

## VISTA DEL LAGO

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 FIFTEEN (15) DAYS.

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## DEFINITIONS

All terms within this prospectus are defined in accordance with Chapter 723, Florida Statutes, and the rules of the Department of Business and Professional Regulation, or are used according to their plain meaning. Additionally, the following terms as used herein are defined as follows:

"Community" - means "mobile home park" as defined in § 723.003, Fla. Stat. "Community Owner" - means park owner as defined in § 723.003, Fla. Stat.

"Delivery Date" - means the date that a copy of this Prospectus was first delivered by the park owner to a homeowner as reflected in the business records of the park/community.

"Filing Date" - means the date on which this prospectus was first filed for review with the State of Florida, Department of Business and Professional Regulation, Division of Land Sales, Condominiums and Mobile Homes.

"Management" - means those person(s) duly authorized by the park owner to make decisions for the park owner in matters related to the administration and management of the Community.

"Mobile Home" or "mobile home" - means a unit as defined by § 723.003, Fla. Stat. (2000) and shall not include any unit originally sold as a recreational vehicle. This prospectus shall only apply to mobile homes, not to recreational-vehicle-type units, except as required by law.

"Mobile Home Lot" - means a lot described and intended by the mobile home park owner for placement of a mobile home. This prospectus shall only apply to mobile home lots, not to any spaces offered for occupancy by recreational-vehicle-type units.

"Occupant" - means Resident. "Park" - means Community.

"Park Owner" or "park owner" - means the owner or operator of the mobile home park as defined in § 723.003.

"Proportionate Share" - for calculating pass-through charges use the amount calculated by dividing equally among the affected developed lots in the park the total costs for the necessary and actual direct costs and impact or hookup fees incurred for governmentally mandated capital improvements serving the recreational and common areas and all affected developed lots in the park.

"Resident" - means homeowner(s) and all occupant(s) of the mobile home, except guests.

## PROSPECTUS VISTA DEL LAGO

### I. NAME AND ADDRESS OF PARK

Vista del Lago  
14465 Vista del Lago Boulevard  
Winter Garden, Florida 34787

### II. RECEIPT OF NOTICES AND DEMANDS

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

Operations Manager  
14465 Vista del Lago Boulevard  
Winter Garden, Florida 34787

The owner and management of Vista Del Lago are referred to herein as "Park Owner".

### III. PARK PROPERTY DESCRIPTION

#### A. Park Property and Lots

The number of mobile home lots in the park is 925 on the Filing Date. Lots are classified as: small; medium; large; medium corner; large corner; medium water; large water; large water corner; and, premium. However, the park owner reserves the right from time to time to reclassify any or all of the lots in the park with respect to such reasonable factors as size or location, if consented to by the affected mobile home owner and the park owner; or, if the lot is vacated; or, if a new prospectus is delivered to and accepted by an affected homeowner. The size and shape of the lots in the park may vary. The lots have not been platted or surveyed; and, all actual dimensions may be affected by streets, canals, lakes and waterways (where appropriate), adjacent lots, natural terrain and other physical limitations. The approximate size of these lots is as follows:

SEE EXHIBIT "A" FOR LOT CLASSIFICATIONS AND APPROXIMATE SIZE DESCRIPTIONS.

Please refer to Exhibit "A" for a visual representation of the park layout and lot classifications. Several lots in the Community, such as, for example, corner lots, large water lots, lots bordering on common areas and other lots, vary substantially in size and dimensions from the average lot in the Park. The dimensions of the described lots are only approximations and are not based upon an accurate or certified survey. Do not rely on such generalized drawing without visually inspecting the lot in question to your satisfaction.

#### B. Setback and Minimum Separation Distance Requirements

There are several requirements of law with respect to how far each manufactured home within the Park must be set back from the borders of homesites and the distance that must be maintained from each manufactured home in the Park and its supporting facilities (such as, for example, a carport) to other manufactured homes, supporting facilities and structures in the Park.

Pursuant to Section 4A-42.005, Florida Administrative Code, the State Fire Marshal has adopted the code of the National Fire Protection Association. This code sets forth minimum separation distance requirements between manufactured homes as follows:

##### 4-2.1 Fire Safety Separation Requirements

4-2.1.1 Any portion of a manufactured home, excluding the tongue, shall not be located closer than 10 ft. (3 m) side to side, 8 ft. (2.4 m) end to side, or 6 ft. (1.8 m) end to end horizontally from any other manufactured home or community building unless the exposed composite walls and roof of either structure are without openings and constructed of materials that will provide a one-hour fire rating or the structures are separated by a one-hour fire-rated barrier. (See 4-4.1)

##### 4-4 Accessory Building or Structure Fire Safety Requirements

4-4.1 Setback Requirements: Accessory buildings or structures shall be permitted to be located immediately adjacent to a site line where constructed entirely of materials that do not support combustion and provided that such buildings or structures are not less than 3 ft. (0.9 m) from an accessory building or structure on an adjacent site. An accessory building or structure constructed of combustible materials shall be located not closer than 5 ft. (1.5 m) from the site line of an adjoining site.

In addition to the requirements of the State Fire Marshal, Orange County, Florida has enacted certain zoning regulations controlling the set back and separation of mobile homes within the Park. Orange County Code Section 38-578 (2)c. R-T Mobile Home Park District: "Minimum separation between mobile homes shall be fifteen (15) feet. Certain additions to mobile homes are permitted, provided minimum separation between the addition and any other

mobile home, or addition thereto, shall be ten (10) feet. Such additions are limited to screened rooms, carports, accessory buildings to store personal items and gardening equipment. Any other addition shall provide a minimum of fifteen (15) feet separation."

The requirements quoted and referenced above of the various governing agencies having jurisdiction in these matters may overlap or be inconsistent with one another. In addition, governmental rules or regulations are subject to amendment or repeal. No representation is made as to the interpretation of the setback and separation requirements set out above, nor as to the continuing applicability of such requirements after the Filing Date. Prospective home owners of the Community are advised to inquire with the above-referenced authorities with respect to these matters.

C. Lots Sharing Facilities

On the Filing Date, the maximum number of mobile home lots sharing the facilities of the park was 925.

#### IV. RECREATIONAL AND COMMON FACILITIES

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

1. Clubhouse. The Park has one clubhouse building that is located immediately south of Phase I on the Lake front. See Exhibit A indicated as "Club Vista." All recreational facilities are located at Club Vista except for the Phase IV pool. The clubhouse contains the following rooms:

<u>ROOM</u>	<u>INTENDED PURPOSES</u>	<u>APPROXIMATE FLOOR AREA</u>	<u>CAPACITY</u>
Ballroom	Social gatherings and meetings	4600 sq. ft.	376 people
Game Room	Playing pool, cards and library	600 sq. ft.	16 people
Kitchen	Food preparation	560 sq. ft.	15 people
Media Center	Computer/Internet Access	560 sq. ft.	14 people
Sauna	Sauna	56 sq. ft.	6 people
Men's Locker Room	Locker Room	322 sq. ft.	8 people
Women's Locker Room	Locker Room	322 sq. ft.	8 people
Exercise Room	Exercise	400 sq. ft.	10 people
Exercise Room #2	Exercise	378 sq. ft.	10 people
Men's Room	Restroom	176 sq. ft.	7 people
Ladies' Room	Restroom	176 sq. ft.	7 people
Manager's Office	Park Management Operations Only	400 sq. ft.	8 people

The total air conditioned space in the clubhouse is 11,632 sq. ft.

2. Swimming Pools. The Park has three swimming pools. Two swimming pools are located at the clubhouse. Each of the clubhouse pools are approximately 3 ft. to 6 ft. in depth. The deck around each pool consists of approximately 3500 sq. ft., excluding the planters and walkways, and has a capacity of 175 people. Although the pools contain equipment to heat the water, the Owner reserves the right to determine whether the pools will be heated.

The third swimming pool is located in Phase IV at the intersection of Vista Del Lago Blvd. and Rialto Drive. The pool is approximately 3 1/2 feet to 6 feet in depth. The deck around the pool consists of approximately 3,000 square feet and has a capacity of 150 people. The pool located in Phase IV has only a solar heater.

3. Other Facilities. In addition to the clubhouse and swimming pools, the Park has the following facilities that are available for use by Park residents.

a. Two outdoor whirlpools: First whirlpool is located at the main pool and has a 10 ft. diameter and a capacity of 8 people. The second whirlpool is located at the clubhouse outer pool and has an 8ft. diameter and a capacity of 6 people.

b. One laundry facility: located in the clubhouse area and has an approximate area of 240 sq. ft. that contains washers and dryers.

c. Four outdoor shuffleboard courts.

d. Two outdoor horseshoe pits.

e. Two outdoor racquetball courts.

f. One "kiddie pool" located at the clubhouse. The kiddie pool is approximately 10 ft. in diameter and has a capacity of 8 people.

g. Phase IV Pool has a ladies' room approximate 115 square feet with a capacity of 2 people; and, a men's room approximately 106 square feet with a capacity of 2 people.

h. Two outdoor tennis courts.

i. One boat ramp.

j. One dock.

k. Two spectator shelters for shuffleboard and horseshoe pits.

l. One courtyard off the ballroom of approximately 2030 sq. ft.

m. One playground adjacent to the pool area of approximately 1500 sq. ft. and with a capacity of 30 children.

n. One mailroom (interior not accessible by residents).

o. One outdoor covered pavilion of approximately 800 square feet located adjacent to the playground.

4. Personal Property. The items of personal property available for use by Park residents include all shuffleboard equipment and all personal Property located in the clubhouse that is intended for the shared use of all residents such as, for example, the pool table equipment, the furniture, the kitchen equipment and the library materials

(but not including the personal property intended solely for use in the management of the Park such as the items located in the manager's office).

5. Days and Hours of Operation.

Clubhouse - the clubhouse is open seven (7) days a week, from 9:00 a.m. until 10:00 p.m. Any resident wishing to use the clubhouse beyond 10:00 p.m. must secure written approval from the Community Manager.

Swimming Pools and outdoor Recreational Facilities are open from 9:00 a.m. to 10:00 p.m.

The hours that each facility is open for use may be changed from time to time in accordance with the needs and uses of the facility as determined by the Park management.

6. Service Facilities. In addition to the recreational and common facilities described above, the Park contains several service improvements such as roadways and other utility facilities.

7. In General. All facilities are complete as of the Filing Date. The Owner reserves the right from time to time to alter or change any of such facilities by the removal, relocation or alteration of existing facilities 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.

## V. PARK MANAGEMENT AND MAINTENANCE

The Park Owner has exclusive rights to make decisions as necessary for park operation and management. The Community will be managed by a Community Manager. The Community Manager's office is located at the Clubhouse and will have posted days and hours of operation. Normal office hours are subject to change after 7 days written notice is given to all Community residents, provided there is no reduction in total office hours. If there is a reduction in total office hours, 90 days written notice will be given to all Community residents. Notice of a change in hours will be deemed "given" when either: (1) hand delivered to the Tenant; or (2) placed in the U.S. Mail by either the Park Owner or its agent. All questions and problems concerning park operations should be directed to the Community Manager. Emergencies may be reported at any time.

The maintenance and operation of the park property is also the responsibility of the Community Manager. The Park Owner may from time to time employ private contractors for any repairs or maintenance the Park Owner deems necessary or appropriate to properly maintain the park. The Park Owner reserves the right, upon 90 days prior written notice to each mobile home owner, to increase, reduce, eliminate or modify from time to time any or all of the services that are provided by the park.

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

## VI. MOBILE HOME OWNER REQUIRED IMPROVEMENTS

Vista del Lago is a closed park and all mobile homes must be purchased through the park dealership and will be sold completely set up to the park requirements. If, in the discretion of the park management, at a later date, the closed park rule is lifted, homes entering must meet the following requirements:

As a condition of each mobile homeowner's occupancy in the Park, the following improvements must be installed at the mobile home owner's expense and be constructed in compliance with the Orange County Building Code and the State of Florida Set-Up Specifications:

a. Tie-downs meeting the requirements of all applicable state and local statutes and ordinances must be installed and approved prior to occupancy. The home owner is responsible for obtaining and paying for all permits and fees of any nature associated with the initial location and setup of the mobile home. The homeowner is solely responsible for periodic safety inspections of such tie-downs; and, for taking such corrective action as is necessary to ensure continuing compliance with all required and recommended tie-down procedures established by local, state, and federal government regulation or statute; and, by the manufactured home's builder or manufacturer. The site location of all home installations must be approved in advance by the park owner to protect general park appearance. Such prior approval is limited solely to ensuring aesthetic compatibility within the Community. It does not relieve the homeowner of any other responsibility assigned by this prospectus or applicable statutes, ordinances, and regulations. Tenant must comply with all such applicable statutes, ordinances, and regulations. Tenant shall make all repairs within the time permitted by the governmental unit; or, within ten (10) days after receiving notice from Management, whichever is less.

b. A concrete driveway to the street, twelve (12) feet in width and guttering at the street access from the driveway, which is to be consistent with the guttering in the Park.

c. A carport which is a minimum size 12' x 20'.

d. A utility shed which is attached to and becomes part of the mobile home and the exterior must be consistent with the exterior of said home.

e. Concrete or fiberglass steps at each entrance to the mobile home.

f. A fully sodded lawn.

g. A stucco or brick skirting around the mobile home.

h. Homesite numbers placed on the front of the mobile home.

Each of such improvements must be designed and installed in accordance with the requirements of the Community Rules and Regulations and in accordance with plans that have been approved in advance by the Community Manager.

## VII. UTILITIES AND OTHER SERVICES

A. As of the Filing Date, the following utilities and other services are provided and charged as shown. The Park Owner, however, reserves the right to make future changes. See, Section, VII.B.

1. Water. Water is provided by the Kissimmee Utility Authority. Responsibility for water mains in the Park up to and including the water meter installed on your lot is the responsibility of the Kissimmee Utility Authority. The home owner is responsible for the lines from the water meter on their lot to the home, including the connection to the home and to the water meter itself. All water consumed on the mobile home lots within the Park is separately metered and billed by the Kissimmee Utility Authority directly to each mobile home owner and is not included in the lot rental amount.

2. Sewage. Sewage disposal is provided by the Kissimmee Utility Authority. Responsibilities for sewer lines within the Park are Kissimmee Utility Authority's responsibility. Individual service from the main including the connection to the home is the mobile home owner's responsibilities. Sewage disposal is separately billed by the Kissimmee Utility Authority directly to each mobile home owner and is not included in the lot rental amount.

3. Waste Disposal. Waste disposal (garbage and trash collection) is provided by Vista del Lago as part of the lot rental amount. Garbage and trash are collected by the Park Owner from each lot using a waste collection service. Homeowners are responsible for placing garbage and trash in adequate containers and placing such containers next to the curb on pickup dates. As of the Filing Date, the Park does not separately bill the mobile home owners for the



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

4. Electricity. Electric power consumed within the Park is provided by Progress Energy. All electricity consumed on the mobile home lots within the Park is separately metered and billed by Progress Energy directly to each mobile home owner and is not included in the lot rental amount. Electricity power for the street lights and common facilities in the Park is separately metered by Progress Energy and billed to the Park and is included in the lot rental amount. Progress Energy is responsible for the maintenance of the underground electric lines to the pedestal located on each mobile home lot. The mobile home owner is responsible for the maintenance of the pedestal, the electric lines from the pedestal to the mobile home, and for any other connections and outdoor receptacles.

5. Cable Television. Cable television service is provided by Brighthouse Networks and is not included in the lot rental amount. Interested residents should contact Brighthouse directly and make appropriate arrangements.

6. Storm Drainage. Storm drains are provided and maintained by the Park. Costs are part of the base rent.

7. Telephone. Telephone service is provided by numerous commercial providers, including, but not limited to, Embarq and FDN Communications, and is not included in the lot rental amount. Resident is free to choose the provider of their choice. The Park does not become involved, nor is it responsible for telephone hook-up or repair.

8. Streets and Walkways. Vista del Lago maintains and repairs all streets and walkways within the common areas and costs are part of the base rent. Residents are required to maintain and repair driveways and walkways located on their premises.

9. Maintenance of Lots. The resident's home, skirting, sheds, shrubs, trees, lawn, plants and other structures are the resident's responsibility and must be maintained in a neat and attractive manner. Vista del Lago mows the grass, but does not maintain a resident's lawn or premises in any manner. The Park will not be liable for damage to tenant's mobile home or other property as a result of falling trees, limbs or other debris. Lawn mowing is included in base rent. Any other maintenance of lots performed by the Park will be charged to the resident as a user fee as defined in Section IX of this Prospectus.

B. CHANGES TO UTILITIES AND OTHER SERVICES: The description of the utilities and other services set forth above reflects the manner in which such services are provided and charged as of the Filing Date. Lawn mowing, waste disposal, storm drainage costs, and electricity for common areas are included in Base Rent as of the Filing Date. The Park Owner reserves the right, upon 90 days prior written notice to the owner of a mobile home in the community, to discontinue the provision or maintenance of any utility or other service described above that is presently provided and/or maintained by the community. In addition, the mobile home owners within the community may be billed separately for utilities or services that are billed to the community and included in Base Rent without separate charge as of the Filing Date. Home owners may be billed for a pro rata share of the charges billed to the Community.

The Park Owner reserves the right to charge the home owners separately for any utility or service that is not presently provided in the Park as of the Filing Date.

## VIII. INCREASES IN RENT AND OTHER CHARGES

### LOT RENTAL AMOUNT

The following is a list of all financial obligations, except user fees, which are required as a condition of tenancy. This includes all fees, pass-through charges, assessments, government or utility charges and any other financial obligations of the home owner to the Park Owner relating to the tenancy. (The current dollar amount must be written prior to delivery to the home owner).

#### A. Base Rent

The base rent charged for your lot as of the date of delivery of this prospectus is \$\_\_\_\_\_ per month. Base rent is subject to annual increases after notice from the park owner of such increase as required by Chapter 723, Florida Statutes.

#### B. Special Use Fees

Special use fees that the mobile home owner will be responsible for include:

1. Investigation/Credit Check Fee: \$\_\_\_\_\_. Due at the time of application, this one-time charge will cover costs for determining eligibility, including credit worthiness, of any applicant for residency in the park. This fee will be charged by the park owner, as allowed by law, in qualifying a prospective tenant in the park.

2. Entrance Fee: \$\_\_\_\_\_. A one-time entrance fee is imposed on all new mobile home placement in the park in accordance with Section 723.041, Florida Statutes. Will not be charged for a move within the Community; or, to a purchaser of a mobile home within the Community that is offered for sale by an existing resident.

3. Late Payment Fee: \$\_\_\_\_\_. All payments received at the corporate office after 5:00 p.m. on the 5<sup>th</sup> of the month will be subject to a \$\_\_\_\_\_ delinquent charge. An additional \$\_\_\_\_\_/day will be charged after 5:00 p.m. on the 6<sup>th</sup> of the month. Rent is considered to be paid on the date that the check is received by the corporate office, not on the date that it is mailed, postmarked or indicated on the check.

4. Returned Check Fee: \$\_\_\_\_\_ Due per check on tenant's checks not honored by a financial institution in addition to accrued late fees and fees charged by the financial institution for returned checks.

5. Pet Fee: \$\_\_\_\_\_ Per pet per month.

6. Additional Resident: \$\_\_\_\_\_ Per month for each person over 6 persons residing in the mobile home or excess in number of individuals permitted to reside in mobile home pursuant to the rental agreement, who resides in mobile home in excess of 15 consecutive days or 30 total days per year.

7. Garbage/Refuse Fee: \$\_\_\_\_\_. Charge for removing any garbage/refuse not removed as normal garbage/refuse by the garbage service.

8. Special Service Fee: \$\_\_\_\_\_ Per service call or \$\_\_\_\_\_ per worker/hour for any repair, maintenance or service performed by the park or charge incurred by the park, which was caused by Tenant's failure to comply with park rules (See Rules); or, for any negligence, damage, maintenance or repairs to Park property.

9. Taxes and Assessments: \$\_\_\_\_\_. All taxes, assessments and fees of any nature required to be paid now or in the future by any governmental entity. Such taxes, assessments and fees shall be in addition to the base rent.

10. Mail box Fee: \$\_\_\_\_\_. Includes the cost of mail box key, and if key is lost, replacement charge will be \$\_\_\_\_\_.

11. Replacement Front Gate Card: \$\_\_\_\_\_. Two free front gate cards are issued to each home on initial arrival/sale. Replacement or additional card charge will be \$\_\_\_\_\_.

12. Security Deposit: \$\_\_\_\_\_. Refundable, subject to the requirements of Ch. 83, Fla. Stat., and resident's full compliance with existing Rules and Regulations prior to departure from the Community.

13. Vehicle Storage Fee: \$\_\_\_\_\_. Per vehicle per month.

14. Special Request Fee: \$\_\_\_\_\_. Per service use (such as private party) for any common facility.

15. Storm Drainage/Utility Fee: \$\_\_\_\_\_. Per month.<sup>1</sup>

16. Waste Disposal and Collection Charge: \$\_\_\_\_\_ Per month.<sup>1</sup>

C. Pass-through Charges

The mobile home owner will be responsible for payment of any pass-through charge, which is the home owner's proportionate share of the necessary and actual direct costs and impact or hookup fees for a governmentally mandated capital improvement which may include the necessary and actual direct costs and impact or hookup fees incurred for capital improvements required for public or private regulated utilities. The charges may be assessed more often than annually and will be assessed to the mobile home owner on a Proportionate Share basis. See, Definitions.

D. Government or Utility Charges

The Park Owner may charge the home owners for any costs incurred or caused by any state, federal, or local government; or, utility company. The Park Owner may pass on, at any time during the term of the lot rental agreement, certain government or utility charges subject to the requirements of Chapter 723, as amended. If charged for separately, these allowable "pass on" charges will not be otherwise collected in the remainder of the lot rental amount. The "pass on" charges may be assessed more often than annually and will be assessed to the mobile home owner on a metered basis, based on actual usage, or on a pro rata basis. A home owner's pro rata basis (share) will be computed by dividing the total number of mobile home spaces leased by a mobile home owner by the total number of leased mobile home spaces in the Park and multiplying it by all direct costs, including, by way of example and not by limitation thereof, any and all engineering, design or development charges of every nature; plus, any impact or hookup fees charged by a utility company or governmental entity; plus, any costs of capital related to such costs or charges.

E. Assessments

Assessments may be imposed in addition to the base rent, based on "increased costs" to the Park Owner, including but not limited to, any costs arising due to acts of God or third parties, as set forth in the section "Increases in Lot Rental Amount" of this prospectus. The assessment will be imposed as set forth in the Notice of Assessment. The Notice of Assessment will be given ninety (90) days prior to the effective date of the assessment.

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<sup>1</sup>Not charged separately as of the Filing Date; Park Owner reserves the right to charge in the future pursuant to the Prospectus. See, Sec. VII.

F. Generally

The costs of all other services required by the home owner are solely the home owner's responsibility.

The dollar amounts set above represent only the amounts charged for each rental category on the Delivery Date (the date upon which the prospectus is delivered to the tenant). As disclosed in this Prospectus, such amounts are subject to increase.

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

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

#### INCREASES IN LOT RENTAL AMOUNT

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

1. Definitions. As used in this Section VIII:

a. "Lot rental amount" means all financial obligations, except user fees, which are required as a condition of the tenancy.

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

c. "Pass-through charge" means the mobile home owner's proportionate share of the necessary and actual direct costs and impact or hookup fees for a governmentally mandated capital improvement, which may include the necessary and actual direct costs and impact or hookup fees incurred for capital improvements required for public or private regulated utilities.

d. "Proportionate Share" for calculating pass-through charges means the amount calculated by dividing equally among the affected developed lots in the park the total costs for the necessary and actual direct costs and impact or hookup fees incurred for governmentally mandated capital improvements serving the recreational and common areas and all affected developed lots in the park.

e. "User fees" means those amounts charged in addition to the lot rental amount for non-essential 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.

f. "Pass-on charge" means utility charges and ad valorem property taxes and such other charges as may be later defined as pass-on charges by the Florida Statutes. Pass-on charges may be increased and collected during the term of the lot rental agreement, provided that such items are not otherwise being collected in the remainder of the lot rental amount. (See VIII, D).

2. Notice of Increase. The mobile home owner shall be notified of any increase in the lot rental amount at least 90 days prior to the effective date of such increase. Notice of a rental increase will be deemed "given" when either: (1) hand delivered to the home owner; or (2) placed in the U.S. Mail by either the Park Owner or its agent.

3. Lot Rental Amount Increase. An increase in one or more of the following factors may result in an increase in the home owner's lot rental amount, user fees, or other charges:

a. "Increased costs" which refers to any increases experienced by the Park Owner since the delivery of notice of the last increase in the lot rental amount in the total costs arising out of the ownership, operation and management of the Community. All present and future operating expenses and other charges of every kind and nature may be taken into account in determining the total costs, and such expenses and charges may include, but are not necessarily limited to: (1) costs of obtaining utility services, including water, sewer, electricity, gas and waste disposal; (2) property taxes and special assessment and levies; (3) insurance premiums; (4) the cost of general repairs; (5) the cost of janitorial, security, cleaning, window washing and pest control; (6) the cost of redecorating, renovating and landscaping the common facilities or areas in the Community, and of striping, patching and repairing any roadways, vehicular parking areas or storage areas in the Community; (7) the cost of providing heating, ventilating and air-conditioning services to any recreational building or other common area or facility in the Community; (8) reasonable salaries and other remuneration and compensation paid to persons or firms engaged in operating, managing, repairing, maintaining or administering the Community; (9) management fees paid in connection with the operation and management of the Community, including any such fees paid to Park Owner or any affiliate of Park Owner; (10) the cost of capital improvements or major repairs made in or for the benefit of the Community or its residents, and the funding of any reserves for capital improvements or repairs; and, (11) license fees, permit fees and other fees and charges payable to the state of Florida or any agency or municipality thereof.

b. "Prevailing Market Rent" refers to the lot rental amount imposed in manufactured home communities which are comparable to this Community, or the lot rental amount willingly paid from time to time by new residents of this Community. A community will be deemed comparable if it is located in the same competitive area as this Community, and offers similar facilities, amenities, services and/or management.

c. "Prevailing Economic Conditions" refers to those factors which bear on the economic viability of a real estate investment and which would be considered by a prudent businessman in establishing the lot rental amount or any increase in the amount thereof. These factors may include, but are not necessarily limited to: (1) the costs attendant to the replacement of this Community in the economic environment existing at the time of any increase in the lot rental amount, including land acquisition costs, construction costs, and losses associated with the operation of a manufactured home Community prior to full occupancy, and the level at which the lot rental amount must be established in order that the Park Owner will realize a reasonable rate of return on the costs referred to in this clause; (2) the level at which the lot rental amount must be established in order that the Park Owner will realize a reasonable return on the "Owner's Equity;" for this purpose, the "Owner's Equity" refers to the fair market value of the Community from time to time, less existing mortgage indebtedness; (3) the level at which the lot rental amount must be established in order to pay the level of interest rates and other financing charges associated with construction, interim and permanent financing, including the cost of purchase of the property; (4) the availability of alternative forms of real estate investments which, absent the lot rental amount increase in question, might reasonably be expected to yield a greater return on investment capital; (5) the levels of the Consumer Price Index, U.S. City Average - All Urban Consumers (1982-84 = 100) and/or any other widely accepted replacement index measuring the relative value of the U.S. dollar; (6) other economic factors which might reasonably be expected to affect either the value of the Community, the rate of return available to the Owner of the Community at the existing level of the lot rental amount, the present value of the real estate investment in the then current economic conditions, and which would be taken into consideration by a prudent businessman in considering the amount of lot rental amount increase required in the Community in order to realize a rate of return similar to other at risk real estate ventures from the then current value of the Community.

d. In addition to any increase in lot rental amount resulting from any one or more of the foregoing factors, the Park Owner expressly reserves the right to increase the base lot rental amount for each leased lot in the Community up to five percent (5%) per annum.

## IX. ADDITIONAL CONSIDERATIONS

A. The Park Owner reserves the right to amend this Prospectus or any Exhibit thereto from time to time to the extent permitted by law.

B. Tenants assuming the remaining portion of a rental agreement as allowed by subsection 723.059(3), Florida Statutes, as amended, are hereby notified that, upon expiration of the term of the assumed rental agreement, the Park Owner expressly reserves the right to increase lot rental amount in an amount deemed appropriate by the Park Owner based on prevailing market rent or any of the factors set forth in this Prospectus.

The seller of a mobile home is required to deliver their prospectus to the purchaser. The seller must advise the Park Owner of the imminent sale of the mobile home and of the prospective purchaser's name and address.

The seller may not promise the purchaser they will be approved for residency in the park because the purchaser must meet with the Park Owner prior to assuming the remainder of the term of the rental agreement, be screened for eligibility as a prospective home owner under the park's then existing rules and regulations, and agree to any increase in lot rental amount in writing prior to occupancy, or inform the Park Owner otherwise. Failure to comply with this provision may result in an eviction of the purchaser for failure to qualify as a resident pursuant to section 723.061, Florida Statutes.

C. No court action may be brought by any home owner or home owners association relating to a dispute concerning changes to the rules and regulations; the current lot rental amount; or, an increase in lot rental amount unless the residents have complied with the meeting and mediation requirements found in sections 723.037-723.038, Florida Statutes.

D. The Park Owner or Manager and the tenant may agree to a modification of the terms and conditions established under the prospectus or rental agreement provided that such modification is agreed to in writing by the Park Owner, not any agent thereof, including the Park Manager.

## X. USER FEES

Each mobile home owner is responsible for the payment of user fees if the mobile home owner agrees to the provision of such services for fees established by the Park Owner.

"User fees" are defined as 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.

User fees may be increased based upon management's sole discretion. Factors considered include increased costs, prevailing market rent, and prevailing economic conditions (see section VIII, Increases in Lot Rental Amount). Notice of an increase or change in user fees will be given to the home owner 5 days prior to the increase. Notice of increases will be given by posting a notice at the clubhouse or by personal delivery or by five (5) days notice by U.S. mail. Notice by U.S. Mail will be considered made upon the mailing of notice to the home owner's last known address. A copy of the User Fee Agreement is attached (See Exhibit D). The current user fees in the Park are as follows:

Ballroom Rental Agreement  
Pavillion Rental Agreement  
Media Center Agreement

## XI. PARK RULES AND REGULATIONS

A. The current Park Rules and Regulations are attached as Exhibit B to this prospectus and incorporated by reference herein as part of this disclosure document. Park Management reserves the exclusive right to make, change, or promulgate park rules during the term of the tenancy.

B. Pursuant to subsection 723.037(1), Florida Statutes, the Park Owner shall give written notice to each mobile home owner at least ninety (90) days prior to any change in rules and regulations. Rules adopted as a result of restrictions imposed by government entities or those required to protect the public health, safety and welfare may be enforced prior to the expiration of the ninety (90) day period.

## XII. ZONING

As of the Filing Date, the zoning of the park is RT-Mobile Home Park District. The permitted uses under this classification include mobile home parks. No commercial or industrial uses are currently allowed. The name of the zoning authority which has jurisdiction over the land comprising the park is Orange County, Florida.

As of the Filing Date, the Park Owner has no definite future plans to seek a change in the use of the land comprising the park. Future land use changes are possible, however, and the Park Owner reserves the right to do so, subject to the requirements of Chapter 723, Florida Statutes.

## XIII. RESERVATION OF EASEMENT

Management reserves the right to enter, or have designees enter the resident's lot for purposes of repair and replacement of utilities and protection of the mobile home park at all reasonable times, but not in such a manner or at such time as to interfere unreasonably with the mobile homeowner's quiet enjoyment of the lot.

## XIV. EMINENT DOMAIN

In the event of any condemnation or public taking of said premises, resident shall have no claim against Owner nor be entitled to any portion of any amount that may be awarded as damages or paid to Owner as a result of such condemnation and/or public taking whether by award, judgment, settlement or notice.

## XV. EXHIBITS

- A. Park Lot Layout and Classifications
- B. Rules and Regulations
- C. Rental Agreement
- D. User Fee Agreements

This Prospectus was filed for, and when approved by the Department of Business and Professional Regulation, shall be applicable to all lots within the Community.

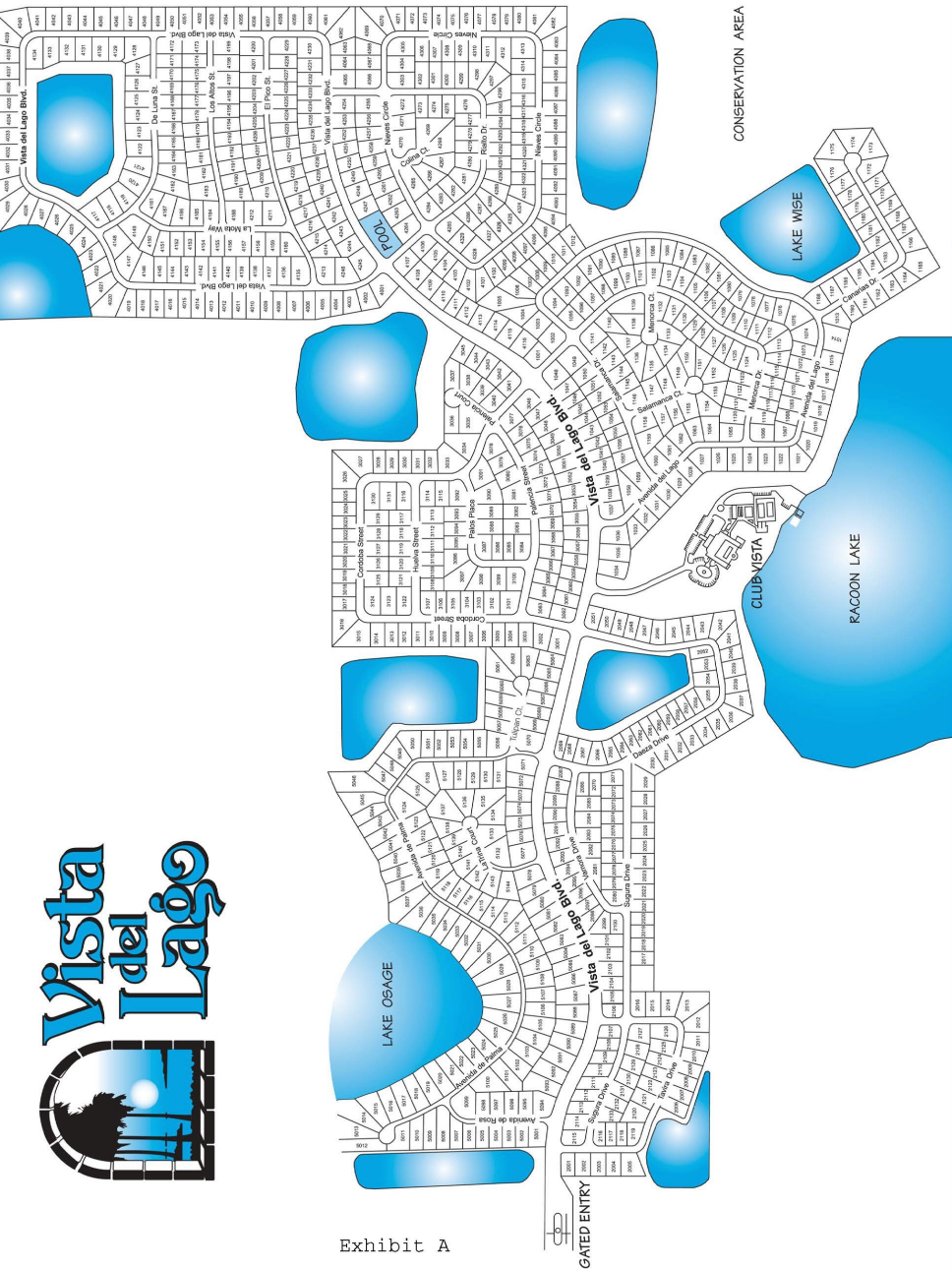
This Prospectus was determined to be adequate to meet the requirements of Chapter 723, Florida Statutes, by the Division of Florida Land Sales, Condominiums and Mobile Homes, as follows:

Date This Prospectus Approved: April 23, 2007

With all amendments approved as of August 6, 2019

Prospectus Number Assigned by Division: PRMZ000908-P5/PR# 8615

Lot to Which This Prospectus Applies: \_\_\_\_\_



**Contact Information:**  
**Vista del Lago Clubhouse**  
14465 Vista del Lago Blvd  
Winter Garden, FL 34787  
(407) 239-7901

## A Leary Group Community



Small Approx. 55 x 95	1041, 1042, 1044, 1045, 1046, 1051, 1053, 1055, 1088, 1089, 1090, 1106, 1107, 1108, 1109, 1110, 1112, 1114, 1115, 1116, 1117, 1118, 1121, 1123, 1126, 1128, 1129, 1131, 1135, 1151, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2101, 2105, 2117, 2118, 3085, 3086, 3103, 3106
Medium Approx. 55 x 100	1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1038, 1039, 1040, 1043, 1047, 1050, 1052, 1054, 1056, 1057, 1068, 1069, 1070, 1071, 1072, 1073, 1076, 1077, 1078, 1079, 1080, 1081, 1082, 1083, 1084, 1085, 1086, 1087, 1091, 1098, 1099, 1100, 1101, 1102, 1103, 1104, 1105, 1111, 1113, 1119, 1120, 1122, 1125, 1127, 1130, 1133, 1134, 1136, 1137, 1138, 1140, 1142, 1143, 1144, 1145, 1148, 1149, 1150, 1152, 1153, 1154, 1156, 1157, 1160, 1167, 1168, 1169, 1170, 1171, 2006, 2007, 2008, 2009, 2010, 2017, 2018, 2019, 2020, 2021, 2044, 2046, 2049, 2050, 2053, 2066, 2067, 2068, 2070, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2081, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2108, 2109, 2110, 2111, 2112, 2113, 2123, 2124, 2125, 2130, 2132, 3003, 3004, 3005, 3006, 3017, 3018, 3019, 3020, 3021, 2022, 2023, 3024, 3025, 3039, 3043, 3044, 3047, 3048, 3049, 3050, 3051, 3052, 3053, 3054, 3055, 3056, 3057, 3058, 3059, 3060, 3061, 3065, 3066, 3067, 3068, 3069, 3070, 3071, 3072, 3073, 3074, 3075, 3076, 3094, 3095, 3104, 3105, 3108, 3109, 3110, 3111, 3115, 4006, 4007, 4008, 4009, 4010, 4011, 4012, 4013, 4014, 4015, 4016, 4017, 4018, 4019, 4046, 4047, 4048, 4049, 4050, 4051, 4052, 4053, 4054, 4055, 4056, 4057, 4058, 4059, 4060, 4063, 4064, 4067, 4068, 4071, 4072, 4073, 4074, 4075, 4076, 4077, 4078, 4079, 4080, 4095, 4096, 4097, 4098, 4099, 4100, 4104, 4105, 4111, 4112, 4113, 4114, 4115, 4116, 4136, 4137, 4138, 4139, 4140, 4141, 4142, 4143, 4144, 4145, 4150, 4151, 4152, 4153, 4154, 4155, 4156, 4157, 4158, 4159, 4164, 4165, 4166, 4167, 4168, 4169, 4170, 4171, 4174, 4175, 4176, 4177, 4178, 4179, 4180, 4185, 4189, 4190, 4191, 4192, 4193, 4194, 4195, 4203, 4204, 4205, 4206, 4207, 4208, 4209, 4210, 4215, 4216, 4217, 4218, 4219, 4220, 4221, 4222, 4223, 4224, 4225, 4226, 4227, 4228, 4231, 4232, 4233, 4234, 4235, 4236, 4237, 4238, 4239, 4240, 4241, 4249, 4250, 4251, 4252, 4253, 4256, 4257, 4258, 4259, 4260, 4261, 4262, 4273, 4274, 4275, 4277, 4278, 4279, 4280, 4282, 4283, 4286, 4287, 4288, 4289, 4290, 4291, 4292, 4293, 4294, 4295, 4297, 4299, 4300, 4301, 4302, 4306, 4307, 4308, 4309, 4310, 4311, 4316, 4317, 4318, 4319, 4320, 4321, 4322, 4325, 4326, 4327, 5067, 5115, 5116, 5117, 5121, 5128, 5129, 5130
Large Approx. 63 x 100	1001, 1002, 1013, 1014, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1048, 1049, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1074, 1075, 1092, 1093, 1094, 1095, 1096, 1097, 1124, 1132, 1139, 1141, 1146, 1147, 1155, 1158, 1159, 1161, 1162, 1163, 1164, 1165, 1166, 1172, 1173, 1174, 1175, 1183, 2002, 2003, 2004, 2005, 2011, 2012, 2013, 2014, 2015, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2043, 2045, 2046, 2047, 2054, 2082, 2083, 2084, 2085, 2089, 2102, 2103, 2104, 2114, 2120, 2121, 2122, 2128, 2129, 2131, 2133, 3002, 3016, 3026, 3038, 3042, 3064, 3079, 3080, 3081, 3082, 3083, 3088, 3089, 3090, 3093, 3096, 3097, 3098, 3099, 3102, 3112, 3113, 3117, 3118, 3119, 3120, 3121, 3123, 3125, 3126, 3127, 3128, 3129, 3131, 4030, 4031, 4032, 4033, 4034, 4035, 4036, 4037, 4038, 4039, 4040, 4041, 4042, 4043, 4044, 4045, 4061, 4062, 4069, 4070, 4081, 4101, 4102, 4103, 4108, 4109, 4110, 4118, 4119, 4120, 4121, 4122, 4123, 4124, 4125, 4126, 4127, 4129, 4130, 4131, 4132, 4133, 4146, 4147, 4162, 4163, 4181, 4182, 4183, 4186, 4187, 4196, 4197, 4198, 4201, 4202, 4212, 4214, 4242, 4243, 4244, 4246, 4247, 4248, 4263, 4266, 4267, 4268, 4269, 4271, 4281, 4286, 4288, 4304, 4312, 4314, 4315, 4323, 4324, 4329, 5064, 5065, 5066, 5068, 5069, 5072, 5073, 5074, 5075, 5076, 5079, 5080, 5081, 5082, 5083, 5084, 5085, 5086, 5087, 5088, 5089, 5090, 5091, 5092, 5095, 5096, 5097, 5098, 5101, 5102, 5103, 5104, 5105, 5106, 5107, 5108, 5109, 5110, 5111, 5112, 5113, 5114, 5118, 5119, 5120, 5122, 5123, 5125, 5127, 5131, 5138, 5139, 5140, 5141, 5142, 5143, 5144
Medium Corner Approx. 58 x 100	2052, 2071, 2080, 2086, 2087, 2100, 2106, 2107, 2116, 2119, 4184, 4303
Large Corner Approx. 65 x 100	2001, 2016, 2051, 2055, 2069, 2115, 2126, 2127, 3001, 3035, 3040, 3041, 3046, 3062, 3063, 3077, 3078, 3084, 3087, 3091, 3092, 3100, 3101, 3107, 3114, 3116, 3122, 3124, 3130, 4085, 4086, 4106, 4107, 4117, 4128, 4134, 4135, 4148, 4149, 4160, 4161, 4172, 4173, 4188, 4189, 4200, 4211, 4213, 4229, 4230, 4245, 4254, 4265, 4270, 4272, 4276, 4284, 4285, 4305, 4313, 4328
Medium Water Approx. 55 x 100	3007, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3028, 3029, 3030, 3031, 3032, 4002, 4003, 4004, 4005, 5002, 5003, 5004, 5005, 5006
Lg. Water Approx. 65 x 100	1015, 1016, 1017, 1018, 1019, 1020, 1021, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1184, 1185, 1186, 1187, 1188, 2037, 2038, 2039, 2040, 2041, 2042, 3015, 3027, 3034, 3036, 3037, 4020, 4021, 4022, 4023, 4024, 4025, 4026, 4027, 4028, 4029, 4082, 4083, 4084, 4085, 4086, 4087, 4088, 4089, 4090, 4091, 4092, 4093, 4094, 5007, 5008, 5009, 5010, 5012, 5013, 5014, 5015, 5016, 5017, 5018, 5019, 5020, 5021, 5022, 5023, 5024, 5025, 5026, 5027, 5028, 5029, 5030, 5031, 5032, 5033, 5034, 5035, 5036, 5037, 5038, 5039, 5040, 5041, 5042, 5043, 5044, 5045, 5046, 5047, 5048, 5049, 5050, 5051, 5052, 5053, 5054, 5055, 5057, 5058, 5059, 5060, 5061
Lg. Water Corner Approx. 70 x 100	3033, 3045, 4001, 5011
Premium Approx. 80 x 110	5001, 5056, 5062, 5063, 5070, 5071, 5077, 5078, 5093, 5094, 5099, 5100, 5124, 5126, 5132, 5133, 5134, 5135, 5136, 5137

## EXHIBIT "B"

### RULES AND REGULATIONS

Welcome to Vista del Lago. Our goal is to provide you with a safe and pleasant Community and these Rules and Regulations are in effect for that purpose. Therefore, your cooperation in complying with these Rules and Regulations will be required by Management and greatly appreciated by your neighbors. Failure to comply may result in your being asked to leave. Keep in mind that these Rules and Regulations are for your benefit.

1. RENTAL: The homesite rental amount paid is applicable for all registered occupants, provided, however, that there shall in no case be more than two (2) occupants for each bedroom in a manufactured home. Rents are due on the first day of each month and delinquent after the fifth day of the month. Rent payments may be made at the Clubhouse Office, 14465 Vista del Lago Blvd., Winter Garden, FL 34787; payments may be mailed but may not be delivered in person to the Corporate Office located at 8687 West Irlo Bronson Memorial Highway, Suite 200, Kissimmee, Florida 34747; or, at a designated drop box located at the Clubhouse. Payments received after 5:00 PM on the fifth of the month will be subject to a \$ \_\_\_\_\_ late payment fee. Additional late fee charges may also be imposed after that date pursuant to your prospectus. Any checks returned to Landlord by the bank will incur an additional \$ \_\_\_\_\_ returned check charge. All payments received from residents are applied first to any outstanding balances and then the remaining payment will be applied to the present balance due.

2. USE OF PREMISES: The premises shall be used only for the installation of a manufactured home for use as a single-family residence. No part of the premises shall be used at any time for the purpose of carrying on any business, profession or trade without the prior written permission of Management. Management grants its permission to conduct the business within the following parameters: a) No active solicitation will be allowed, such as advertising, flyers, signage, etc. These things are unacceptable.

3. RESIDENCY: A purchaser of a manufactured home buys it subject to any and all uncorrected rule violations properly noticed to the seller and purchaser concerning the maintenance or condition of the home or homesite that may exist against the seller at the time of purchase.

3.1 An Application for residency must be completed and approved, a Prospectus, a copy of the Rules and Regulations (Exhibit "B"), and a Rental Agreement (Exhibit "C") delivered prior to: (i) arrival of the resident's manufactured home in the Community; or, (ii) occupancy by a new purchaser when the home is already in the Community.

3.2 The Community Manager (hereafter "Manager") reserves the right to: (i) after providing required notices pursuant to section 723.061, Fla. Stat., require repairs or removal of a home not meeting the requirements of the Community's existing Rules and Regulations by anyone who purchases or otherwise receives title to a manufactured home that is not acceptable in appearance and condition; (ii) refuse to accept further rent and terminate the Rental Agreement of anyone who, after proper notices pursuant to section 723.061, Florida Statutes, fails to comply with these Rules and Regulations (see rule re: Eviction, for further information); or, (iii) refuses to meet the Community's standards for residence/occupancy.

3.3 After initial approval of the occupants of a manufactured home, each additional resident (hereafter "Resident" or "Homeowner") of the home must be approved for residency by the Manager; and, pursuant to Chapter 723.011(5), Florida Statutes, will be requested to acknowledge receipt of a copy of the Rules and Regulations and the Rental Agreement prior to occupying the home. Any increase in the number, or, exchange or substitution of persons in a home must have the Manager's prior written approval.

3.4 Residents have the right to sell their homes within the Community, and the prospective purchaser may become a resident of the Community. The prospective purchaser must, however, meet all requirements

for new Residents prior to the purchase or the prospective purchaser will be required to move the home from the Community (see rule re: Eviction).

3.5 Applications for residency must be accurately completed and will be rejected; or, a resident's conditional approval rejected, as appropriate, if the applicant or application has:

- i. false or incorrect information on their application;
- ii. insufficient income to meet anticipated homesite rental amount payments;
- iii. inadequate rental history;
- iv. inadequate or unsatisfactory credit history, including, but not limited to, any bankruptcies within the last 2 years, a history of late or partial rental payments at prior residencies, prior evictions for non-payment of rent or a large civil judgment which may preclude timely payment of homesite rental amount;
- v. background showing the applicant did not comply with the Rules and Regulations or other published policies within the last 2 years at applicant's prior place of residence;
- vi. refused to agree to a disclosed increase in homesite rental amount upon the expiration of the term of an assumed Rental Agreement pursuant to Chapter 723.059(3)-(4), Florida Statutes;
- vii. background showing the applicant has a prior criminal history indicating financial untrustworthiness; or, the applicant or any resident of their household has acted in a manner threatening the health, safety, property or right to peaceful enjoyment of living accommodations of other nearby residents or employees at a prior residency; or, is reasonably likely to do so if admitted as a resident of this Community;
- viii. failed to show proof of ownership of home and disclosed name and address of any lien holder by providing a copy of their official DMV registration within 30 days of occupancy. Such documentation is a condition of final approval for residency in the Community.
- ix. Management learns the home is owned by any business entity or organization that is not a natural person.

### 3.6 SUBLEASING AND RENTING.

For purposes of this Rule 3.6 references to the "effective date" of this rule means January 1, 2020.

"Sublease" or "subleasing" is defined as the occupancy of a home by anyone other than the approved occupants while the approved occupants are not present or by guests whose stay exceeds 15 consecutive days or 30 total days per year and includes any arrangement by which a lessee or home owner is to receive any economic contribution from any other occupant of the mobile home.

"Primary residence" is defined as the home in which the home owner resides as of the effective date.

The home may be subleased, rented or leased by home owner, as specified below, subject to the prior written consent of Community Owner, which consent may be withheld, delayed or denied by Community Owner in its reasonable discretion. Without Community Owner's written consent, any such act shall be void and shall constitute a default by Home Owner under the Lease Agreement. Neither residential lot leases nor home leases are transferable. If the home is subleased without written authorization of Community Owner, no such subleasing, occupancy or collection of rents shall be deemed to be a waiver of this provision, or acceptance of the subtenant or occupant as a tenant, or a

release of the Resident(s) from further performance by Resident(s) of the provisions of the Lease Agreement and these Rules.

In a case when subleasing has been approved, all occupants of the home must be properly screened and approved for residency prior to their occupancy of the home, and each occupant or tenant over the age of eighteen must sign a copy of the Rules and Regulations. Home owner remains fully responsible to the Community for payments due under home owner's Lease Agreement. All third-party or tenant rentals are unauthorized unless prior written approval of Community Management is granted. Further, notwithstanding the right of Community Owner to allow subleasing in the Community, nothing in this rule compels Community Owner to do so, and Community Owner in its sole discretion may refuse to allow subletting at any time.

(i) As of the effective date of this rule, all new home buyers will be subjected to all elements of the new subleasing restrictions herein regardless of the phase in features for existing home owner investors;

(ii) As of the effective date of this rule new home buyers will be restricted to owning no more than one home in the Community. However, the above-stated restrictions do not apply to persons who own more than one home in the Community as of the effective date of this rule. Thus, any person who owns more than one home in the Community shall be allowed to retain ownership of those homes only. Any person who owns a home in the Community as of the effective date of this rule can sell their "primary residence" and purchase another home in the Community but cannot purchase an additional home or substitute ownership of another home after sale of a home owned prior to the effective date;

(iii) Within 90 days of the effective date of this rule all "home owner investors" (persons who own more than one home in the Community or persons who own a home in the Community but are not approved residents) will be required to register their homes with the community;

(iv) Short Term Rental: As of one year after the effective date of this rule subleasing shall be limited as follows: (a) the home may be subleased no more than once per month; and (b) the home may not be subleased to the same party for more than 4 months during any calendar year;

(v) Long Term Rental: Three years after the effective date of this rule, no home or portion of a home may be subleased in excess of four months in any calendar year and all subleases shall be in accordance with this rule 3.6 including but not limited to subsection (iv) above;

(vi) Vista del Lago and its owners may lease any homes it owns within the Community;

(vii) Resident remains responsible for insuring compliance with community Rules and Regulations (Guidelines) even if the home is subleased. Resident must actively and promptly evict any sub lessee (renter) for violating or allowing violations of these Community Rules and Regulations by any family member, other renter or guest. The Park Owner may, but is not required to, evict the renter;

(viii) Failure of Resident to comply with these Rules or to secure renter(s) compliance with these Rules may result in termination of resident's own tenancy and eviction; and

(ix) Management hereby expressly reserves the right to reject applications for renters or additional occupants whenever the Resident is delinquent in payments of lot rental amount; or, Resident has any outstanding (uncorrected) violations of the Community's Rules and Regulations.

4. QUALIFICATION OF TENANTS: Individuals shall not qualify to be residents of the Community unless and until they have provided to Management, on an application supplied by Management, satisfactory evidence of creditworthiness and ability to comply with the rules and regulations. Management reserves the right to refuse to accept any prospective resident if: a) their credit worthiness is unsatisfactory; b) the prospective buyer has previously been evicted from this or any other Community or rental facility; c) the prospective buyer or seller is not in compliance

with the Community's Rules and Regulations; d) a prospective resident has a criminal record, including pending charges; or, e) there are any other reasonable and lawful grounds to deny residency. The new resident: a) must agree to comply with this Community's Rules and Regulations as required by Management; and, b) the new Resident and home shall meet the present standards of quality and resident must show proof of ownership of home and disclose name and address of any lien holder(s) before their occupancy will be considered approved.

5. **MANUFACTURED HOME STANDARDS:** Only furniture specifically designed for outdoor use will be permitted outside the home. Storage of items such as boxes, furniture, freezers, refrigerators, lawn tools, equipment or other miscellaneous items on the patio, carport or within a screen room is not permitted. All homes must have fully operational central heat and air conditioning systems which are installed in accordance with all applicable codes and regulations.

6. **MAINTENANCE OF HOMESITE AND MANUFACTURED HOME:** Each manufactured home homesite shall be kept clean, neat and attractive and no bottles, cans, boxes, equipment or debris of any nature shall be stored or kept outside or beneath the manufactured home. Although the planting of trees and shrubs is encouraged, to protect underground utilities, plantings must be cleared through the office.

The initial sodding of the homesite will be done by the Community Owner. Any necessary subsequent care, including replacement of dead sod, will be the responsibility of the tenant. It is the responsibility of the homeowner to regularly trim or have trimmed all weeds and grass on their homesite, which are not kept at an acceptable level by regular mowing.

The exterior of any home must be cleaned regularly and kept free of mildew or rust. The exterior shall be maintained so as to keep an attractive appearance and shall be repainted if necessary. The tenant must obtain the approval of the Community Management before doing any painting of a manufactured home.

6.1 **Alterations/Additions:** Residents are encouraged to upgrade their mobile 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, carports, screened-in areas, awnings and utility buildings, must be approved by the Manager prior to commencement of work. Each resident 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. For additional information on Community Standards, please see "Improvements to be Installed by New Residents."

6.2 **Maintenance:** All homes, carports, sheds, screen enclosures or any other items placed on a lot by resident, must be maintained in a clean and orderly manner. Damaged areas or poorly painted areas of the home, and accessory buildings must be repaired or painted. The Manager reserves the right to require repairs, repainting or other maintenance that is needed to maintain Community Standards.

6.3 **Windows and Openings:** No aluminum foil, sheets, towels, blankets or similar materials (other than window blinds, vertical blinds, mini-blinds or drapes) may be placed in windows or doors. The use of tinted mylar film in brown or gray tint is acceptable. All window treatments in homes and all blinds, including in screen enclosures must be maintained in good condition. To protect the safety of all residents, no modifications may be made to windows or any other part of the exterior of the home without first: (1) providing written certification from a licensed engineer; or, the original manufacturer of the home that the proposed modification/alteration will not affect the structural safety of the home during storms; and, (2) receiving the prior written approval of the Community Owner, in writing.

6.4 **Screened Areas:** all screened rooms/enclosures must be maintained in good condition. Changes from the original material and color of a screened area must be approved by the Manager prior to installation.

6.5 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 original new condition.

6.6 Antennas and Satellite Dishes: Cable television is available in the Community. Any antennas or sending and receiving apparatus shall be attached to the manufactured home or manufactured homesite. Any equipment that interferes with neighboring reception is prohibited.

Federal Communications Commission's regulations allow reasonable restrictions affecting the placement, appearance or installation of satellite dishes and antennas. In order to maintain an attractive Community, thereby preserving the market value of residents' homes, residents are strongly urged to rely on indoor broadcast antennas or cable TV/master TV distribution system as opposed to installing outdoor antennas or satellite dishes. To maintain the appearance of the Community and help avoid safety hazards to your neighbors, all antennas and satellite dishes of every kind should be installed from the middle rear of the manufactured home. They may not extend any higher above the manufactured home's roofline than the distance between the home itself and the adjacent lot line. Such limitation is to protect your neighbors from injury if the mast or antenna falls. Satellite dishes may be installed on a mobile home, or on the resident's own lot, so long as it does not exceed 1 meter in diameter. Dishes larger than 1 meter in diameter are prohibited in this Community. Satellite dishes may not be installed on any other resident's lot or on common property. Moreover, satellite dishes may serve only one resident's home.

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

6.8 Basketball Hoops: A basketball area is available at the Clubhouse. To avoid disturbing other residents, basketball hoops (either permanently installed or portable in nature) are not permitted at a homesite.

6.9 Holiday Decorations: Holiday decorations, including lighting, is considered temporary. It may not be installed prior to 30 days before a holiday; and, must be removed within 30 days after the holiday occurs.

7. CLOTHESLINES: For aesthetic purposes, only one clothesline of the collapsible "umbrella" type located at the rear of the manufactured home is permitted. No hanging of clothes or any other materials outdoors, other than on clotheslines is permitted.

8. GUESTS: Guests are defined for the purpose of this paragraph as all persons who are not registered and approved by Management as occupants of a manufactured home and are in a manufactured home or on the Community premises at the specific invitation of an approved resident or occupant. To allow guests access to the Community, residents/occupants shall: (1) not more than 24 hours before arrival, notify Gate Attendant of the name(s) of all expected guest(s) and their planned time of arrival; or, alternatively, (2) guest(s) may contact their host resident while at the gate via buzzer. Guests will be required to provide proper identification to the Gate Attendant. Once the guest(s) have been properly identified, the host resident may accept their entry into the Community via electronic signal/buzzer from within their home. For safety and security reasons, no persons will be allowed to congregate/loiter at or near the main entrance Gate area. All guests who anticipate staying more than seven (7) days must register with Management. Any person staying for over fifteen (15) consecutive days or thirty (30) days total per year shall be considered an occupant. There shall never be more than two (2) occupants per bedroom, including infants, children and guests, in any manufactured home. Guests are entirely the responsibility of the host tenant, and must comply with all Community Rules and Regulations. The Community facilities are primarily for the use and enjoyment of the residents. When conditions permit and facilities are not overcrowded, registered guests will be permitted to use the facilities.

8.1 To determine maximum occupancy limitations, any interior modifications to a manufactured home after its original installation will only be considered a bedroom if such changes have a separate private entrance door; a window; and, pass Management's reasonable inspection.

8.2 Use of Home in Resident's Absence: If a homeowner wishes to allow other(s) to use/occupy their home in the Resident's absence, the homeowner must provide written authorization to Community Management identifying the occupants so authorized, and the dates of their expected occupancy. Management assumes no liability for Resident's decision to allow others to use their home in their absence. For all occupancies greater than 30 days, the guests shall be required to complete a background check and apply for residency.

9. PETS: Any pet which is to reside within the Community must be considered a "DOMESTICATED" animal by the Community Manager, whose decision shall be final, and must be of the type that would normally stay inside the home. "NON-DOMESTICATED" breeds include Dobermans, Rottweilers, Pit Bulls and Chows. Management reserves the right to judge the domesticity of the animal. Only two standard house pets may be allowed in any manufactured home and then only if approved by the Management in advance. All pets must be registered at the Community office. Any pet not properly registered within the office must be removed from the Community. If the Manager finds the conduct of a pet to be dangerous, noisy or bothersome to other residents, its registration will be terminated and the pet must be removed within seven (7) days from receipt of written notice from the Manager. Failure of the resident to remove the pet from the premises within such a period may result in eviction proceedings. Pets must be on a leash when outside the home and must not be walked on other homesites in the Community. Pets are never permitted in the clubhouse, laundry room, and pool or recreation areas. Pets that make annoying noise or that become a nuisance in any manner cannot be kept in the Community and must be removed at the request of the Management. Pets may not be tied outside or left on any screened enclosure, porch or patio. Pets must also have proper city and/or county licenses and current immunizations to insure safety for all residents of the Community. Doghouses are not permitted. Occupants are responsible for removal of their pet's droppings immediately, whether on their homesite or other Community property.

Pet owners will be liable for any and all damages caused by their pet. Should a pet be found running free, it will be held for pickup by the Animal Control Department of Orange County. If a pet is picked up by such Animal Control Department a second time, the pet will not be permitted to return to the Community. Management reserves the right to have the pet removed from the Community when in their opinion the pet is continually running loose or is a nuisance.

10. WILD ANIMALS: Wild animals, including feral cats, are sometimes found on Vista property. These animals can be a significant health hazard and nuisance to residents. Residents and Guests must not feed any wild animals, including feral cats. Feral cats are known to carry rabies, and fleas.

11. CHILDREN: In order to insure their safety and well being, children under the age of thirteen (13) years must be under the supervision of an adult at all times while on the Community premises. Tenants are responsible to see that their children or the children of their guests do not become a nuisance or disturb other residents of the Community. Children's toys will not be left outside any manufactured home. Children are prohibited from trespassing on homesites (either occupied or vacant). Home Owner/Tenant will bear full financial responsibility for the acts of their children or the children of their guests and visitors.

CLUBHOUSE LOBBY/BALLROOM/BILLIARD ROOM: In order to insure safety and well being, no one under the age of thirteen (13) years is allowed in the Clubhouse unless they are involved in a planned activity. EXERCISE ROOM: In order to ensure safety and well being, no one under the age of eighteen (18) years is allowed in the Exercise Room.

SAUNA ROOM: In order to ensure safety and well being, no one under age of eighteen (18) years is allowed in the Sauna Room.

POOL AREA: In order to ensure safety and well being, everyone under the age of thirteen (13) years MUST be accompanied by an adult. Pool rules are posted in the pool area and incorporated herein.

LAUNDRY ROOM: In order to ensure safety and well being, no one under the age of thirteen (13) years is allowed to be in the Laundry Room unless accompanied by an adult.

**PLAYGROUND:** In order to ensure safety and well being, no one under the age of thirteen (13) years is allowed at the Playground unless accompanied by an adult.

**MEDIA CENTER:** The media center is located in the Clubhouse. In order to ensure safety and well being, no one under the age of thirteen (13) years is allowed to be in the Media Center unless accompanied by an adult.

12. **SIGNS:** "For Sale" and "For Rent" signs are permitted in the front window(s) only, as determined by the Community. Signs must be professionally made; no handwritten signs are permitted. They cannot be larger than 15" x 20" and no more than two signs are allowed. In addition to "For Sale" and "For Rent" signs, resident's name and address plates are permissible. No signs are allowed in yards. Violations may subject resident to eviction.

13. **FENCES AND LANDSCAPING:** To avoid interfering with lawn mowing operations and maintain the appearance of the Community, no fences of any kind may be installed on a manufactured home homesite, except for decorative lattice-type fencing which may be installed only in the carport area; and, only with Management's prior approval. Any such fencing installed must be properly painted and maintained in accordance with these Community Rules and Regulations. Hedges are permitted to height of five (5) feet in the rear and three (3) feet in the front. However, to facilitate removal of the manufactured home and to avoid damage to underground utility services, no digging in the ground, planting or shrubbery or trees will be permitted without prior permission from the Management. Anything planted on the manufactured home homesite, whether such planting is accomplished by the Management or by the residents, shall be considered the property of the Community Owner and residents will not be permitted to remove trees, bushes, shrubbery, or other plants from their homesite.

Residents are to water and edge their lawn, trim the shrubs, keep up the maintenance of trees and weed in order to maintain a well-kept appearance. Lawns are to be cut once a week during the growing season. Management is responsible for cutting the lawns unless a written request to not cut a particular homesite is received by Management from the affected resident. A resident who requests to be placed on the "no mow" list, but who fails to properly maintain their lot will be deleted from the "no mow" list. Thereafter, Community Management will mow the lot with the remainder of the lots in the Community. Further, Residents may not "rope off" their lots to divide lots as it detracts from the appearance of the Community. Residents who do not wish to have their lots mowed by the Community must utilize the "No Mow" list only.

Yard ornaments/statues, birdhouses, etc. Large (taller than 24") yard ornaments, statues, fountains, birdhouses, feeders and the like are not permitted. Further, Management reserves the right to require removal of any such statues, ornaments, etc., which detract from the appearance of the Community; or, are offensive to other residents or racial or ethnic groups of any kind.

If wood chips, bark, rocks, etc. are used as part of the landscaping, residents shall not permit such material/ground covering to spread or otherwise disperse into the street or driveway.

14. **PARKING:** All vehicles must be parked in driveways and on-street parking will only be permitted temporarily. In order not to impede traffic or create a fire and safety hazard, no on-street parking is permitted for extended periods of time or overnight (between the hours of 1:00 a.m. - 7 am).

All driveway barriers must receive prior Management approval before installation. No over-sized vehicles such as motor homes or commercial vehicles shall be parked in driveways, unless they fit underneath carport. See Management for storage information. Do not park on or drive across any lawn or grass area of a homesite or common area within the Community.

15. **MAINTENANCE OF MOTOR VEHICLES:** Maintenance or repairs of any kind on automobiles or other motor vehicles in the common areas of the Community is prohibited. Maintenance or repairs of any kind on automobiles or other motor vehicles in the residential area, other than the changing of tires or minor repairs, which require the vehicle be immobilized for no more than two (2) hours, is prohibited. Tenants shall not allow inoperative,



unlicensed or unused motor vehicles to remain on their premises or in the Community. Parking areas shall be kept clean and free of oil and other stains.

16. **SPEED LIMITS AND USE OF MOTOR VEHICLES:** The speed limit for motor vehicles is posted at 20 miles per hour and shall be strictly observed. Mini-bikes, go-carts and dirt bikes are not to be ridden in the Community. All vehicles that are to be operated in the Community must be properly licensed and registered per Florida State law. Motor vehicles that are less muffled than standard American cars having standard factory equipment mufflers in good condition are not to be operated in the Community. No person shall operate a motor vehicle or golfcart in the Community unless that person has a valid operator's license.

Unlicensed and inoperative or illegally parked vehicles are not permitted in the Community. Such vehicles may be subject to removal by Management at residents' expense. No unsightly vehicle (damaged or missing parts), which is not in running condition, shall be parked anywhere in the Community.

The Community shall initially provide two free front gate entry cards to all residents. If cards are lost, a replacement fee/deposit is required. All vehicles regularly kept in the Community by a resident must be registered with the Community Office and display valid, current license plates. All guest's vehicles are required to register with the Community Office.

17. **BOATS AND RECREATIONAL VEHICLES:** A boat, recreational vehicle, utility trailer or travel trailer may be stored on your manufactured home homesite provided it is under the carport and does not, within the discretion of the Community Manager, create an unsightly situation and remaining driveway space is available on your site for parking your car and that of your guest. Sleeping or living in recreational vehicles is not permitted in the Community.

Recreational vehicles are to be moved off the street before dark. Temporary parking for boats and RV's is available at the Community parking lot located near the Clubhouse. Such temporary parking must first receive prior Management approval. Such Temporary parking is intended for emergency/very short term use only. In its discretion, Management may extend parking privileges to guests and visitors to park RV's, boats and vehicles for periods of up to fifteen consecutive days; or, 30 cumulative days per calendar year. Residents must make alternate storage arrangements for their own RV's and boats to be stored off the premises due to space limitations.

#### 18. **REMOVAL OF MANUFACTURED HOME.**

18.1 **Requirements to move home.** Residents are hereby advised that under Florida law the Park Owner may, recover unpaid lot rental amount for the balance of the current lease term as to any manufactured home which is moved and the lot vacated prior to the end of the current lease term. In the event Home Owner intends to move their manufactured home from the Community he/she must give written notice to Community Management of that intent at least 30 days prior to the moving date. Movement of homes from the Community must be made only on business days (non- weekends or Holidays) between 8:00 a.m. and 5:00 p.m. so Community Management may have an inspector/representative present. Only transporters of manufactured homes, properly authorized by governing authorities, are permitted to move homes into or out of the Community. Such transporters must provide Community Management with a certificate of insurance in the amount of at least \$1,000,000.00 to ensure against personal injury and/or damage to Community property. The transporter shall also be required to provide proof of current worker's compensation insurance coverage. Also, the transporter must post a cash bond in the amount of the rent due for the remainder of the current lease term, plus \$5,000 in attorneys fees and costs to protect the Community Owner if it must seek to execute on the cash bond. Prior written permission from the Community Owner must be obtained before a manufactured home may be moved either into or out of the Community. In addition, all lot rental amount owed through the end of the current lease term must be paid in full at the Community office before a home is moved from the Community; or, the Community Owner may, at its option, seek to recover any remaining unpaid amounts, if any, pursuant to Florida law.

18.2 **Restoring site.** Any Home Owner who removes their home is responsible for removal of all trash, steps, and other discarded materials related to their tenancy, including items required by the prospectus and/or

rental agreement, and those voluntarily added later by a home owner. Examples include, but are not limited to: sheds, planters, patios, manufactured home anchors and footers, carports and related appurtenances. All utilities interconnections (i.e., electric pedestal, water and sewer lines) must be safely capped and left in undamaged condition. After home removal by a transporter, the home site must have all damage repaired, and be left in a clean and neat fashion; graded; re-sodded and/or re-leveled if necessary, based upon damage done to the lot in home installation or removal, consistent with the overall appearance of the other lots in the Community. Any expenses incurred by Management in restoring the site to its required condition will be charged to the cash bond from the transporter first; and, Management reserves the right to file a claim against the transporter's insurer for any remaining unpaid expenses or damages arising from home removal.

18.3 Secured party removal. Community assumes no responsibility in the event that a dealer, bank or other secured party should opt to remove the manufactured home of a Home Owner from the Community, except for Management's failure to perform a duty or negligent performance of a duty actually required by law.

18.4 Claims by Community Management. Any claims made under this rule will entitle the Community to assert a claim against either the Home Owner or the transporter for damages to the property. Additionally, claims for rent due for the remaining balance of the rental term, plus prevailing party attorneys' fees, may be filed against the Home Owner under §723.068, Fla. Stat., whenever the Community is not fully reimbursed for any damages arising from such home removal.

19. GARBAGE AND TRASH PICK-UP: Recycling is mandatory by Orange County. Pick-up dates for garbage and trash will be posted from time to time by Community Management. All garbage and recycling containers are to be kept in your storage shed until the night before scheduled garbage/trash pickup. Garbage and trash will be picked up only if it is contained in a secured plastic bag inside a garbage can and placed at curbside. Empty trash and recycling containers are to be returned to your storage shed promptly after garbage/trash pickup; or, as soon as resident returns home.

At the present time, the waste management contractor accepts grass and yard waste/cuttings in plastic bags, aluminum trash cans; or, plastic trash cans. Such acceptable containers are subject to change by the contractor. Grass and yard waste/cuttings are to be bagged separately; or, contained in a proper plastic or aluminum container. They are not to be mixed with garbage or trash. Limbs are to be no longer than 3 ft. and tied in bundles and placed curbside. Pick-up dates will be posted from time to time by Community Management.

20. USE OF CLUBHOUSE AND RECREATION AREAS: The clubhouse and recreation areas are for the use of tenants. The residents shall be entitled to reserve the ballroom for private parties if reserved in advance with the Management. Residents are responsible for all damages caused by their guests and for the conduct of guests while in the recreation areas. Residents are responsible for leaving the clubhouse in clean and orderly condition after their use of the facility. No bare feet or swimsuits are permitted inside the clubhouse. No loitering shall be permitted in any of the common areas.

20.1 Swimming Pool: Pool Rules are posted in the pool area and incorporated herein:

<u>POOL RULES</u>	<u>NO LIFEGUARD ON DUTY</u>	<u>HOURS 9 am - 10 pm</u>
1.	No running in pool area.	
2.	No one under the age of 13 years is allowed in pool area without adult	
3.	No diving or jumping into pool	
4.	Shower before entering pool	
5.	No food or drink in pool	
6.	No animals in pool or on deck	
7.	No saving chairs	
8.	One chair per person	
9.	No changing clothes in pool area	

10. No toys of any type in pool
11. No floats or rafts in pool
12. No glass containers in or around pool area
13. No alcoholic beverages allowed
14. No radios allowed to be played in pool area
15. Do not use hot tub as kiddy pool
16. This is recreation area, expect to get wet
17. No cut-offs, street clothes, thong swimwear allowed
18. Always be considerate of others in and around pool

No glass containers or any type are allowed in the pool area. Failure to comply with all Pool Rules may result in eviction.

20.2 Lockers: Lockers at the Clubhouse are for the convenience of authorized users of the recreational facilities. Lockers are to be used only while resident(s) or guest(s) are actually using the facilities. No locks may be left on lockers overnight. Locks left overnight are subject to removal by Management and the locker's contents may be disposed of, as appropriate.

Management reserves the right to refuse the use of any and all facilities to any person violating the Community's Rules and Regulations or Rental Agreement terms. Management is not responsible for lost or stolen articles or for accidents or injury to any person. The Community Rules and Regulations are posted in the lobby of the clubhouse and must be observed at all times and will be strictly enforced. A bulletin board has been provided for use by the residents. All notices must be approved, dated and will be removed at a time deemed appropriate by Management.

If a homeowner does not reside in the Community and rents his home, the homeowner terminates his privilege to use the Clubhouse and recreational facilities. In such cases, only the renter/sublessee may use the facilities.

21. SOLICITATION: To insure the privacy of residents, no door-to-door solicitation is permitted in the Community by any resident or nonresident, with the exception that Community tenants have the right to canvass and solicit as allowed pursuant to Section 723.054, Florida Statutes. Any representative of the utilities and service companies mentioned in Section VII of the prospectus will not be subject to this rule. This provision is not intended to prohibit the notification or invitation to events such as potluck suppers, bingo, dances or similar activities.

22. LIABILITY: Parents are responsible and liable for any injuries or damage caused by their children to the property of others, including injuries to the Community property. Home owners/tenants of manufactured homes are responsible for the conduct of their guests and are liable for damage caused by their pets.

23. NUISANCE: Management assumes no responsibility for resolving personality conflicts or disputes among neighbors. Mutual respect and cooperation among residents is expected. Each tenant is expected to report any vandalism to individual or Community property to the Management promptly. Potential criminal violations should always be promptly reported to law enforcement by the reporting resident. The Community has no authority to investigate or prosecute potential crimes.

24. CONDUCT/COMPLIANCE WITH LAW: Tenant and guests of the tenant agree to comply with all laws, including ordinances and statutes of all applicable governmental authorities.

24.1 The display or use of dangerous instrumentalities outside the home, including but not limited to: guns, BB guns, air guns, knives, sling shots, or bows and arrows is not permitted in the Community. Furthermore, the actual use or threat(s) to use any dangerous instrumentalities inside or outside the home is grounds for termination of tenancy and eviction under §723.061(1)(C), Fla. Stat. The hurling of rocks, knives, eggs, sticks, and any other missiles is strictly forbidden. Fireworks are also strictly forbidden.

Residents and their guests must behave responsibly towards others and may not create disturbances or excessive noise. "Excessive noise" means any noise audible outside the home likely or actually disturbing the rights of other residents. Further, residents may not act in a manner that threatens the health, safety, or right to peaceful enjoyment of the Community by other residents or Community employees.

#### 24.2 Drug/Crime Free Community.

(1) Resident, members of Resident's household, Resident's guests or other persons under Resident's control or on the premises with Resident's permission or consent, shall not engage in criminal activity, including drug-related criminal activity. "Drug-related activity" means the illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute or use a controlled substance.

(2) Resident, members of Resident's household, Resident's guests or other persons under Resident's control or on the premises with Resident's permission or consent, shall not engage in any act intended to facilitate criminal activity, including drug-related activity.

(3) Resident, members of Resident's household, Resident's guests or other persons under Resident's control or on the premises with Resident's permission or consent, will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

(4) Resident, members of Resident's household, Resident's guests or other persons under Resident's control or on the premises with Resident's permission or consent, shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance, at any location, whether on or near the dwelling unit, premises or otherwise.

(5) Resident, members of Resident's household, Resident's guests or other persons under Resident's control or persons on the premises with Resident's permission or consent, shall not engage in any illegal activity whether on or near the dwelling unit, premises or otherwise. Such prohibited activity includes, but is not limited to solicitation of minors for sex, prostitution, criminal street gang activity, assault (including threatening or intimidating other persons in the community), battery, unlawful discharge of firearms; or, perform any act that jeopardizes the health, safety or welfare of the landlord, his/its agent(s), other residents; or, third parties.

24.3 Hazardous Wastes and Compliance with Government Regulations: TENANT(s) shall comply with all governmental regulations, including, but not limited to, those regulations concealing storage and disposal of all forms of hazardous waste arising from TENANT's occupancy of the premises. Should TENANT(s) fail to comply with applicable government regulations, TENANT(s) specifically agree to be personally liable for all cost, fees, penalties, interest and charges of any kind whatsoever arising from such failure to comply with government regulations. Further, TENANT(s) AGREE TO INDEMNIFY AND HOLD LANDLORD HARMLESS FROM ALL SUCH COSTS, FEES, PENALTIES, INTEREST AND CHARGES OF ANY KIND WHATSOEVER.

A SINGLE VIOLATION OF THIS RULE SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LOT RENTAL AGREEMENT AND SHALL CONSTITUTE GOOD CAUSE FOR TERMINATION OF TENANCY AND MAY RESULT IN EVICTION PURSUANT TO § 723.061(1)(C)1, FLA. STAT. In applying this rule, proof of violation shall not require a criminal conviction, only a mere preponderance of the evidence.

25. TRESPASSING: Trespassing on or through homesites other than those rented by the undersigned tenant is not permitted. Penalty up to and including eviction may result to constant offenders.

26. ABSENCE: Tenant is required to notify Management of any absence in excess of one (1) month and leave a forwarding address.

27. GAMBLING: Gambling is prohibited as provided by state law.

28. HOMESITE NUMBERS: Each home must have the street address placed on the, front of the home and it must be visible from the street. It must be placed in such a manner so as not to be obstructed by any type of landscaping. Numbers must be large enough (3 inches) and of contrasting colors so they are easily recognized from the street.

29. COMMUNITY PATROL: It is the homeowner's/resident's responsibility to take care of their own needs when in need of police or fire protection. In an emergency, call the police or fire department first then notify Management or its agent. Management, at its option, may supply patrol to assist residents in identifying potential problems, and also for the enforcement of the Rules and Regulations. Management reserves the right to restructure Community Patrol requirements as necessary at its sole discretion.

30. GRIEVANCE PROCEDURE: To facilitate the prompt and equitable resolution of any complaint by Community Residents, the Community insists that residents follow the procedure set forth below in an attempt to amicably rectify same:

30.1 Complaints: All complaints must initially be submitted to the Community Manager. Should the Community Manager disagree in principle to the propriety of any complaint, he/she will state their understanding of the Community's position on such matters. The Community Manager is required to uniformly enforce the Community's Rules and Regulations and Rental Agreement.

30.2 Recourse: Should any resident feel that the position taken by the Community Manager is wrong, especially on an item that may not be covered in the Community's present Rules and Regulations and which may need further clarification, such resident is then requested to prepare a written statement specifically outlining the nature of the complaint, and all facts supporting the complaint. This statement then should be delivered to the Operations Manager. In the statement, the resident should include their telephone number and address. The Operations Manager, upon receipt of such statement, will investigate the complaint and the Operations Manager will reply in writing directly to the resident (with a copy of the statement and reply to the Community Manager) advising the Community's final position on the matter.

30.3 If the resident still feels that their complaint still has not been satisfactorily answered they may address their complaint to the Vice President. The procedure to follow is the same procedure as that of the Recourse to the Operations Manager. All other steps must be followed first.

31. IMPROVEMENTS REQUIRED OF MANUFACTURED HOMEOWNERS: Vista del Lago is a closed Community and all manufactured homes must be purchased through the Community dealership and will be sold completely set up to the Community requirements. If, in the discretion of the Community Manager, at a later date, the closed Community rule is lifted, homes entering must meet the following requirements:

As a condition of each manufactured homeowner's occupancy in the Community, the following improvements must be installed at the manufactured homeowner's expense and be constructed in compliance with the Orange County Building Code and the State of Florida Set-Up Specifications:

31.1 A concrete driveway to the street, twelve (12) feet in width and guttering at the street access from the driveway, which is to be consistent with the guttering in the Community.

31.2 A carport which is a minimum size of 12' x 20'.

31.3 A utility shed which is properly placed and anchored in accordance with applicable codes., and which is attached to and becomes part of the manufactured home and the exterior must be consistent with the exterior of said home.

- 31.4 Concrete or fiberglass steps at each entrance to the manufactured home.
- 31.5 A fully sodded lawn.
- 31.6 A stucco or brick skirting around the manufactured home.

Each of such improvements must be designed and installed in accordance with the requirements of the Community Rules and Regulations and in accordance with plans that have been approved in advance by the Community Manager.

32. RIGHTS: Community Management shall have the right of access to the resident's mobile home to prevent imminent danger to an occupant of the manufactured home or to the manufactured home itself. Community Management shall have the right of entry onto the lot, at all reasonable times, for purposes of repair and replacement of utilities and protection of the Manufactured Home Community.

Specific variances to these Rules and Regulations may be granted by the 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 sole discretion of the Manager

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

33. EVICTION: A manufactured homeowner, a tenant, a manufactured home occupant or a manufactured home may be evicted from this Community by the Community Owner only on one (1) or more of the grounds listed in Chapter 723, Florida Statutes. The ground(s) applicable on the effective date of these rules are summarized below:

33.1 Nonpayment of Lot Rental Amount.

33.2 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 Community.

33.3 Violation of a Community Rule or Regulation, the Rental Agreement, or the provisions of Chapter 723, Florida Statutes.

33.4 Change in Land Use. Change in the use of the land comprising the Manufactured Home Community or the portion thereof from which one, (1) or more manufactured home(s) are to be removed.

33.5 Failure to become qualified to be a resident. Failure of the purchaser or other occupant of a mobile home situated in the Manufactured Home Community to be qualified as, and to obtain approval to become, a tenant; such prior approval being specifically required by these Rules and Regulations.

34. PROXIMITY CARDS AND VEHICLE IDENTIFICATION DECALS. At its own expense, the Community has installed a Gate Control system involving proximity cards and vehicle identification decals. Every

household will be issued two cards or two decals or 1 each at no charge to the homeowners. Residents needing more than the two free access devices initially supplied per household will be charged a fee for replacement or additional cards/decals. Residents are responsible for maintaining security over the access devices issued to them and shall not loan them to non-residents. Improperly loaning out cards to non-residents; or, using a resident's own proximity card to circumvent these rules by permitting widespread access to the Community by outside persons is a violation of the Community's Rules and Regulations. Such violation may result in deactivation of all current gate cards/decals for the violating household; charges for replacement access devices under the applicable prospectus; and/or, to potential eviction pursuant to the disclosures in the prospectus and section 723.061, Fla. Stat. Repeated loss of access devices presents a security problem for all residents. Such violation(s) of this rule may subject the violator(s) to penalties at management's discretion, up to and including potential eviction.

35. INCORPORATION WITH RENTAL AGREEMENT: THESE RULES AND REGULATIONS HAVE BEEN INCORPORATED BY REFERENCE INTO THE RENTAL AGREEMENT. TENANT ACKNOWLEDGES BY SIGNING THAT TENANT HAS HAD AN OPPORTUNITY TO READ THESE RULES AND REGULATIONS PRIOR TO SIGNING A RENTAL AGREEMENT. FURTHERMORE, TENANT AGREES TO ABIDE BY ALL RULES AND REGULATIONS AS AMENDED.

_____	_____	_____
Tenant	(Date)	Witness/Park Owner Representative
_____	_____	_____
Tenant	(Date)	Date

**EXHIBIT "C"**  
**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT, made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between VISTA DEL LAGO, hereinafter referred to as "LANDLORD" and \_\_\_\_\_, hereinafter referred to as "TENANT(s)".

W I T N E S S E T H:

That in consideration of the lot rental amount, covenants, and agreements to be kept and performed by TENANT(s) hereunder, TENANT(s) lease(s) from LANDLORD, the premises subject to the terms and conditions as hereinafter set forth.

1. LANDLORD hereby leases to TENANT(s) for installation thereon of TENANT(s) Mobile Home that certain space or lot number, to wit: \_\_\_\_\_, located in this Mobile Home Community, with the full understanding that this property is to be occupied solely as a private dwelling only by TENANT(s) and any other persons specifically approved by LANDLORD below. \_\_\_\_\_ persons will permanently occupy this space. Only the following persons are approved for occupancy under this RENTAL AGREEMENT.

_____	_____	_____
TENANT	AGE	D/L # (State of issue)

_____	_____	_____
TENANT	AGE	D/L # (State of issue)

_____	_____	_____
TENANT	AGE	D/L # (State of issue)

_____	_____	_____
TENANT	AGE	D/L # (State of issue)

_____	_____
Additional Resident/Age	Additional Resident/Age

_____	_____
Additional Resident/Age	Additional Resident/Age

2. The term of this Rental Agreement shall be for a period of \_\_\_\_\_ months, commencing on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and expiring on the last day of January, 20\_\_\_\_. Thereafter, the rental term may be extended for annual twelve month terms subject to such changes in lot rental amount and terms and conditions of the Rental Agreement as permissible under the Prospectus and Florida law. In the event the TENANT(s) continues to reside on the lot into a new term, the increased lot rental amount and any other changed term or condition of the Rental Agreement properly noticed pursuant to section 723.037(1), Florida Statutes, shall automatically become a term or condition of the tenancy then created. Providing it gives notices required under s. 723.037, F.S., LANDLORD may increase lot rental amount on a date other than the annual expiration date of the initial rental agreement; and may increase lot rental amount during the term of this rental agreement or any renewal thereof, providing the requirements of section 723.037(5), F.S. are met.

3. NOTICES. Any Notice to the LANDLORD under this RENTAL AGREEMENT shall be sent to the address specified in the prospectus, as amended. Any Notice to TENANT(s) under this RENTAL AGREEMENT or the prospectus shall be sent to the following address as designated by TENANT(s):



4. The annual base rent for the term shall be paid on an installment basis, payable as follows: The first month's base rent paid in advance, in the amount of \$\_\_\_\_\_, and continuing each month thereafter during the remainder of the term of this RENTAL AGREEMENT, plus any tax payable to any governmental authority on lot rental amount payments, and any increases in monthly lot rental amount as allowed in the Prospectus or this RENTAL AGREEMENT. As of the filing date of the Prospectus, the following services are included within base rent without separate charge to TENANT(s): Lawn mowing, waste disposal, storm drainage costs and electricity for common areas. TENANT is separately and individually responsible for water, sewage disposal costs, electricity, cable television, telephone, and maintenance of their own lot. LANDLORD reserves the right to change and charge for any of these services as specified in the prospectus.

5. In addition to the base rent, TENANT(s) agrees to pay the following other charges which will be part of the total monthly lot rental amount, to wit:

a. Special Use Fees - Special use fees that the mobile home owner will be responsible for include:

1. Investigation/Credit Check Fee: \$\_\_\_\_\_. Due at the time of application, this one-time charge will cover costs for determining eligibility, including credit worthiness, of any applicant for residency in the park. This fee will be charged by the park owner, as allowed by law, in qualifying a prospective tenant in the park.

2. Entrance Fee: \$\_\_\_\_\_. A one-time entrance fee is imposed on all new mobile home placement in the park in accordance with Section 723.041, Florida Statutes. Will not be charged for a move within the Community; or, to a purchaser of a mobile home within the Community that is offered for sale by an existing resident.

3. Late Payment Fee: \$\_\_\_\_\_. All payments received at the corporate office after 5:00 p.m. on the 5<sup>th</sup> of the month will be subject to a \$\_\_\_\_\_ delinquent charge. An additional \$\_\_\_\_\_/day will be charged after 5:00 p.m. on the 6<sup>th</sup> of the month. Rent is considered to be paid on the date that the check is received by the corporate office, not on the date that it is mailed, postmarked or indicated on the check.

4. Returned Check Fee: \$\_\_\_\_\_ Due per check on tenant's checks not honored by a financial institution in addition to accrued late fees and fees charged by the financial institution for returned checks.

5. Pet Fee: \$\_\_\_\_\_ Per pet per month.

6. Additional Resident: \$\_\_\_\_\_ Per month for each person over 6 persons residing in the mobile home or excess in number of individuals permitted to reside in mobile home pursuant to the rental agreement, who resides in mobile home in excess of 15 consecutive days or 30 total days per year.

7. Garbage/Refuse Fee: \$\_\_\_\_\_ Charge for removing any garbage/refuse not removed as normal garbage/refuse by the garbage service.

8. Special Service Fee: \$\_\_\_\_\_ Per service call or \$\_\_\_\_\_ per worker/hour for any repair, maintenance or service performed by the park or charge incurred by the park, which was caused by Tenant's failure to comply with park rules (See Rules); or, for any negligence, damage, maintenance or repairs to Park property.

9. Taxes and Assessments: \$\_\_\_\_\_. All taxes, assessments and fees of any nature required to be paid now or in the future by any governmental entity. Such taxes, assessments and fees shall be in addition to the base rent.

10. Mail box Fee: \$ \_\_\_\_\_. Includes the cost of mail box key, and if key is lost, replacement charge will be \$ \_\_\_\_\_.

11. Replacement Front Gate Card: \$ \_\_\_\_\_. Two free front gate cards are issued to each home on initial arrival/sale. Replacement or additional card charge will be \$ \_\_\_\_\_.

12. Security Deposit: \$ \_\_\_\_\_. Refundable, subject to the requirements of Ch. 83, Fla. Stat., and resident's full compliance with existing Rules and Regulations prior to departure from the Community.

13. Vehicle Storage Fee: \$ \_\_\_\_\_. Per vehicle per month.

14. Special Request Fee: \$ \_\_\_\_\_. Per service use (such as private party) for any common facility.

15. Storm Drainage/Utility Fee: \$ \_\_\_\_\_. Per month.<sup>2</sup>

16. Waste Disposal and Collection Charge: \$ \_\_\_\_\_ Per month.<sup>2</sup>

b. Pass-through Charges

The mobile home owner will be responsible for payment of any pass-through charge, which is the homeowner's proportionate share of the necessary and actual direct costs and impact or hookup fees for a governmentally mandated capital improvement which may include the necessary and actual direct costs and impact or hookup fees incurred for capital improvements required for public or private regulated utilities. The charges may be assessed more often than annually and will be assessed to the mobile home owner on a Proportionate Share basis.

c. Government or Utility Charges

The Park Owner may charge the home owner for any costs incurred and/or caused by any state, federal, or local government; or, utility company. These charges will be assessed to the mobile home owner on a metered basis, based on actual usage, or on a pro rata basis. (See, Prospectus, Sec. VIII, D). Certain of these government or utility charges, subject to the requirements of Chapter 723, may be "passed on" by the Park Owner at any time during the term of the lot rental agreement. These "pass on" charges may be assessed more often than annually and if charged for separately, the allowable "pass on" charges will not be otherwise collected in the remainder of the lot rental amount.

d. Assessments

Assessments may be imposed in addition to the base rent, based on "increased costs" to the Park Owner, including but not limited to, any costs arising due to acts of God or third parties, as set forth in the section on "Increases in Lot Rental Amount" of this Prospectus. The assessment will be imposed as set forth in the notice of assessment. The notice of assessment will be delivered ninety (90) days prior to the effective date of the assessment.

6. Monthly lot rental amount payments shall be paid promptly on the dates agreed as herein set forth, it being agreed between the parties that the time of each and all payments is of the essence in this Agreement. All payments are payable to the LANDLORD at the location designated by the Community.

7. TENANT(s) must pay their monthly lot rental amount for the entire rental term whether the TENANT(s) are in actual occupancy or residence for any specific month or not. However, the LANDLORD specifically reserves the right that if, during the term of this RENTAL AGREEMENT, there are any increases in utility charges to

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<sup>2</sup>Not charged separately as of the Filing Date; Park Owner reserves the right to charge in the future pursuant to the Prospectus. See, Sec. VII.

the Community, see Section 5 above, such increases in rates or charges for these utilities shall be allocated to TENANT(s) after the LANDLORD gives the TENANT(s) ninety (90) days notice of all such lot rental amount increases in accordance with Florida law. (See Prospectus). All notices shall be addressed to the Mobile Home Owner's address as specified in Section 3 above.

8. TENANT shall not sublease the mobile home except as specified in the Rules and Regulations. Mobile Homes may not be exchanged or substituted for one that is now on the premises without first obtaining written consent of the LANDLORD. In the event of substitution of occupants by sale, the new TENANT(s) must first obtain the written consent and approval of the Park Management before any sale can be completed in order to guarantee tenancy. (See Prospectus). Mobile home spaces are not transferable.

9. LIABILITY. The Mobile Home placed or located on the premises above described, shall be at the risk of the TENANT(s) or owner thereof. The LANDLORD shall not be liable for any personal injury to the TENANT(s) or to any other occupant, guest or invitee, nor for any damage to the leased property or for any other personal property located thereon; irrespective of how such injury or damage may be caused, whether from action of the elements or acts of negligence or acts by other persons, whatever their identities.

10. The TENANT(s) shall promptly comply with all statutes, ordinances, rules and orders, regulations and requirements of the Federal, State, County and City government(s) and of any and all their departments and bureaus applicable to said premises, and/or to the Mobile Homes located thereon; also with the requirements of the Insurance Underwriters Association, and with the local building department so as not to cause any raise in the rates of insurance upon the lot, the building, contents or occupants of the Community. In accordance with this paragraph, the TENANT(s) acknowledges that the Mobile Home must be properly secured or tied down, and the TENANT(s) further covenants and agrees to have this service performed, at TENANT(s) cost, prior to occupancy of their mobile home and as disclosed in the prospectus.

11. The TENANT(s) agrees to abide by all Rules and Regulations of the LANDLORD and agrees that violation thereof shall be grounds for eviction from the Community. TENANT(s) acknowledges having had a reasonable opportunity to read the current Rules and Regulations which are attached hereto and incorporated herein by reference, and the parties hereto agree that said Rules and Regulations are covenants and provisions of this RENTAL AGREEMENT and are reasonable and necessary for the proper and efficient operation of the Community and for the health, safety and welfare of the residents of the Community. Disputes, if any, concerning future amendments to the Rules must be submitted to mediation under the terms of the Prospectus.

12. LANDLORD and TENANT(s) agree that the Rules and Regulations will not be changed without written notification to the TENANT(s) at least ninety (90) days prior to implementation of any such changes. Rule changes adopted as a result of restrictions imposed by governmental entities or those required to protect the public health, safety, and welfare may be enforced prior to the expiration of the ninety (90) day period.

13. LANDLORD may evict TENANT(s) only for the reasons specified in the Prospectus and Community Rules; both of which are incorporated herein by reference.

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

The parties agree that if LANDLORD determines that TENANT(s) is to be evicted for violating a rule or regulation of the Community, LANDLORD will first give the TENANT(s) written notice of such violation and seven (7) days within which to comply with said Rule and/or Regulation. Subsequently, LANDLORD will deliver written notice of the grounds upon which TENANT(s) is to be evicted at least thirty (30) days prior to the date TENANT(s) is to vacate the premises.

Eviction for violation of a Community rule or regulation will be upon the first violation if it is an act which endangered the life, health, safety, property or peaceful enjoyment of the mobile home Community or its residents. Eviction for violation of all other rules and regulations will be for the second violation within twelve (12) months.

14. **ACCELERATION** In the event of a breach of this Rental Agreement (including the Community's rules and regulations and prospectus) or Chapter 723, LANDLORD may, pursuant to section 723.061, Florida Statutes, do any one or more of the following: terminate this Rental Agreement; begin a legal proceeding to regain possession of the land and the mobile home thereon in accordance with Chapter 723; and maintain an action for collection of all accrued lot rental amounts. In addition, the LANDLORD may declare the lot rental amount, for the entire term remaining, immediately due and payable and accelerate same and take any other action allowed hereunder, or by law to collect same. The prevailing party shall be entitled to an award of its costs and reasonable attorneys' fees as provided for by Chapter 723 and Florida law. Acceleration does not apply in the case of eviction due to a change in land use or failure to become qualified to be a resident.

15. **ATTORNEY'S FEES AND COSTS** If the park owner shall, at any time, be required to incur any expenses as a result of a breach of the lot rental agreement or the rules and regulations of the Community, whether in consulting with its attorneys in instituting any action or proceeding based upon such default, defending, or asserting a counterclaim in any action or proceeding brought by the home owner or by the park owner, the expense thereof to the park owner, including a reasonable attorney's fees and costs (including appellate fees and costs, if any) shall be recovered from the home owner by the park owner and shall be fully collectable. As used herein and throughout this lot rental agreement and the rules of the Community, the term "attorney's fees and costs" shall be deemed to include all fees and costs of every nature incurred whether by attorneys, paralegals, law clerks, legal assistants, expert witnesses, or others working under the direct supervision of a licensed attorney. Said entitlement to attorney's fees and costs shall be awardable to the "prevailing party" pursuant to section 723.068, Florida Statutes.

16. The LANDLORD shall have no right or access to TENANT(s) mobile home unless the TENANT(s)' prior consent has been obtained or to prevent imminent danger to the occupant or to the mobile home. The LANDLORD shall, however, have the right of entry onto the lot for purposes of repair and replacement of utilities and protection of the Mobile Home Community at all reasonable times, but not in such manner or at such time as to interfere unreasonably with the TENANT(s) quiet enjoyment of said lot.

17. **Hazardous Wastes and Compliance with Government Regulations.** TENANT(s) shall comply with all governmental regulations, including, but not limited to, those regulations concerning storage and disposal of all forms of hazardous waste arising from TENANT's occupancy of the premises. Should TENANT(s) fail to comply with applicable government regulations, TENANT(s) specifically agree to be personally liable for all costs, fees, penalties, interest and charges of any kind whatsoever arising from such failure to comply with government regulations. Further, TENANT(s) AGREE TO INDEMNIFY AND HOLD LANDLORD HARMLESS FROM ALL SUCH COSTS, FEES, PENALTIES, INTEREST AND CHARGES OF ANY KIND WHATSOEVER.

**A FIRST VIOLATION OF THIS RENTAL AGREEMENT PROVISION IS SUBJECT TO EVICTION ACTION AS AN ACT INJURIOUS TO THE OTHER RESIDENTS HEALTH, SAFETY AND PEACEFUL ENJOYMENT OF THE COMMUNITY.**

18. The rights of the LANDLORD contained herein are cumulative and failure of the LANDLORD to exercise any right shall not operate to forfeit any other rights of the LANDLORD. The failure of the LANDLORD 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 LANDLORD 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 LANDLORD of any provision hereof shall be deemed to have been made unless in a writing, expressly approved by the park owner, not by any agent thereof, including the park manager.

19. TENANT(s) acknowledges that he has read and understands the foregoing, that TENANT(s) was offered the foregoing Rental Agreement prior to occupancy (except for renewal Rental Agreements).

TENANT HEREBY ACKNOWLEDGES THEY HAVE READ AND UNDERSTAND THIS RENTAL AGREEMENT AND THE RULES AND REGULATIONS INCORPORATED IN THIS RENTAL AGREEMENT, HAVING HAD A REASONABLE OPPORTUNITY TO READ AND REVIEW THE RENTAL AGREEMENT AND RULES AND REGULATIONS PRIOR TO SIGNING THIS RENTAL AGREEMENT. TENANT AGREES TO FULLY ABIDE BY THIS RENTAL AGREEMENT AND SAID RULES AND REGULATIONS.

We, the undersigned, the TENANT(s) of lot # \_\_\_\_\_, do hereby agree to abide by the terms and conditions of this Rental Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
TENANT/LESSEE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
TENANT/LESSEE

\_\_\_\_\_  
TENANT/LESSEE

\_\_\_\_\_  
TENANT/LESSEE

\_\_\_\_\_  
LANDLORD/LESSOR/AGENT

**VISTA DEL LAGO  
BALLROOM RENTAL AGREEMENT**

Today's Date \_\_\_\_\_ Date of Function \_\_\_\_\_

Resident's Name \_\_\_\_\_ Lot # \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Type of Function \_\_\_\_\_ # People \_\_\_\_\_

Time: From \_\_\_\_\_ To \_\_\_\_\_ (Available 9:00 am - 1:00 am)

If ballroom is not vacated and left in its original condition by your requested ending time as written on this agreement, your total deposit will be forfeited.

NOTE: \$50.00 per hour will be charged after 10:00pm for Patrol Service during event and clean-up. Payment is required at time of reservation and charged in hourly increments.

**KITCHEN USAGE**

Will You need access to the Kitchen? Yes \_\_\_\_ No \_\_\_\_

If No: Kitchen will remain locked \_\_\_\_\_ (Initial)

If Yes: Additional \$50.00 Refundable Deposit is required.

Any "Kitchen Use" changes MUST be requested the prior business day of the event.

**REQUIREMENTS:**

- Use of facilities requires that the resident be in good standing with regard to up-to-date homesite rental fee (no balance due) and no current Notice of Violations.
- Refundable cash security deposit of \$200 for up to 200 people and \$300 for more than 200 people and an additional \$50 if utilizing Kitchen is required for all private functions.
- Deposit will be refunded if Clubhouse is left in the same original condition.
- Deposit will be refunded in the form of a check via mail, within 30 days after function.
- Use of piano and/or organ is NOT allowed (they belong to the Church).
- Wooden tables and chairs are not permitted on the ballroom floor as they damage the surface.
- Positively no helium-filled balloons are allowed in the Ballroom.
- Positively no smoking in the Clubhouse building.
- You are responsible for clean up which includes mopping floor, vacuuming carpet, washing tables, removing decorations, returning equipment, etc. The facility must be left in the same condition as when you arrived. A checklist of completed tasks must be filled in and signed by the responsible resident before you leave the Ballroom. The checklist must be approved by a Vista representative including Patrol Officer on duty. Final checklist clearance requires management approval on the next business day.
- Tables and chairs must be returned to their original positions. See layout on attached sheet.
- Kitchen must be cleaned if used, include: mopping floor, cleaning counters, stoves and sink, etc.
- Your signature below indicates that you received the layout/cleaning checklist sheet.
- Ice is not available.

By signing below I understand all conditions of this agreement and confirm I am reserving this space for my personal use and that of my guests only. I agree to remain present at all times during my event and assume all liability for damages and injuries, etc.

Cash Deposit Received: \$ \_\_\_\_\_

\_\_\_\_\_  
Signature of Resident Responsible

\_\_\_\_\_  
Signature of Vista Clubhouse Representative

## REQUIREMENTS FOR COOKING

When cooking with the griddle, range or ovens, you must have the EXHAUST FAN TURNED ON until cooking is completed.

The switch to turn the exhaust fan on/off is located on the wall above the dishwasher. The other switch is for the light over the appliances.

If the exhaust fan is not turned on while cooking, heat will build up and cause the ansul system (fire extinguisher) to spray a chemical on all the appliances. The chemical can only be removed by a fire extinguisher company and it is extremely expensive. The appliances cannot be used until they are professionally cleaned, inspected and certified for use.

By signing below, the resident agrees to abide by the above procedures and accepts responsibility for all expenses incurred as a result of failure to follow the procedures.

\_\_\_\_\_  
Signature of Resident Responsible

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Vista Staff

\_\_\_\_\_  
Date

Copy provided to resident.

## GRIDDLE OPERATION

- 1) Three knobs on left are for left, center and right section of the griddle top.
- 2) Knob marked "T" = Top of oven (broiler).
- 3) Knob marked "B" = bottom of oven.
- 4) Remaining knob is to adjust the temperature of the oven. (Whether it's for the broiler or the oven bottom)

## RANGE OPERATION

- 1) Six knobs (one for each burner)
- 2) Third knob from the left is for broiler.
- 3) Fourth knob (larger & darker red color) controls temperature of oven.

## CLEANING INSTRUCTIONS

Scotch-Brite cleaning materials are located: Bottom right hand draw.

Step 1 Scrape griddle with a spatula to remove loose food debris.

Step 2 Attach the pad to the pad holder.

Step 3 Apply Scotch-Brite Quick Clean Griddle Liquid to griddle.

If using No. 700 pre-portion packet, pour contents of one packet evenly over hot griddle - 300 - 350 degree F.

Step 4 Immediately spread liquid around the griddle using pad attached to the pad holder. Use moderate pressure to scour away burnt-on food.

Step 5 Using the squeegee, move liquid into grease trap.

Step 6 For heavily soiled griddles, additional cleaning liquid may be necessary. If so, repeat steps 3, 4 and 5.

Step 7 Turn off griddle, put damp cloth under pad holder, and wipe surface clean.

Step 8 Clean tools after use.

Copy given to Resident Responsible: \_\_\_\_\_



**VISTA DEL LAGO  
PAVILION RENTAL AGREEMENT**

Date of Request \_\_\_\_\_ Date of Function \_\_\_\_\_

Amount of Deposit: Cash \_\_\_\_\_

Resident's Name \_\_\_\_\_

Address \_\_\_\_\_ Phone # \_\_\_\_\_

Type of Function \_\_\_\_\_ # People \_\_\_\_\_

Time: from \_\_\_\_\_ to \_\_\_\_\_ (Available 9:00 am - 11:00 pm)

\*Note: Kitchen available only until 10:00 pm.

\*Deposit will be forfeited if Pavilion occupied after 11:00 pm and/or kitchen used after 10:00 pm.

NOTE: \*\*\*\*\* \$35.00 per hour will be charged after 10:00pm for Patrol Service during events and clean-up. \*\*\*\*\*

- Use of facilities requires that the resident be in good standing with regard to up-to-date homesite rental fee (no balance due) and no current Notice of Violation of community Rules & Regulations.
- Refundable security deposit of \$200.00 is required for all private functions.
- You are responsible for the clean-up (This includes the floor, cleaning tables, removing decorations, returning equipment, empty trash can and place in dumpster behind kitchen and replace with clean trash bag etc.)
- Your security deposit will be refunded only if the pavilion is in the same condition as when you arrived and you adhere to closing times.

By signing below I understand all conditions of this agreement and confirm I am reserving this space for my personal use and my guests only. I agree to remain present at all times during my event and assume all liability for damages and injuries, etc.

\_\_\_\_\_  
Signature of Resident Responsible

VISTA DEL LAGO  
MEDIA CENTER USER FEE AGREEMENT

Date: \_\_\_\_\_

The undersigned, \_\_\_\_\_, hereby agrees to use the Media Center solely for its intended purposes. It will not be utilized to visit any "adult" or pornographic internet sites, and the undersigned hereby agrees to pay Vista Del Lago \$\_\_\_\_\_/page for each page printed on the Media Center's attached printer(s).

\_\_\_\_\_

**VISTA DEL LAGO**  
**Prospectus Acknowledgement and Acceptance**

THIS RESALE PURCHASE AGREEMENT (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Vista Del Lago ("Lessor") and \_\_\_\_\_ ("Buyer(s)").

**R E C I T A L S**

WHEREAS, Lessor is the owner of Vista Del Lago (the "Community").

WHEREAS, Buyer has qualified to become a resident of the Community and wishes to purchase an existing home which is located in the Community at \_\_\_\_\_ (the "Site") from the Seller (\_\_\_\_\_).

Insert Seller's Name

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Recital. The above recitals are true and correct and are incorporated herein by reference. The recitals above and the promises and agreements made herein form an essential part of this Agreement; the absence of any of which this Agreement would not be executed.

2. Assumption. Under Section 723.059(3), Florida Statutes, the Buyer of a mobile home has the right to assume the remainder of the term of the Seller's existing rental agreement. Buyer hereby assumes all of the rights and obligations of Seller under and pursuant to Seller's rental agreement. Included within the obligation assumed by the Buyer is payment of the Seller's current recurring monthly lot rental amount of \$\_\_\_\_\_/month and any other fees and charges pursuant to the assumed rental agreement. Buyer agrees to timely pay this monthly lot rental amount for the remainder of the term of the assumed rental agreement. The term of Seller's rental agreement expires on \_\_\_\_\_.

Concurrent with the execution of this Agreement, Buyer will execute a new rental agreement governed by the Lessor's existing Prospectus, PRMZ000908-P5 (the "P5 Prospectus"), with an increase in lot rental amount to the current "prevailing market rent" of \$\_\_\_\_\_/month to take effect upon the expiration of the assumed term on \_\_\_\_\_, plus any separately noticed increases applicable to any such similarly situated lots to take effect at the expiration of said assumed term. Buyer acknowledges receipt of a complete copy of the Park's current Prospectus, PRMZ000908-P5, by execution of this Agreement. Said Prospectus and the Lease described herein shall become effective for Lot \_\_\_\_\_ on \_\_\_\_\_, upon expiration of the term assumed.

3. Ratification. All terms and conditions of the rental agreement and the Prospectus pursuant to the rights set forth above, are hereby ratified and confirmed and shall be binding on both Buyer and Lessor.

4. Consent. Lessor hereby consents to the terms of this Agreement by its execution hereof. Lessor has reviewed Buyer's application for residency in the Community, and agrees to permit Buyer to become a resident of the Community subject to the conditions stated herein.

5. Entire Agreement. This Agreement represents the entire understanding among the parties with respect to the subject matter contained herein. All other understandings or oral discussions are expressly incorporated herein.

IN WITNESS WHEREOF, this Agreement has been duly executed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

WITNESS:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Buyer)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Buyer)

\_\_\_\_\_  
(Lessor/Lessor's Agent)

Vista del Lago  
14465 Vista del Lago Blvd.  
Winter Garden, Florida 34787

## RECEIPT AND ACKNOWLEDGMENT

Vista del Lago Community Management delivered me/us a copy of the current approved Prospectus, PRMZ000908-P5/PR8615 (Rev. August 6, 2019), which is now being delivered to new residents who purchase new homes or bring a used home into the Park for the first time. Such Prospectus was first approved by the Department of Business and Professional Regulation for all lots in the Community on April 23, 2007. I/we were informed that it may or may not be the same form as the original Prospectus delivered to the previous owner(s). I/we the buyer(s) acknowledge receipt and acceptance of such current Prospectus given to me/us at the time of the signing of the Lease Agreement to be used as a guide for information purposes concerning disclosures relative to the mobile home Community.

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Community Manager or Agent