME LEASE AGREEMENT

THIS LIFETIME AGREEMENT entered into this [REDACTED] day of [REDACTED] between The Hamptons, hereinafter referred to as the Park Owner, and [REDACTED], hereinafter referred to as Resident.

PARK OWNER hereby leases to Resident the certain property described as Lot 148 to be occupied solely as a private dwelling only by the Resident. The Resident is also entitled to the use of all the park amenities and services as described in the prospectus, including but not limited to the clubhouse, swimming pool, tennis courts, shuffleboard courts and storm drainage.

THIS LEASE AGREEMENT shall commence on the 01st day of March, 2025, and shall be in full force and effect for the lifetime of the Resident as long as he resides on the premises or until sale or conveyance of the mobile home.

BASE RENT: [REDACTED] per month, payable in advance on or before the first day of the month. All payments are payable to The Hamptons.

LEASE RENEWAL: This lease will automatically renew on January 1, 2026, and on each January 1st thereafter.

CANCELLATION: The Resident may, at any time, by vacating the premises, cancel this agreement and be under no future financial obligations to the Park Owner. The Resident shall give the Park Owner at least 90 days advance written notice of his intention to vacate, and shall be current in his financial obligations to the Park Owner as of the cancellation date.

INCREASE IN LOT RENTAL AMOUNT: For calendar year 2026, and subsequent years the monthly base rent will be increased annually. The increase shall be 5%, or the percentage increase in the Consumer Price Index for a 12 month period preceding the notice of lot rental amount increase, whichever is greater, and the increases in real estate and other taxes and assessments by a state, or local government, to the Park Owner. Such increases in real estate and other taxes and assessments shall be charged pro rata among all developed lots.

SPECIAL USE FEES: In addition to the base rent the Resident agrees to pay the following:

Late Fees: Lot rental amount payments are due in advance on the first day of the month. A late fee of \$40.00 will be charged for any payment not received in full by the 5th day of the month, and an additional charge of \$40.00 will be assessed for any payment not received in full by the 15th day of the month.

Lease Processing Fee: \$399.00. This fee will be charged by Park Owner to cover the cost of work performed by Park Management in preparing the lease and related documents for signature by a prospective purchaser prior to the execution of a lease.

Lawn and Home Maintenance: is the resident's responsibility. In the event he fails to do so the Park Owner currently charges \$TBD per man hour. This fee is subject to change at the Park Owner's sole discretion.

Pass Through Charges as defined in Florida Statute 723.

Government and Utility Charges as defined in the prospectus, including:



Waste Disposal (garbage and trash pickup and disposal): \$TBD per month based upon the pro rata share of the cost of providing the service plus a reasonable administrative fee.

THE RESIDENT further agrees to the following:

1. That he has had an opportunity to read and will abide by the Rules and Regulations of the Park and the Park Prospectus, both of which have been delivered to the Resident and are deemed a part of this Lease Agreement.
2. This lease and the privileges contained herein are not assignable and said lease is only valid as long as those executing this lease reside upon the premises set forth in this lease.

We have read this Agreement and agree to the terms set herein.

Resident

By: _____

The Hamptons

Resident

Witness

Witness

For review only!



EXHIBIT C

THE HAMPTONS

RULES AND REGULATIONS

DEFINITIONS

"Management" – means Operator of a mobile home park as defined by section 723.003(16), Florida Statutes.

"Community" – means the property operated as a mobile home park as defined in section 723.003(12), Florida Statutes.

"Community Owner" – ("Park Owner") -- means the owner or operator (manager) of the manufactured home Community. The term is synonymous with the definition of "park owner" set forth in section 723.003(13), Florida Statutes.

"Community Standards" – means the requirements set forth in the prospectus, lease, and rules and regulations concerning home and homesite maintenance, appearance, and general cleanliness.

"Filing date" -- means the date on which the Prospectus was filed for review with the State of Florida Department of Business and Professional Regulation, Division of Florida Condominiums, Timeshares and Mobile Homes.

"Guest(s)" means any person(s) who are not specifically named in the rental agreement and whose stay in the Community does not exceed fifteen (15) consecutive days or thirty (30) total days per year.

"Home" means a mobile home as defined in section 723.003(8), Florida Statutes.

"Home Owner" means a person(s) who owns a mobile home and rents or leases a lot within a mobile home park for residential use as defined in section 723.003(11), Florida Statutes.

"Lot" or "Homesite" means a "mobile home lot" as defined in section 723.003(9), Florida Statutes, and Rule 61B-29.001, Florida Administrative Code.

"Manufactured Home" – means a mobile home as defined in section 723.003(8), Florida Statutes.

"Resident" means a person(s) entitled under authority of Home Owner's lot rental agreement to the use and occupancy of a residential lot to the exclusion of others. The term includes Home Owners.

"Manufactured Home Site" or "Site" means a "mobile home lot" as defined in Rule 61B-29.001, Florida Administrative Code.

"Occupant" means a person(s) who is entitled under authority of Home Owner's lot rental agreement with Community Owner to occupy a lot and who does not own the home occupying the lot. The term applies only to persons who have been approved by Community Management pursuant to the Community Rules and Regulations.

"Unit" means a mobile home as defined in section 723.003(8), Florida Statutes.

1. GENERAL INFORMATION

All reasonable means have been taken to insure that your residency is pleasant and enjoyable. Many of the Rules and Regulations are based on the requirements of Florida law, and the remainder are to assist in the peaceful enjoyment of all residents.

These Rules and Regulations are intended to maintain the appearance set forth in the Community Standards for your comfort and that of your visitors. A copy of the Rules and Regulations will be posted in the recreation building and must be observed by all residents and guests. Residents shall require all persons on the premises with their consent to govern themselves in accordance with the Rules and Regulations and in a manner that does not unreasonably disturb their neighbors or constitute a breach of peace.

This Community is a golfing community and as such there are certain risks inherent in living in a community with these amenities. The Home Owners assume all risks of loss or injury to persons or property due to the actions of golfers, including but not limited to errant golf balls, golf clubs, or other actions of individuals engaged in outdoor activities.

2. RESIDENCY

2.1. An Application for Residency must be completed and the prospective resident must be qualified and approved for occupancy, in accordance with Community requirements, a Prospectus delivered, and a Rental Agreement signed, prior to: (i) arrival of the Home Owner's manufactured home in the Community; or (ii) before occupancy in the Community when the home is already located in the Community.

2.2. The Community Owner or Community Manager 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; (ii) 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 rental to any applicant.

2.3. The principal resident of each manufactured home in the Community must be its legal owner, except when the home is subleased and any sublessees are approved by Management. Each additional occupant of the home must be approved for residency by the Community Owner or Community Manager, and each resident must have signed the Rental Agreement prior to occupying the home. Those additional occupants must follow all Community rules, complete the application process, and gain Management approval prior to occupancy. The purchase of your home by persons who have not executed the lease agreement or obtained management's written consent shall not constitute permission or rights for such purchaser to reside in the Community. All prospective residents must be approved by Management and must execute a lease agreement before occupancy of a home in the Community. Any increase in the number or exchange or substitution of persons in a home must have the Community Owner's or Community Manager's written approval. The Community Owner or Community Manager does allow subleasing of the home upon prior written approval, which approval shall not be unreasonably withheld.

2.4. **SUBLEASING AND RENTING.** The Home Owner shall not sublease the leased lot without the written consent of Community Owner. Home Owners are prohibited from subletting/renting their home or lot for any period of less than ninety (90) days. Notwithstanding the right of Community Owner to allow subleasing in the Community, nothing in this rule compels the Community Owner to do so, and the Community Owner in its sole discretion may refuse to allow subletting at any time. Persons under the age of 45 are prohibited from living in a subleased mobile home for any length of time. Community Management may lease any manufactured home it owns or leases on Community lots. Any subleasing without Community Owner's written consent shall be void and shall constitute a default by Home Owner. Manufactured Home spaces are not transferable. No sub rental, sub-lease, or occupancy by or through a rental/purchase option of lot by anyone other than the Community Owner is authorized. If the home is subleased without written authorization of Community Owner, no such subleasing, occupancy or collection of lot rental amount shall be deemed a waiver of this provision, or the acceptance of the sublessee as a resident, or as a release of the Home

Owner(s) from further compliance by Home Owner(s) with the rules and regulations. Any consent by Community Owner to a subleasing shall not relieve Home Owner(s) from obtaining written consent from Community Owner for any further subleasing. In the event Home Owner wishes to sublease the Lot and if written permission for subleasing from the Community Owner is obtained, Home Owner hereby grants Community Owner the exclusive right to serve as rental agent for the Community recognizing Community Owner's interest in preserving its ability to monitor residents in the Community, to orient such residents to the rules and regulations of the Community, and to effectively enforce the rules and regulations of the Community. Home Owner must arrange all subleasing through Community Management although, if subleasing is approved in writing by Community Owner, Home Owner may sublease to any person or persons who are qualified to lease a lot within the Community.

3. SALE OF HOME & LANDLORD'S RIGHT OF FIRST REFUSAL TO PURCHASE

Home Owner has the right to sell his/her Manufactured Home while such home is located in the Manufactured Home Community in accordance with the terms of these Rules and Regulations established from time to time pursuant to section 723.037, Florida Statutes, by Community Management; provided, however, Home Owner shall give Management the first right of refusal to purchase Home Owner's Manufactured Home as provided in these Rules and Regulations. Upon receipt of a fully executed purchase agreement for the sale of Home Owner's Manufactured Home (the "purchase agreement"), Home Owner must give Community Management written notice of the purchase agreement with a copy of the Purchase Agreement attached (the "notice"). Community Management shall have ten (10) days following its receipt of the notice (the "option period") to elect to purchase Home Owner's Manufactured Home upon the same terms and conditions set forth in the purchase agreement. Community Management election to purchase the Manufactured Home shall be made by written notice thereof to Home Owner prior to the expiration of the option period. In the event Community Management does not elect to purchase Home Owner's Manufactured Home, Home Owner is permitted to sell the Manufactured Home. If the sale of the Manufactured Home by Home Owner does not timely occur, then Community Management's right of first refusal shall reapply to any further sale of Home Owner's Manufactured Home. Community Management may seek injunctive relief to enforce this provision if Home Owner fails to strictly comply and any purchase agreement or sale entered into violation of this provision shall be null, void and of no force or effect.

4. FIFTY-FIVE AND OLDER COMMUNITY

This Community is intended and operated for occupancy by persons 55 years of age and older. As such, this Community shall adhere to the requirements of the Housing for Older Persons Act of 1995. Consequently, at least 80 percent of the occupied units must be occupied by at least one person who is 55 years of age or older as of the date of occupancy. Children (under 18 years of age) visiting a resident or residents overnight in The Hamptons are limited to 15 consecutive days or a cumulative total of 30 days per year. Children under age 18 using any of the amenities must be supervised by the resident host. Community Management has authority to grant exceptions (on a case by case basis) to the above restrictions.

At the time of application for initial occupancy, or upon demand of Community Management, all prospective residents and all existing residents shall be required to produce for inspection and copying, the following age verification documentation: driver's license; birth certificate; passport; immigration card; military identification; other valid local, state, national or international documents containing a birth date of comparable reliability or a certification in a lease, rental agreement, application, affidavit or other document signed by any member of a household age 18 or older asserting that at least one person in the unit is 55 years of age or older. The minimum age for all residents is 45. The Community Management reserves the right, in its sole discretion, to grant exceptions to the minimum age requirements of this Rule, while still maintaining compliance with the Housing for Older Persons Act of 1995.

On January 1st of each even numbered year, all existing residents shall be required to provide the names and ages of all current occupants of the unit, in writing, to Community Management. Failure to provide the written occupant documentation shall constitute a violation of these Rules and Regulations and the home owner may be subject to eviction pursuant to Section 723.061, Florida Statutes.

5. FEES, CHARGES, AND ASSESSMENTS

5.1. Payments: All payments received by Management or Community Owner must be in U.S. funds. Payments are due on the first day of the month and are payable in the manner designated by the Community Owner.

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

5.3. All fees, charges and assessments are set forth fully in the Community Prospectus.

6. GUESTS

6.1. All persons who are not specifically named in the Rental Agreement are considered as guests. A guest is a person whose stay does not exceed fifteen (15) consecutive days or thirty (30) total days per year.

6.2. Guests are entirely the responsibility of their resident hosts and must comply with the Community Rules and Regulations. Guests who are unruly or who create disturbances will be asked to leave. The Community facilities are primarily for the use and enjoyment of the residents. Except when designated for exclusive use by Community residents, guests will be allowed to use the Community facilities, however, guests under the age of eighteen (18) must be accompanied by the resident host at all times.

7. MAINTENANCE OF EXISTING MANUFACTURED HOMES

Home Owners who commence occupancy in the Community, whether by purchase or other transfer of title of an existing home or by installing a home, must meet Community Standards, together with these requirements. The Community Owner or Community Manager is in the continual process of maintaining these Community Standards and reserves the right to require Home Owners to comply with Community Standards in effect at the time of those Home Owners' entrance into the Community. These requirements may be modified by the Community Owner or Community Manager due to space limitations, design considerations, or such other reasons as may be sufficient in the sole discretion of the Community Owner or Community Manager. The Community Owner or Community Manager reserves the right to remove and/or replace, at the Home Owner's expense, any alterations or modifications to the manufactured home which were installed in violation of these rules and regulations. Commercial lawn mowing and power washing of homes and driveways is not allowed on Sundays without Management approval.

7.1. Maintenance: All homes, including any garages, carports, sheds, or any other items placed on a lot by resident or Home Owner, 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 Owner or Community Manager reserves the right to require repairs, repainting or other maintenance that is needed to maintain Community Standards. All Home Owners must maintain their manufactured home, yard, and all applicable buildings in compliance with all city, county and State of Florida housing and health codes. Each Home Owner shall be responsible for the maintenance and cleanliness of his lot. Bottles, cans, boxes, equipment, or debris of any matter shall not be stored outside or beneath the manufactured home, or in a screened enclosure or patio. Only furniture designed for outside use will be permitted.

7.2. Exterior Surfaces: The exterior surfaces of the manufactured home including the eaves and trim shall be kept free of mildew or discoloration. Peeling, fading, or damaged exterior surfaces must be restored to the same condition as that of a well-maintained home in the Community. All exterior colors and materials used in improving the home, including paint color, trim, skirting and siding, must be approved in writing by the Community Owner or Community Manager prior to their use on the home. The materials used should be consistent with the types of materials used on new homes being brought into the community.

7.3. Alterations/Additions: Home Owners are encouraged to upgrade their manufactured homes. To ensure that individual actions are aesthetically compatible with other homes in the Community and in accordance with Community standards, all improvements, additions, and alterations, including replacement of existing air-conditioning

units other than window air conditioners, carports, screened-in areas, awnings and utility buildings, must be approved by the Community Owner or Community Manager prior to commencement of work. Window air conditioning units shall not be located in the front window of the manufactured home or front wall of any manufactured home, or any wall facing a street. Each Home Owner is responsible for the submission of complete plans or permits for anticipated alterations showing compliance with Community Standards, county building and zoning codes, and other restrictions of record. All improvements must be completed within thirty (30) days of approval by the Community Owner or Community Manager. For additional information on Community Standards, please see "Improvements to be Installed by Home Owners".

7.4. Antennas. No exterior antennas of any kind, nor satellite dishes shall be permitted, except those which are designed to receive video programming through direct broadcast satellite service or multi-point distribution service or those which are designed to receive over the air broadcast signals from local broadcast television stations and do not extend more than twelve feet above the crest of the roofline. If an outdoor reception device (satellite dish, antenna, or any other device) is reasonably necessary to receive an acceptable signal of reasonable quality, it must not exceed one meter (39") in diameter and must be installed in a manner that complies with all applicable codes, city and state laws and regulations and manufacturer instructions. To the extent allowed by federal, state or local law, Management reserves the right to prohibit any specific type of antenna or satellite dish and to regulate the placement of any device. Outdoor reception devices must be installed on Home Owner's home or on the ground of Home Owner's homesite in a location which is not visible from the street, or if such placement sufficiently impairs the quality of reception, it must be installed on the home or homesite in the most inconspicuous location possible and must be attractively landscaped and shielded from view to the greatest extent feasible. Generally, allowable devices must be installed at the rear of the home or as close to the rear of the home as possible, in the most inconspicuous location possible and must be painted in an appropriate color to match the surrounding environment. Management must give written approval prior to the installation of any antenna or satellite dish.

7.5. Storage: To avoid fire hazards and to promote safety, the space immediately underneath a manufactured home shall not be used for storage. Patios may not be used for storage and storage on lots is prohibited unless approved by the Community Owner or Community Manager.

8. IMPROVEMENTS TO BE INSTALLED BY HOME OWNERS

The improvements listed below are required to be installed by all Home Owners of the Community if disclosed in the Home Owner's prospectus. All plans for new improvements must be approved by the Community Owner or Community Manager prior to commencement of work and all necessary permits obtained and displayed. All work must be completed within thirty (30) days of approval by the Community Owner or Community Manager and work to be done must be disclosed to any prospective purchaser of Home Owner's home.

8.1. Home Set Up: The home must be blocked and tied down with approved anchors. Tie-downs, anchors and blocking must meet all standards set by state, county, city or any other governmental agencies, as well as manufacturers specifications. The set up of the home must be performed by a properly licensed contractor. The Home Owner is responsible for assuring that home set up, including all blocking, tie downs and anchoring, is in conformance with all regulatory, governmental and manufacturer requirements and that those anchors, tie downs and blocking are maintained in good condition.

8.2. Skirting: The entire manufactured home, including decks and porches, must be skirted within thirty (30) days of occupancy with a material approved by the Community Manager. All approved skirting shall incorporate adequate ventilation as per the manufacturer's specifications as provided in the appropriate set-up manual for areas under the home and shall also incorporate adequate access to utilities under the home.

8.3. Driveway: Concrete driveways are required from the carport continuing to the street. Driveway painting or staining is not allowed without the express written consent of the Community Manager.

8.4. Carport: All homes are to be equipped with an attached carport installed in a manner so that from the front elevation facing the street, the carport appears to be an integral part of the home.

8.5. Utility Shed: All homes are to be equipped with a utility shed. The utility shed must be aesthetically compatible with other like structures in the Community and approved, in writing, by Community Management before installation.

8.6. Landscaping: Landscaping, including shrubs and trees, is required in the front yard and around the perimeter of the central air conditioning and/or heating unit. Landscaping planned for each homesite must be approved by the Community Manager prior to commencement of installation.

8.7. Fully Sodded Lawn: The entire yard except where shrubs and trees exist shall be sodded with grass approved by the Community Manager.

8.8. Concrete Steps: Each home in the Community must have concrete steps installed. The type, size, and location of the steps must be approved by Community Management in advance.

8.9. Lampposts: Each home in the Community must have a lamppost installed. The type, size, and location of the lamppost must be approved by Community Management in advance.

8.10. Mailbox: Each home in the Community must have a mailbox installed. The type, size, and location of the mailbox must be approved by Community Management in advance.

9. ENTERING MANUFACTURED HOMES

9.1. Size and Age: The minimum size and age of a manufactured home entering the Community must be approved by the Community Owner or Community Manager prior to the time the home is brought into the Community.

9.2. Set-Backs and Placement: Prior to installing a manufactured home on a lot, placement must be approved by the Community Owner or Community Manager. Home Owner shall observe all local governmental building and zoning codes.

10. MANUFACTURED HOME SITES

10.1. Alterations: Any alterations or modifications to the manufactured home lot, including, for example, attachments, driveways, landscaping, trees, or sidewalks, must have the written consent of the Community Owner or Community Manager prior to commencement of work. Each Home Owner is responsible for the submission of complete plans or permits for anticipated alterations showing compliance with Community Standards, county building and zoning codes, and other restrictions of record. The Community Owner or Community Manager reserves the right to remove and/or replace, at the Home Owner's expense, any alterations or modifications to the manufactured home site which were installed in violation of these rules and regulations.

10.2. Maintenance: Resident is responsible for the overall appearance of the home site. Lot must be kept clean, orderly, and free of litter and debris. Resident must maintain lawn, trees, and shrubbery thereon including trimming, watering, weeding, and the general care thereof. Home sites not maintained to satisfactory Community Standards will, after proper notice, be maintained by the Community Owner or Community Manager and the cost thereof will be charged to the resident. This charge shall apply only to those residents whose tenancy is governed by prospectus PRMZ003246-P2.

10.3. Landscaping: Additional landscaping (including trees and shrubs) may be planted by the Community Owner or Community Manager or by the Home Owner, with the Community Owner's or Community Manager's prior approval of type and location. Resident is responsible for maintaining and trimming any landscaping, including trees, on the home site. Trees may not be removed without the express written consent of the Community Owner or Community Manager.

10.4. Irrigation: The Resident shall be responsible for maintenance of the irrigation system currently on the site or which may be added at some time in the future by the Community Owner or Community Manager. Prior to installation of an irrigation system by the Home Owner, a diagram of the system shall be provided to the Community Owner or Community Manager. No installation shall proceed until the irrigation system is approved in writing by the Community Owner or Community Manager. Sprinklers and hoses shall not be left running unattended. Management may enter a lot and turn off water when over-watering causes run-off from Home Owner's lot in order to protect the manufactured home community or as necessary to prevent excessive water usage.

10.5. Equipment: Lawn care equipment, tools, etc. 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.

10.6. Furniture: Only furniture specifically designed for outside use is allowed outside the home.

10.7. Laundry Lines: No one is permitted to hang towels, rugs, rags, or any wearing apparel on the manufactured home, on or in the carport and/or screen room, awning, storage shed, or on any other appurtenance to the home or fixture on the homesite. Outdoor clothes drying devices (umbrella clotheslines, drying racks or any other type of clotheslines or device) may only be installed on Home Owner's lot in a location which is not visible from the street, or if such placement is not possible, the device must be placed in the most inconspicuous location possible and must be shielded from view to the greatest extent feasible.

1. "T" clotheslines, and clotheslines which are not installed or designed to be stored at the end of each day of use, are not allowed on any homesite in the Community.

2. No clothesline or other clothes drying device may be placed so as to obstruct a driver's view of any street, driveway, sidewalk or intersection, nor may they be installed on or encroach upon any common area or restrict access to property located within the community. Additionally, outdoor clotheslines and devices shall not be installed nearer to a lot line than the height of the device. Written approval of the specific location of a clothesline or other clothes drying device must be obtained from Community Management prior to the installation of that clothesline or clothes drying device in order to ensure that the device is located in conformance with the aesthetic standards of the community.

3. Any clothesline or other outdoor drying device must be removed and stored before sunset on each day of use.

10.8. Fencing: No enclosed fences are permitted on any lot. No fencing may be newly installed in the Community for pet runs or division of home sites. The Community Owner or Community Manager reserves the right to require the repair or repainting of existing fences if unsafe or unsightly. All existing fencing must be maintained to the standard of well-maintained fencing in the Community.

10.9. Posts, Poles, and Stakes: No posts, poles, stakes, or the like are to be driven into the ground without consulting the Community Owner or Community Manager due to the danger of interfering with or damaging underground utilities. Home Owner will be liable for any expense incurred by the Community resulting from violation of this Rule.

10.10. Trespass: The Community Owner or Community Manager considers each lot space within the community to be absolutely private to the demised Home Owner, and it shall be a violation of these rules and regulations for anyone to trespass through or upon the lot of another. The Community Owner or Community Manager, its employees, or other persons under the direction of the Community Owner or Community Manager may enter the mobile home lot at any reasonable time for purposes of repair and replacement of utilities and protection of the mobile home park, so long as such entry does not interfere unreasonably with the mobile home owner's quiet enjoyment of the lot.

10.11. Place of Residence Only: Home sites may be used as a residence only and are not to be used for business. A business is defined as any commercial enterprise which: (i) is required to be licensed by local or state law; (ii) requires traffic from outside the Community to enter for the purpose of dealing with said business; (iii) uses any type

of sign or advertising to publicize its existence; (iv) includes door-to-door canvassing of Community residents for commercial purposes; or (v) interferes with the safe, pleasant, and enjoyable use of the Community by any of its residents.

10.12. Signs: One "For Sale" sign, no larger than 12 inches by 18 inches, is allowed in the home window only. No signs are allowed in yards. Violations of this restriction may subject resident to eviction pursuant to section 723.061, Florida Statutes.

10.13. Storage: To avoid fire hazards and to promote safety, the space immediately underneath a manufactured home shall not be used for storage. Patios may not be used for storage and storage on lots is prohibited unless approved by the Community Owner or Community Manager.

The only material approved for burning is wood from a natural source. Wood that has been painted, stained or treated is not allowed. Burning of leaves, needles, grass or other materials is not allowed.

11. VEHICLES AND PARKING

11.1. Speed Limit: The 15 mile per hour speed limit must be observed. Please pause at intersections and be particularly alert for bicycle traffic. All motor vehicles, golf carts, and bicycle riders must comply with all posted traffic signs, including speed limit and stop signs.

11.2. Vehicles: Operators of all motorized vehicles within the Community must have a valid operator's license. Motorcycles, mopeds or motor scooters, if properly licensed, may be operated by a resident only as transportation on Community streets via the shortest route in and out of the Community. No joyriding will be permitted within the Community by a resident or guest. ATV's, dirtbikes, minibikes, go carts, and any other type of off-road vehicles are strictly prohibited within the Community. All permitted vehicles must have factory-type quiet mufflers which are to be in place while the vehicle is being operated in the Community. Prior to storing, parking and/or driving any motorcycles, mopeds or motor scooters in the Community, it is the resident's obligation to confirm with Community Management that said vehicle(s) are properly muffled. No trucks with a capacity over 1-ton shall be allowed in the community except for deliveries approved in writing by Management prior to entry or community service deliveries. Pedestrians, golf carts and bicycles have the right-of-way. Residents must comply with all state and local laws pertaining to licensing and registration of all motor vehicles, trailers, boats, and manufactured homes.

11.3. 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 at the vehicle owner's or Home Owner's expense, payable to 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. Residents are permitted to wash their cars in the Community.

11.4. Street Parking: Parking on the grass is NOT permitted. Street parking is limited to daylight hours—overnight parking is NOT allowed.

11.5. Parking Spaces: Parking more than 2 vehicles at a residence is not allowed unless adequate parking space is available. Residents and/or their guests will not be permitted to park 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 park in another resident's driveway or carport only when written permission has been received and filed with the Community Owner or Community Manager. The parking/storage of RV's, boats, and trailers at residences is limited to 24 hours at a time. Community Management may approve longer periods of parking in the large clubhouse parking lot upon request by a resident.

11.6. Guest Parking: It is the resident's responsibility to ensure that their guests are parked properly.

11.7 Golf Carts: Golf carts are to be operated in the Community only by drivers who have a valid state-issued driver's license.

12. COMPOUND STORAGE AREA

Arrangements for use of the compound storage area can be made through the Community Owner or Community Manager. There is presently a user fee charge for use of the storage facility. The Community shall not be liable for any loss or damage suffered to any articles stored in the compound.

13. COMMUNITY PET AND ASSISTANCE ANIMAL RULES

13.1. Residents may have two (2) registered "domesticated" pets per household with Management's approval. All pets must be registered with Management before entering the home. Certain breeds of dogs [including but not limited to Doberman Pinschers, German shepherds, Rottweilers, Staffordshire Terriers, Presa Canarios, Boerboels, Cane Corsos, Akitas, certain bulldog breeds (including pitbulls), wolf breeds and chows as well as dogs that have physical characteristics of one or more of those breeds, or that have a wolf-like appearance] are not permitted in the Community due to their size and/or aggressive natures. The decision whether a dog meets any of the above criteria lies in the sole and unfettered discretion of Management.

13.2. Failure to abide by these Rules and Regulations may result in demands for removal of pets, loss of pet privileges and/or eviction pursuant to section 723.061, Florida Statutes.

13.3. Pets are specifically prohibited from the Community office, from all of the Community's recreational and common facilities (excluding Community dog park(s) but including the swimming pool and pool area), and from other Residents' lots.

13.4. A current rabies tag must be worn by the pet. Home Owner must have proof that their pets have had all required and updated vaccinations.

13.5. Dangerous or aggressive pets are not allowed. Any animal that displays dangerous or aggressive behavior, as determined by Management in its sole and unfettered discretion, must be removed from the premises. Aggressive behavior may include, but is not limited to, lunging, growling, biting and/or barking at Residents or other pets.

13.6. Residents are required to clean up their pet's defecation on their site and while walking their pet. Residents may not walk their pets on other Residents' lots, vacant lots, or picnic area.

13.7. When outside, all pets must be kept on a hand-held leash and not left unattended.

13.8. Pets may not be tied up and left outdoors.

13.9. Management may require removal of pets that cause excessive noise or disturb other Residents.

13.10. "Beware of Dog" signs are not permitted.

13.11. RESIDENTS ARE EXPRESSLY FORBIDDEN FROM FEEDING ANY STRAY OR WILD ANIMALS.

13.12. Management reserves the right to reject any pet, including exotic pets such as snakes, wild animals or other animals which, in Management's sole discretion, appear dangerous to others and/or inappropriate to house within the Community.

13.13. Legitimate assistance animals may be accommodated with proof of disability (as defined by the law) and written verification from a health care provider. The Community Manager can provide you with the Service Animal policy and required forms.

13.14. Management disclaims any responsibility for the occurrence of harm, injury or death to a pet caused by agents or employees of Community Owner or by a Community resident or guest of a resident.

14. RECREATION AND OTHER FACILITIES

Recreational facility hours are from 9:00 a.m. to 5:00 p.m. daily for the Clubhouse and from one half hour after sunrise to one half hour before sunset, daily for the swimming pool and all other recreational facilities. Community Management has discretion to extend or modify these hours for special functions. Special hours will be posted to allow for cleaning and maintenance of all facilities. All recreational facilities and equipment are used at the resident's own risk. No pets are allowed in the recreation areas.

14.1. Clubhouse. This facility may be reserved by residents for private activities by completing a Clubhouse Rental Request form. Please make all reservations through the Community Owner or Community Manager well in advance of your planned activity. Other residents not included in the private party may have access to the premises and cannot be excluded. It is the resident's responsibility to clean the area after use and to pay for any damage to equipment or facilities.

14.2. Swimming pool: Pool Rules are posted for your safety and convenience in the pool area and a copy is also available at the Community Office. No glass containers of any type are allowed in the pool area. Although the swimming pool is listed here as a facility available for use by the home owners, the use of the swimming pool is a privilege. As such, violation of any swimming pool rule may result in eviction in accordance with Section 723.061, Florida Statutes, or alternatively, if the resident so elects and the Community Owner accepts, suspension of swimming pool privileges. Acceptance of the suspension of swimming pool privileges must be acknowledged by the resident in writing and provided to Community Management no later than three (3) days from receipt of a notice of violation. If the resident elects suspension of swimming pool privileges, such suspension shall be for a minimum of seven (7) days for the first violation and thirty (30) days for any subsequent violation within a twelve-month period.

14.2.1 POOL AND SPA

MANAGEMENT RESERVES THE RIGHT TO EVICT ANY RESIDENT PURSUANT TO SECTION 723.061, FLORIDA STATUTES, FOR THEIR OR THEIR GUESTS' NON-COMPLIANCE WITH THE FOLLOWING POOL AND SPA RULES AND REGULATIONS.

POOL

- A. Use pool at your own risk – no lifeguard on duty.
- B. We are not responsible for accidents or injuries.
- C. No glass in pool area.
- D. No food or drink within 4 feet of pool.
- E. No animals allowed in the pool or pool area.
- F. Do not swallow the pool water.
- G. Be considerate – no yelling or other loud noises.
- H. No diving, running, jumping, pushing or other dangerous horseplay.
- I. Shower before entering the pool.
- J. No baby diapers or diapers for older persons allowed in pool.
- K. Swim diapers may be worn under bathing suit.
- L. Do not use pool if you are ill with diarrhea or urinary/continence issues.
- M. Children under age eighteen must be supervised by the resident host at all times.

SPA

- N. Shower before entering the spa.
- O. Do not swallow the spa water; it is recirculated.
- P. Do not use spa if you are ill with diarrhea or urinary/continence issues.
- Q. Maximum water temperature is 104 F.
- R. Children under age eighteen must be supervised by the resident host at all times.
- S. Pregnant women, small children, people with health problems, and people using alcohol, narcotics and other drugs that cause drowsiness should not use the spa without first consulting a doctor.

14.3. Alcoholic Beverages: Loud parties and excessive drinking will not be tolerated anywhere in the Community.

14.4. Participation in The Hamptons' sponsored activities and the use of all Community facilities (swimming pool/spa, tennis courts, shuffleboard courts, horseshoe pits, basketball court, exercise room, library/crafts room, pool room, pond, etc.) is restricted to residents and their guests only. The Community restaurant and golf course are open to the public.

14.5. Access to the Community golf course and golf cart path is restricted to use by only golfers when the pro shop is open. Jogging, walking, riding, biking, skating, sightseeing, pet walking, and fishing are prohibited on the golf course during the posted hours.

14.6. Fishing in The Hamptons' pond is restricted to The Hamptons residents and their guests only and on a catch-and-release basis.

15. NOISE

Conduct which disturbs the peaceful enjoyment of the Community by others such as excessive noise, loud parties and abusive language is not permitted in the Community. Notwithstanding the foregoing, between the hours of 10:00 p.m. and 8:00 a.m., radios, televisions, stereo, musical instruments, or the like shall not be played in a manner so as to be audible outside the manufactured home.

16. DANGEROUS INSTRUMENTALITIES

Residents and their guests must obey all federal, state and local laws regarding the ownership and possession of firearms. Pursuant to section 790.053, Florida Statutes, open carry of firearms is not permitted anywhere on Community grounds, including, but not limited to, the clubhouse and Community office. Violators of this rule shall be immediately reported to local law enforcement. The display or use of other dangerous instrumentalities, including but not limited to BB guns and air guns, sling shots, and bows and arrows, is not permitted in the Community. The hurling of rocks, knives, eggs, sticks, and any other missiles is strictly forbidden. Fireworks are also strictly forbidden.

17. REFUSE

All trash, garbage, and refuse must be placed in plastic trash bags and tied securely for pick-up. Trash is to be placed in curbside for pick-up no later than 7:00 a.m. the morning of trash pick-up. At all other times, trash should be kept in an inconspicuous place and in covered containers.

Grass cuttings, leaves, and trimmings must be placed in refuse bags adequate for pick-up. Burning of trash, leaves, or other material is not allowed. If in doubt about large trash disposal, ask the Community Owner or Community Manager. No garbage or refuse shall be dumped on vacant lots, around recreational areas, or across fences around the perimeter of the Community.

18. UTILITIES

18.1. Utility Hook-Ups: All electrical and plumbing hook-ups must be completed by licensed and Community approved service people. Any fees for installation or hook-up of utilities are the Home Owner's responsibility.

18.2. Utility Repairs: All utility problems must first be reported to the Community Owner or Community Manager before any repairs are initiated by the resident. The cost for repairs made by resident without notice to the Community Owner or Community Manager, including any damages incurred by the Community as a result of these repairs, will be the resident's responsibility. The Community Owner or Community Manager is not responsible for the failure, default, improper act, or omission by any utility supplying such services to resident.

18.3. Community's Maintenance Responsibility:

a. Electrical - None other than maintenance of the electric meter pedestal only. (contact the utility provider)

b. Water and Sewer - Responsible for the maintenance of the main line for water and sewer only.

18.4. Home Owner's Maintenance Responsibility:

a. Electrical - Electrical lines from the meter to the manufactured home and any other connection apparatus located outside the manufactured home, including utility shed connections and outside receptacles. The Home Owner is also responsible for all internal home wiring and fixtures.

b. Water and Sewer - Maintenance of the water and sewer connections from the manufactured home to the Community's main sewer and water lines. Home Owner is also responsible for all internal plumbing lines and fixtures.

18.5. Damage and Costs: Home Owners should not dispose of any items via the toilet which are not specifically designed for toilet disposal. Home Owners will be financially responsible for cleaning and clearing out a blockage caused by a violation of this provision.

19. SOLICITING

All solicitation, commercial or otherwise, is banned with the exception that Community residents have the right to canvass and solicit as allowed pursuant to Section 723.054, Florida Statutes.

20. RIGHTS

Community Owner or Community Manager shall have the right of access to Home Owner's manufactured home to prevent imminent danger to an occupant of the manufactured home or to the manufactured home itself. Community Owner or Community Manager 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 Manufactured Home Community.

Specific variances to these Rules and Regulations may be granted by the Community Owner or 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 Owner or Community Manager.

The rights of the Community Owner or Community Manager contained herein are cumulative and failure of either a past or current Community Owner or Community Manager to exercise any right shall not operate to forfeit that

or any other rights of the Community Owner or Community Manager. The failure of the Community Owner or Community Manager 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 Owner or Community Manager 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 Owner or Community Manager of any provision hereof shall be deemed to have been made unless in a writing, expressly approved by the Community Owner, and not by any agent thereof, including the Community Manager.

Community Owner's or Community Manager's acceptance of late payment(s) in any one or more instances shall not constitute a waiver of its right to evict home owner pursuant to section 723.061, Florida Statutes, for late payment or non-payment of lot rental amount in the future.

21. RENTAL AGREEMENT TERMS AND CONDITIONS

Written Rental Agreements will be required of all Home Owners prior to occupancy. All Rental Agreements are lifetime leases. Pursuant to section 723.059(5), Florida Statutes, the rental agreement may not be assumed upon sale of or transfer of title to the home, unless the transferee is the home owner's spouse. All of the terms and conditions of the Agreement are specifically incorporated herein by reference as Rules and Regulations governing the tenancy.

Home Owner shall not assign the Rental Agreement, or any interest therein.

22. EVICTION

A mobile Home Owner, tenant, or occupant, or a manufactured home may be evicted from this Community only on one or more of the grounds listed in Chapter 723, Florida Statutes, or its successor statute. The grounds applicable on the Filing Date are summarized below:

- 22.1. Nonpayment of Lot Rental Amount;
- 22.2. 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 Park;
- 22.3. Violation of a park rule or regulation, the Rental Agreement, or the provisions of Chapter 723, Florida Statutes;
- 22.4. Change in use of the land comprising the mobile home park, or the portion thereof from which mobile homes are to be evicted, from mobile home lot rentals to some other use, provided all affected home owners are given at least six (6) months' notice of the projected change of use and of their need to secure other accommodations;
- 22.5. Failure of the purchaser, prospective tenant, or occupant of a mobile home situated in the mobile home park to be qualified as, and to obtain approval to become, a tenant or occupant of the home, if such approval is required by a properly promulgated rule.

23. INSURANCE

Home Owners are responsible for obtaining and maintaining liability insurance; homeowners' insurance; flood insurance; and personal property insurance, if necessary, to protect themselves, their homes and the contents thereof, any other household members, and visitors or guests of any nature, against loss or damage of any kind arising from placement of the manufactured home within this Community, or from occupancy of such home while it is in the Community. The Community Owner does not maintain any insurance which would cover personal injuries or

damages occurring on a home owner's lot or within a Home Owner's home, or for reimbursement to the Home Owner for the loss of the home or personal property. Violation of this rule shall not be grounds for eviction under Chapter 723, Florida Statutes, of any home owner in the Community as of the effective date of this rule.

24. SPECIAL EXCEPTIONS

Community Management reserves the exclusive, unrestricted right to grant special exceptions to these Rules and Regulations when, in the exclusive opinion of Community Management, special circumstances warrant the granting of special exceptions or waiver of a particular provision as it applies to a particular resident or residents; so long as such exception or waiver does not interfere with the general welfare, health and safety of the other residents of the Community. For example, variances to these Rules and Regulations may be granted by the Community Manager due to space limitations and design considerations, in cases where the intent of a Rule or Regulation is met but not the specific requirement, or in such other circumstances where the exception will not disturb the quiet enjoyment of the Community by other residents, or when the basis for the variance is deemed sufficient in the discretion of Community Management.

Violations, infractions, breach, or default of these Rules and Regulations will be grounds for termination of Home Owner's Rental Agreement and eviction from the Community pursuant to section 723.061, Florida Statutes.

The Park Owner reserves the right, as permitted and in accordance with Chapter 723, Florida Statutes, to change, delete, amend or add to these Rules and Regulations.

For review only!

EXHIBIT D

The Hamptons

Storage Facility License Agreement

This Agreement, entered into this _____ day of _____, 20____, is between _____, (Resident), whose address is _____, and The Hamptons (Community).

The Resident desires to use storage space # _____ in the Community's storage facility. The resident reserves said space for a period of _____, beginning on _____ and ending on _____.

The Resident agrees to pay _____ in advance for use of said space for the time period stated above.

Description of item being stored:

The resident may renew this license agreement upon its expiration at the then current rates which are established by the Community.

Resident _____

The Hamptons

Resident _____

EXHIBIT E
COVENANTS AND RESTRICTIONS

The covenants and restrictions applicable to this Park are attached as follows:

For review only!

INSTR # 2023183579
BK 12791 Pgs 0304-0306 PG(s)3
08/07/2023 01:23:40 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 27.00

DECLARATION OF RESTRICTIONS TO THE HAMPTONS

This Declaration of Restriction is made this 27 day of July, 2023, (the "Declaration"), by Hamptons Park, LLC, the owner of the property described herein (hereinafter "Owner"), which is a mobile home community known as The Hamptons (hereinafter the "Community") located in Polk County, Florida.

WHEREAS, Owner is a provider of housing for older persons age 55 and older under the fair housing laws of the United States and the State of Florida;

WHEREAS, Owner desires that The Hamptons shall continue to be operated as a qualified age 55 and older community under fair housing laws, through the imposition of certain covenants and prohibitions;

WHEREAS, Polk County acknowledges the right of The Hamptons to exemption from school impact fees but wishes to be able to ensure the continued right of The Hamptons to that exemption;

NOW, THEREFORE, Owner declares that the certain site leased to mobile home owners in The Hamptons be and are hereby made subject to the following restrictive covenants, and that all of the land comprising the Community, whether or not currently improved, shall be held, sold and conveyed subject to the following restrictive covenant, as more fully stated below:

See Legal Description attached hereto as "Exhibit A."

ARTICLE I: FIFTY-FIVE AND OLDER COMMUNITY

Section 1. The Hamptons is intended and operated for occupancy by persons 55 years of age and older. As such, The Hamptons shall adhere to the requirements of the Housing for Older Persons Act of 1995. Consequently, at least 80 percent of the occupied units must be occupied by at least one person who is 55 years of age or older as of the date of occupancy and any other occupant must be 45 years of age or older.

Section 2. At the time of application for initial occupancy, or upon demand of Community Management, all prospective residents and all existing residents shall be required to produce for inspection and copying, the following age verification documentation: driver's license; birth certificate; passport; immigration card; military identification; other valid local, state, national or international documents containing a birth date of comparable reliability or a certification in a lease, rental agreement, application, affidavit or other document signed by any member of a household age 18 or older asserting that at least one person in the unit is 55 years of age or older.

Section 3. On January 1st of each even numbered year, all existing residents shall be required to provide the names and ages of all current occupants of the unit, in writing, to Community Management.

Section 4. In no event shall any person under the age of 18 reside within any dwelling unit as a permanent resident in the Community.

Section 5. Polk County is a party to this Declaration and may enforce any violation by The Hamptons of the terms thereof by denial of further school impact fee exemption and by recovery of the full amount of any school impact fees which should have been paid during the period of violation.

ARTICLE II: DURATION

Section 1. A copy of the recorded declaration of covenants and restrictions that run with the land, cannot be revoked or amended for a period of at least 30 years from recording.

EXECUTED this 27 day of July, 2023.

Hamptons Park, LLC

By: [Signature]
Authorized Representative

COUNTY OF Polk
STATE OF Florida

Sworn and subscribed to before me this 27 day of July, 2023, by Jessica Landeran who did take an oath and is either personally known to me or produced as identification, ID Number [blank].



[Signature]
NOTARY PUBLIC

Print, Type or Stamp Name of Notary Public

For review only!

The NE 1/4 of the NW 1/4 and the East 1/2 of the SE 1/4 of the NW 1/4, North of U.S. Highway 91, LESS Right-of-Way, in Section 18, Township 28 South, Range 25 East, Polk County, Florida.

AND

The South 3/4 of the East 1/2; and the NE 1/4 of the NW 1/4 and the North 1/2 of the SW 1/4 of the NW 1/4 and the SE 1/4 of the SW 1/4 and the South 1/2 of the NE 1/4 of the NW 1/4 of Section 17, Township 28 South, Range 25 East, Polk County, Florida; subject to a County maintained road Right-of-Way for Old Dixie Highway.

AND

The East 1,919.00' of the NE 1/4, North of U.S. Highway 91, LESS the East 419.00' and LESS highway Right-of-Way in Section 18, Township 28 South, Range 25 East, Polk County, Florida

LESS AND EXCEPT THE FOLLOWING DESCRIBED PREMISES:

The West 200.00' of the East 1,919.00' of the South 510.00' of the North 1,316.00' of the NE 1/4 of Section 18, Township 28 South, Range 25 East, Polk County, Florida.

AND

That part of the West 200.00' of the East 1,919.00' of the NE 1/4 of Section 18, Township 28 South, Range 25 East, Polk County, Florida, lying North of U.S. Highway 91, LESS AND EXCEPT the North 1,316.00' thereof.

EXHIBIT A

NEED RECORDATION
RECORD NUMBER
IN THE PUBLIC RECORDS
OF POLK COUNTY, FLA.
BOOK 100 PAGE 14

2067 2288
POLK CO. REC. PAGE

For review only!