

SPANISH LAKES GOLF VILLAGE
Mobile Home Community
100 West Caribbean
Port St. Lucie, FL 34952

GOLF VILLAGE
POLICIES AND REGULATIONS

SPANISH LAKES GOLF VILLAGE WELCOMES YOU. OUR POLICIES AND REGULATIONS HAVE BEEN ESTABLISHED FOR YOUR BENEFIT, AND TO MAKE LIVING PLEASANT FOR YOU AND YOUR NEIGHBORS.

1. Speed limit within the Park shall not exceed 20 miles per hour.
2. All solicitation, commercial or otherwise, is banned with the exception that Park tenants have the right to canvass and solicit as allowed pursuant to Section 723.054, F.S.
3. No airing or drying of laundry on lots. Park laundry facilities are available for this purpose.
4. Spanish Lakes Golf Village is an owner-occupied residential community. Subleasing is allowed but the home cannot be used primarily as a rental unit. The Tenant shall not sublease the leased lot without the specific prior written consent of community management. Any subleasing without such prior written consent shall be void. No sublease, nor occupancy by or through a rental/purchase option or such other similar lease, of the lot by anyone other than community management, is authorized. No such subleasing, occupancy or collection of lot rental amount shall be deemed a waiver of this provision, or of the acceptance of the subtenant or occupant as a tenant, or of the release of the Tenant(s) from further performance by Tenant(s) of his lease. The consent by the community management to a subleasing shall not relieve the Tenant(s) from obtaining written consent from community management for any subsequent subleasing.
5. Management reserves the right to screen any prospective purchaser(s) or renter(s) to determine whether or not such purchaser(s) or renter(s) is qualified to become a tenant of the Park.
6. The Management is not responsible for fire, theft or damage to the manufactured homes, autos or other personal property belonging to the residents of the Park.
7. Cars may be parked only on concrete driveways.
8. Rent is to be paid on a timely monthly basis. The rent is due on the 15th of each month. Delinquent rent will be subject to late charges.
9. Permitted Use of Recreational Facilities

	Residents	Guests Over 35	Guests Under 35 Designated Hours Only	Renters
Swimming Pool	Yes	Yes		Yes
Golf Course *	Yes	No	No	No
Tennis Court	Yes	No	No	Yes
Clubhouse & Other Facilities	Yes	Yes	No	Yes

10. The Golf Course is to be used exclusively by the residents of Spanish Lakes Golf Village and Spanish Lakes Riverfront.
11. All residents, renters and guests shall wear an identification badge when in recreation areas or engaged in recreational activities.
12. All guests must be accompanied by a resident with whom they are visiting. All rules posted in recreation areas must be adhered to and observed.
13. Residents are invited to use all recreational facilities with reasonable caution. Your own physical condition and level of skill may suggest prudence in your use or lack of use of a particular facility. Residents hereby waive the right to bring suit against Spanish Lakes in an amount in excess of actual medical bills sustained (less amount advanced by Medicare or other health and accident insurance benefits).
14. Temporary or permanent exterior additions of any type require the written approval of the management prior to installation.
15. No storage or repairing of motor vehicles, boats, campers, etc. can be allowed.
16. Residents with self-propelled campers, and no other primary means of transportation, may park along side their home as long as this vehicle will fit on their driveway.
17. Residents must provide appropriate garbage containers.
18. Each lot may be landscaped in an attractive manner to suit the resident. All shrubs must be kept properly. Please check with Management regarding the location of underground utilities before planting.
19. Spanish Lakes Golf Village has been designed as an exclusively older persons community. Each unit must be occupied by at least one person 55 years of age or older in order to qualify for residency in the park. Further, all permanent residents must have obtained the age of 35 prior to residency in the park. Visiting children are admitted for reasonable lengths of time, provided they do not become annoying to other residents.
20. Your house number must be large enough to be visible from the street.
21. TV's, radios, stereos, etc. must be played at a moderate level.
22. All renters must adhere to the policies and regulations and must sign a copy of these regulations.
23. Pets can only be allowed in areas designated for them. They must be leashed at all times when outside your home.
24. Management reserves the right to require any pet which becomes annoying to other residents to be removed within 5 days notice.
25. No signs of any type may be displayed without the written consent of management - except that one "For Sale" sign not larger than 12" x 18" is permitted within the window of each home.
26. Garbage disposals are not permitted.
27. To fight pollution, no high-sudsing or detergents containing phosphates may be used.
28. For those residents using LP gas or oil, it is necessary that storage tanks be of the low profile, horizontal type and skirted. Spanish Lakes Golf Village will in no case be responsible for providing gas or oil. Our residents may make arrangements with any company they choose.
29. No removal of any foliage is permitted other than on resident's own lot.

30. All obligations of the mobile home owner and tenant as set forth in the prospectus for this park and filed with the State of Florida shall be required of the mobile home owner or tenant.
31. Management reserves the exclusive, unrestricted right to grant special exceptions to these Policies and Regulations when, in the exclusive opinion of management, special circumstances warrant the granting of special exceptions or written 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 Policies and Regulations may be granted by management due to space limitations, design considerations, in cases where the intent of a 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 management.
32. It shall be the resident's responsibility to keep informed of any published changes in policies and regulations.

SPANISH LAKES GOLF VILLAGE reserves the right to terminate the rental agreement of any resident under the conditions outlined in Section 723.061 F.S. Such parties will be required to move in compliance with the laws of the State of Florida. Management further reserves the right to add or alter these rules and regulations as circumstances may require.

I have read the foregoing rules and regulations of SPANISH LAKES GOLF VILLAGE MOBILE HOME PARK and agree to abide by same.

EXTERIOR WATER USE SCHEDULE

As stated in Section VIII, General Development Utilities supplies water to each of the resident's mobile homes. Consequently, any Exterior Water Use Schedule resulting from drought conditions would be promulgated at the time of need by the appropriate governmental agency, via Port St. Lucie Utilities.

Exhibit C

5) TENANT agrees that he and all occupants of his mobile home shall at all times conduct themselves with due regard for the personal and property rights of the other TENANTS of the COMMUNITY and will refrain from doing or causing to be done any act or thing that would create a nuisance, which term shall include obstruction or interference with the personal and property rights of other occupants of the COMMUNITY or with the orderly and efficient operation of the COMMUNITY. TENANT further agrees that he and said occupants of his mobile home will keep and maintain the demised premises in good repair, comply with all municipal, county, state or federal laws, regulations or ordinances now or hereafter applicable, and upon termination of this Lease, surrender the demised premises to the LANDLORD in good order and condition.

6) TENANT acknowledges that all streets, thoroughfares, parks and recreation facilities, remain the private property of LANDLORD to be used by TENANT in common with other TENANTS of the COMMUNITY, subject to the Policies and Regulations LANDLORD may establish from time to time.

7) The prompt payment of rent for said premises upon the dates named, the full and faithful performance of all covenants and provisions of this Lease, and the full and faithful observance of the Policies and Regulations and Exterior Water Use Schedule of the COMMUNITY which are hereby made a part of this covenant, and of such other and further Policies and Regulations and additions of the Exterior Water Use Schedule as may be hereafter made by LANDLORD are the conditions upon which this Lease is made and accepted.

8) If the TENANT shall fail to pay the lot rental amount herein reserved at the time and in the manner stated, or fail to keep and perform any other conditions, stipulations or agreement herein contained, or his part to be kept and performed or should title to or possession of TENANT'S mobile home located in the COMMUNITY be sold or assigned, other than as set forth in PARAGRAPH 4, voluntarily or involuntarily, or by operation of law, or should any creditor or creditors of TENANT or any Receiver or Trustee, on behalf of such creditor or creditors, or any other person or persons, by levy, attachment, or other proceedings, or by operation of law, obtain title to or the possession of said mobile home, the LANDLORD may, at its option, terminate this Lease and all the rights of the TENANT hereunder.

9) In the event of a breach of any covenant by TENANT, other than non-payment of lot rental amount, TENANT shall have the required legal time after written notice by LANDLORD to cure or discontinue such breach, and if TENANT shall fail to cure or discontinue within said time, LANDLORD may terminate this Lease. Upon termination of this Lease, TENANT'S right to possession shall immediately terminate and retention or possession thereafter shall constitute unlawful detainer of the demised premises.

10) The rights of LANDLORD contained herein are cumulative, and failure on the part of TENANT to exercise promptly any right given hereunder shall not operate to forfeit any of said rights. No waiver by LANDLORD of any condition or covenant of this Lease shall be deemed to constitute or imply a further waiver of any other like condition or covenant of this said Lease.

11) TENANT shall pay on demand all costs, expenses and reasonable attorney's fees which shall be incurred or expended by LANDLORD due to breach of any covenant or provision of this Lease by TENANT.

12) This agreement is the entire agreement between the parties without representation or promise except as herein set forth; this contract shall bind the LANDLORD and its successors or assigns, and the heirs, assigns, administrators, legal representatives, executors, or successors as the case may be of the TENANT; and shall be subordinated to all underlying leases and mortgages now or hereafter made, affecting the demised premises and to all renewals, modifications and extensions thereof.

13) All notices hereunder shall be in writing. Any notice by TENANT to LANDLORD hereunder shall be given to LANDLORD at the business office of LANDLORD, as set forth in Paragraph 2. Any notice by LANDLORD to TENANT in connection with TENANT'S tenancy or this Lease shall be sufficient if mailed or delivered to TENANT at TENANT'S address in the COMMUNITY unless TENANT has filed with LANDLORD a different address in writing for receipt of notice, which may be done only if TENANT has moved from the COMMUNITY.

SPANISH LAKES GOLF VILLAGE
MOBILE/MODULAR HOME COMMUNITY
ONE YEAR LEASE AGREEMENT

THIS AGREEMENT OF LEASE entered into at Port St. Lucie Florida, this _____ day of _____, 19____ between SPANISH LAKES COMMUNITIES (LANDLORD) AND, _____ (TENANTS).

WITNESSETH, in consideration of rents, 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) LANDLORD hereby leases to TENANT for installation thereon of TENANT'S mobile home that certain lot located in the Spanish Lakes Golf Village Mobile/Modular Home Community (COMMUNITY), more particularly described as _____ ON Plot Plan attached hereto as Exhibit A and made a part hereof, to be occupied solely as a private dwelling place only by TENANT and TENANT'S family consisting of _____ persons, no children, and _____ pets. In no event shall the total number of occupants exceed that permitted by applicable statute, ordinance or government regulation. Base lot rental amount includes pad rental, garbage collection, storm drainage, lawn mowing, and use of all recreational facilities.
- 2) The term of this Lease shall be twelve months, commencing on _____ and terminating on _____. The rent paid shall be \$ _____ per month for the term of the Lease. This Lease may be renewed on an annual basis, with an annual renewal increase equivalent to the percentage increase in 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 the 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. But, in no case shall the increase be less than 3.5 percent, or greater than 7.5 percent. The monthly rent shall be payable, without set-off, in advance on the fifteenth day of each month. In the event TENANT shall occupy the premises prior to the commencement date of this Lease, TENANT shall pay a pro rata daily rental for such interim period payable promptly upon occupancy. All rental payments shall be made by TENANT to LANDLORD at its office at Port St. Lucie, Florida, or such other place as LANDLORD may designate, on or before the monthly due date for such payments. Time is of the essence for each monthly payment of rent. TENANT shall pay for all utilities and services used on their lot or within their home. In the event TENANT fails to pay same, LANDLORD may, but shall not be obligated to, pay such charges which shall immediately become due and payable as additional rent hereunder.
- 3) The Policies and Regulations and Exterior Water Use Schedule of the COMMUNITY, as from time to time amended, are made a part of this Lease. The present Policies and Regulations and Exterior Water Use Schedule are attached hereto, and marked as Exhibit B and C respectively. Each term and provision of said Policies and Regulations and Exterior Water Use Schedule are incorporated herein by reference as if all the terms were set forth in full, and the parties hereto agree that all terms therein are covenants and provisions of this Lease. TENANT agrees to keep, observe and comply with these Policies and Regulations and Exterior Water Use Schedule as well as any additions or modifications that may subsequently be adopted by LANDLORD. LANDLORD agrees that any additions or modifications will be reasonably necessary for the proper and efficient operation of the COMMUNITY and that TENANT will be notified of adoption of same.
- 4) TENANT shall not sublet or assign his interest in this Lease or the lot leased herein, without the written consent of LANDLORD being first obtained. Such consent shall not be unreasonably withheld or construed to be in conflict with Florida Statute 723. TENANT agrees that any assignment shall be made or requested only in conjunction with the sale of TENANT'S mobile home, and that said assignment shall be restricted to the purchase of said mobile home. Pursuant to Florida Statute 723.059 (5), the renewal provision of this Lease Agreement is specifically not assumable. However, by virtue of F.S. 723.059 (3), a purchaser of a mobile home who becomes a resident of the mobile homes park, in accordance with this section, has the right to assume the remainder of the term of this Lease Agreement, as long as it is in effect between the LANDLORD and the TENANT. If the new TENANT should elect to assume the remaining term of this Lease, then upon the completion of the term of the assumed Lease Agreement, the rent shall be increased by an amount determined by the mobile home park owner in accordance with the factors as discussed in the Prospectus delivered to the initial recipient. After this adjustment, the new TENANT will be offered a One Year Lease Agreement at the new rental rate.

14) If TENANT shall occupy the leased premises without the consent of LANDLORD after the expiration or termination of this Lease (by lapse of time or otherwise), TENANT shall be a tenant at sufferance and shall be liable to pay rent for the month of such termination at double the rental rate payments provided in this Lease. LANDLORD and TENANT waive trial by jury in any action brought by either party in connection with this Lease. Provisions of this paragraph and the acceptance of any rent for such holdover period shall not constitute a waiver by LANDLORD of any of LANDLORD'S rights of re-entry and right to terminate this Lease or the term hereby granted and to take any legal action available to LANDLORD for dispossession of TENANT.

15) In the event TENANT shall, as of the date hereof or hereafter during the term of this Lease, enter into any contract with LANDLORD to provide any services, materials or property of any nature to TENANT and the premises herein demised, TENANT agrees that all sums due under any agreement will be deemed additional rent and LANDLORD shall have all the remedies herein provided in the event of nonpayment of rent under said agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purposes herein expressed the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

SPANISH LAKES COMMUNITIES

Witnesses as to
Landlord:

1. _____

2. _____

By: _____
(LANDLORD)

Witnesses as to
Tenant:

1. _____

2. _____

(TENANT)

(TENANT)

Exhibit D
Rev. 3/6/02