

PROSPECTUS FOR COLONIAL COLONY SOUTH MOBILE HOME COMMUNITY

1. THIS PROSPECTUS CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND YOUR FINANCIAL OBLIGATIONS IN LEASING A MOBILE HOME LOT. MAKE SURE THAT YOU READ THE ENTIRE DOCUMENT AND SEEK LEGAL ADVICE IF YOU HAVE ANY QUESTIONS REGARDING THE INFORMATION SET FORTH IN THIS DOCUMENT.

2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE LESSEE SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIALS.

3. ORAL REPRESENTATIONS SHOULD NOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE PARK OWNER OR OPERATOR. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

4. UPON DELIVERY OF THE PROSPECTUS TO A PROSPECTIVE LESSEE, THE RENTAL AGREEMENT IS VOIDABLE BY THE LESSEE FOR A PERIOD OF 15 DAYS.

TABLE OF CONTENTS

SUMMARY.....	i
NAME AND ADDRESS OF COMMUNITY.....	1
RECEIPT OF NOTICES AND DEMANDS.....	1
COMMUNITY PROPERTY DESCRIPTION.	1
RECREATIONAL AND COMMON FACILITIES.	3
COMMUNITY MANAGEMENT AND MAINTENANCE.....	6
MOBILE HOME OWNER REQUIRED IMPROVEMENTS.....	6
UTILITIES AND OTHER SERVICES.....	7
INCREASES IN LOT RENTAL AMOUNT.....	9
USER FEES AND CHARGES.	14
COMMUNITY RULES AND REGULATIONS.....	14
ZONING.	14

EXHIBITS

Exhibit "A" - RULES AND REGULATIONS
Exhibit "B" - COMMUNITY LAYOUT
Exhibit "C" - RENTAL AGREEMENT
Exhibit "D" - USER FEE AGREEMENT

DEFINITIONS

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

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

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

"Community Standards" – means the requirements set forth in the Prospectus, Lease, and Rules and Regulations concerning home and lot maintenance, appearance, and general cleanliness.

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

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

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

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

"Manufactured Home Lot" or "Home site" means a mobile home lot as defined in section 723.003(9), Florida Statutes.

"Lot" or "Site" means a mobile home lot as defined in section 723.003(9), Florida Statutes.

"Occupant" means a person(s) who is entitled under authority of home owner's lot rental agreement with community owner to occupy a lot and who does not own the home occupying the lot. The term applies only to persons who have been approved by community management pursuant to the community rules and regulations.

I. NAME AND ADDRESS OF COMMUNITY

Colonial Colony South Mobile Home Community
Beville Road
Daytona Beach, Florida 32119

II. RECEIPT OF NOTICES AND DEMANDS

The following persons are authorized to receive notices and demands on the Community Owner's behalf:

Mandy Shaddix Junk or Shawn Doerrfeld
1275 Beville Road
Daytona Beach, Florida 32119

III. COMMUNITY PROPERTY DESCRIPTION

A. Lot Sizes

Colonial Colony South Mobile Home Community has 572 lots, each of which is approximately 50' x 80' (approximately 4000 square feet).

B. Setback and Minimum Separation distance Requirements

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

The State Fire Marshal has established minimum separation and setback requirements, as follows:

Pursuant to Section 4A-42.05 of the Florida Administrative Code, the State Fire Marshall has adopted the code of the National Fire Protection Association. This code sets forth minimum separation distance requirements between mobile homes as follows:

5-2.1 Firesafety Separation Requirements.

5-2.1.1 Any portion of a manufactured home, excluding the tongue, shall not be located closer than 10 ft. (3.04 m) side to side, 8 ft. (2.44m) end to side, or 6 ft. (1.83 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 which will provide a one-hour fire rating, or the structures are separated by a one-hour fire rated barrier. (See 5-4.1)

5-4 Accessory Building or Structure Firesafety–
5-4.1 Requirements.

A carport, awning, ramada, or open (screened) porch shall be permitted to be located immediately adjacent to a site line when constructed entirely of materials which do not support combustion and provided that such facilities are not less than 3 ft. (0.91 m) from a building, cabana, or enclosed porch on an adjacent site. A carport, awning, or ramada or open (screened) porch using combustible materials shall not be located closer than 5 ft. (1.52 m) from the site line or an adjoining site.

In addition to the requirements of the State Fire Marshal, the City of Daytona Beach, Florida has enacted certain zoning regulations controlling the setback and separation of mobile homes within the Community.

The City of Daytona Beach set-back requirements and minimum separation distance between mobile homes are:

Minimum spacing between mobile homes, side to side	10 feet
Minimum spacing between mobile homes, end to side	8 feet
Minimum spacing between mobile homes, end to end	6 feet
Minimum spacing between a mobile home and any other structure	6 feet

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 delivery date. "Delivery date" as used herein is the date upon which the prospectus is delivered to the tenant. Prospective tenants of the Community are advised to inquire with the above-referenced authorities with respect to these matters.

Please note that the above quoted and referenced requirements concern only the setback and separation requirements applicable to the Community on the delivery date of this prospectus, and that any one or more such requirements may be subsequently modified or repealed. No continuing obligation is undertaken by the park owner to advise any Community resident or tenant of any subsequent modification, future adoption of additional requirements by

any other governmental body, or future repeal of these provisions. The requirements stated above may not be applicable to the Community, in whole or in part due to the placement of homes in the Community prior to the enactment of those requirements, vested rights established under earlier ordinances, statutes or laws; or due to subsequent judicial decisions interpreting these or other laws. The prospective tenant is advised to obtain further information regarding installation of mobile homes in the Community from the appropriate permitting authority.

C. Shared Facilities

In Colonial Colony South five hundred seventy-two (572) lots will share in the use of the following facilities:

1. Two (2) buildings
2. Two (2) swimming pools
3. Two (2) shuffleboard court areas
4. Two (2) drying yard areas
5. R.V. and boat storage area

The 572 lots is the maximum number to use these facilities.

IV. RECREATIONAL AND COMMON FACILITIES

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

A. BUILDINGS

1. The North Community Clubhouse is located at the North end of the community near the entrance/exit to Beville Road.

This Clubhouse has the following facilities for the mobile homeowner's use and community offices:

There is one (1) building of approximately 2,844 square feet, that is used primarily for Community offices. There is one room about 30' x 30' that is used for management conferences. About 10' x 30' of the building is used for restrooms and a small kitchen area. About 54' x 56' of the building is used for community and corporate offices. This building is furnished with the necessary office furniture and equipment plus conference use furniture. The building has a capacity of approximately 20 persons.

2. The South Community Clubhouse is located on Colonial Drive between Mayflower Drive and Williamsburg Place.

There is one (1) building which has a main room of approximately 35' x 100', a billiard room of approximately 92' x 12', a card/craft room of approximately 28' x 36', and an additional area of approximately 12' x 40'. The total size of this building is approximately 7,400 square feet. The main room in this building is approximately 3500 square feet with a capacity of 300 persons. It is intended to be used for almost all indoor social functions within the community. This room is furnished with tables and chairs. There is also a kitchen area for serving refreshments and clean-up. The kitchen is equipped with ovens and refrigerators. There are two rest rooms for use by those attending social functions at the building and those residents and their guests using the swimming pool.

B. SWIMMING POOL(S)

1. There is one (1) swimming pool located on the south side of the office building. This pool is approximately 40 feet long and 20 feet wide. The depth ranges from 3-1/2 feet on the north end to 7 feet on the south

end. It is surrounded by a deck that is 6 feet wide on the sides and south end, and 18 feet wide on the north end. The capacity of this pool is approximately 20 people. The pool is heated at the discretion of the management.

2. There is one free-form swimming pool to the north of the activities building. This pool is fifty feet long, with a width that varies from a maximum of 28 feet to a minimum of 18 feet. The depth of the pool ranges from 3-1/2 feet on the south end to 7 feet on the north end. The capacity of this pool is approximately 30 people. There are chairs, tables, lounges, and umbrellas on the pool deck. The pool is surrounded by a deck that is approximately 12 feet wide along all sides. There is no heat provided for this pool.

C. OTHER FACILITIES AND PERMANENT IMPROVEMENTS

A description of all other facilities and permanent improvements available for use by the mobile home owners, is as follows:

1. To the south of the pool and pool house at the North Community Clubhouse, there are three shuffleboard courts. There are also benches for the player's use and a utility room for shuffleboard playing equipment storage.

2. At the north of the pool and pool house at the South Community Clubhouse there are six shuffleboard courts and a bocci ball court. There, are also benches for the player's use and a room for shuffleboard equipment storage.

3. There are two drying yard areas within the community. Area #1 is located between Mt. Vernon Drive and Patriot 'lace ont he east road of the community. The size of this facility is about 20 feet x 30 feet or 600 square feet. Area #2 is located at the east end of Liberty Lane. The approximate size of this facility is 12 feet x 20 feet or 240 square feet.

D. PERSONAL PROPERTY

A description of the items of personal property available for use by the mobile home owners, is as follows:

South Community Clubhouse

tables
chairs
ovens
refrigerators
1 drink vending machine
1 drinking fountain
Public address system in lounge
Bingo & miscellaneous recreation supplies
Miscellaneous kitchen equipment
1 ice machine
1 ping pong table with equipment
billiard tables

South Pool Area

tables and umbrellas
chairs
lounges

South Shuffleboard Area

tables
chairs
Shuffleboard court equipment for 6 courts
Benches for players' use

North Community Clubhouse

1 stove
1 refrigerator
1 drink vending machine
Miscellaneous kitchen equipment

North Pool Area

tables with umbrellas
chairs
lounges

North Shuffleboard Area

Shuffleboard equipment for three courts
Benches for players' use

There is no personal property which is reserved for the exclusive use of the mobile home owners. The Community Owner reserves the right to replace, remove, change or otherwise modify the articles of personal property currently available for use by the mobile home owners.

E. DAYS AND HOURS OF OPERATION

The days and hours that the facilities of the Community will generally be available for use by the mobile home owners, are as follows:

North Community Clubhouse: The office is generally open Monday, Tuesday, Thursday, and Friday from 9:00 a.m. until 12:00 noon and 1:30 p.m. until 5:00 p.m. The office will be closed for holidays and special events as the community management considers desirable, or as posted.

The swimming pool is generally open from 9:00 a.m. until 10:00 p.m. seven (7) days a week.

The shuffleboard courts are generally available for daytime play seven (7) days a week.

South Community Clubhouse: The social building is generally open from 9 :00 a.m. until 10:30 p.m. seven (7) days a week. There occasionally are scheduled social activities that require the hours of closing to be extended past the 10:30 p.m. time.

The swimming pool is generally open from 9:00 a.m. until 10:00 p.m. seven (7) days a week.

The shuffleboard courts and bocci ball court are generally available for play from 9:00 a.m. until 10:00 p.m seven (7) days a week. These courts are illuminated for evening play.

Drying yard areas #1 and #2 are both open during daylight hours seven (7) days a week.

The community management reserves the right to use and assign the use of the recreation facilities.

There is a storage facility located in the Southwest corner of the Community. The area is fenced. The storage facility is available on a first-come-first-serve basis to mobile home owners by user fee.

The Community Owner expressly reserves the right to alter the days and hours of operation in accordance with procedures prescribed in the Community Rules and Regulations. In case of emergency or repairs, the facility may be closed, and the residents will be notified promptly.

F. FUTURE IMPROVEMENTS

All facilities in this Prospectus are complete as of the Filing Date. The Owner reserves the right from time to time to alter or change any of such facilities or property by the removal, relocation or alteration of existing facilities and property or the construction of new facilities. No assurance is given that any of the foregoing facilities or property will remain available for the resident's use for any specified period after the Filing Date.

V. COMMUNITY MANAGEMENT AND MAINTENANCE

The management, operation and maintenance of Colonial Colony South are under the direction of the President of the Corporation. The President will utilize other persons who will function as a part of a management team. Their function will be to have contact/communication with the community residents and employees.

The community office is located at 1275 Beville Road. All questions and problems concerning community operations should be directed to this office.

The maintenance and operation within the community will be performed by community employees or by other persons contracted at the President's discretion.

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

VI. MOBILE HOME OWNER REQUIRED IMPROVEMENTS

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

1. Decorative underskirting under the home.
2. Carport awning wide enough to cover the driveway, plus about one foot overhand, and long enough for the vehicles and utility room that will occupy this area.
3. Patio awning large enough to cover the entire patio, plus about a one foot overhang.
4. Permanent steps where needed at the mobile home.
5. Decorative planter or shrubs large enough to obscure the hitch area on the mobile home.
6. Electric connections from either the P-54 box if one is provided, or from the panel under the Florida Power and Light meter located on the meter bank into the mobile home.

7. Water line from the Community provided shut-off valve located on the Lessee's lot to the point of connection of the mobile home.

8. Sewage discharge line from the mobile home to the underground connection with the Community central collection system located near the rear lot line.

All required improvements must meet specifications as established by the Community. Such specifications are available from the Community Office. The resident must obtain prior written approval of all required improvements.

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

In general and except as expressly provided to the contrary in the Prospectus, and to the extent permitted by law, each owner of a mobile home in the Community is responsible for the maintenance and repair of his or her mobile home, mobile home lot, and all improvements thereon including landscaping.

Tenants who were residents of the Community as of June 4, 1984, and those tenants residing in the Community prior to the delivery date of this Prospectus, were required to install the improvements as set out above upon becoming a resident of the Community. To the extent that those tenants did not install the required permanent improvements, those requirements are still effective. There are no additional requirements established pursuant to this Prospectus as to the tenants described above.

The mobile home owner may also be required to bear, in the form of increases in the lot rental, the costs incurred by Owner in installing capital improvements or performing major repairs in the Community.

VII. UTILITIES AND OTHER SERVICES

1. Water

Water is provided by the City of Daytona Beach, billed to Colonial Colony South through one meter in a lump sum, and is included in the base rent portion of the lot rental amount. Colonial Colony South is responsible for the water mains from the meter at the entrance of the community to, and including, the shut-off valve for each individual home. This valve is located above ground and on the lot that is occupied by each Lessee's mobile home. Water lines from the shut-off valve to the mobile home, and water lines within the mobile home, are the homeowner's responsibility. This water is for in-home use only.

Water for lawn irrigation and exterior use at the home is from deep wells located within the community. Colonial Colony South is responsible for the maintenance and operation of the wells, pumps and water mains to, and including the shut-off valve to each lot from these wells. The valve for each lot is located above ground and on the lot that is occupied by each Lessee's mobile home. Any distribution system for water from this valve is the responsibility of the homeowner.

However, the Owner reserves the right, upon 90 days prior written notice to each owner of a mobile home in the Community, to cause each mobile home owner to be separately billed for water by the installation of individual meters for each mobile home lot in the Community.

2. Sewage

Sewage disposal is provided by the City of Daytona Beach billed to the community in a lump sum. The cost of providing sewage disposal is included in the base rent portion of the lot rental amount. Operation and maintenance of lift stations and central collection sewer lines within the community are the responsibility of Colonial Colony South.

to the below ground connections of the sewer line or each individual home. The in-ground connection, and the lines to and including the home lines, are the homeowner's responsibility.

However, the Owner reserves the right, upon 90 days prior written notice to each owner of a mobile home in the Community, to cause each mobile home owner to be separately billed for sewage disposal.

3. Waste Disposal

Garbage and trash are collected in containers or in trucks, then deposited with the City of Daytona Beach or Volusia County landfill. The garbage and trash are collected roadside by community personnel. Garbage must be placed in plastic bags and sealed. Trash should be placed in containers to enable the collectors to efficiently remove the trash from the resident's lot. The cost of providing waste disposal service is included in the base rent portion of the lot rental amount.

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

4. Cable T.V.

Master antenna television service is furnished to each home by an underground cable system owned and maintained by the community. The cost of providing master antenna service is included in the base rent portion of the lot rental amount. Additional cable television services are provided to the Community by Spectrum or any other television provider of the Home Owner's choice. These additional cable television services are contracted for by the Resident, are billed separately to the Resident by the provider of such services and are not included in the lot rental amount.

5. Storm Drainage

Storm water drainage in the Community is accomplished by the grade of the roads and an open ditch system on the east, west and south sides of the community. All storm water is eventually deposited in the Nova Road Canal, a major county storm water control canal. The cost of providing storm drainage in the Community is included in the base rent portion of the lot rental amount. Any Assessment by state or local government which may be imposed on the Community for off-site storm drainage will be included in the lot rental amount as a separate charge and will not be included in the base rent and shall be passed on to the Home Owners on a pro rata basis.

6. Electricity

Electric Power is provided to each home by Florida Power & Light Company. Residents are billed directly by the power company for electricity used. Electric service is not included in the lot rental amount. Florida Power & Light is responsible for maintaining the service lines through and including the electric meter. The community is responsible for installing and maintaining the electric service lines from the meter to the P-54 junction box. If there is no P-54 junction box, the community is responsible for the service lines from the meter through, and including, the panel located directly under the individual home electric meter. Electrical lines in the home and outside the home to these points of connection are the responsibility of the homeowner.

7. Telephone service is provided to each home by AT&T or any other provider of the Home Owner's choice, and the resident is billed directly by the telephone company and telephone service is not included in the lot rental amount.

8. Gas service is provided to each home that requires such service by Public Gas Company, New Smyrna Beach, Florida. The resident is billed directly by the gas company and gas service is not included in the lot rental amount. If it is necessary for individual gas tanks to be used, the placement of these gas tanks must have community management approval.

9. Other Services

The following services are provided by the Community:

- Streets and community areas are illuminated. Monthly newsletter and social calendars are available.
- Various social functions are sponsored throughout the year.
- Mailboxes for each home.
- Plastic bags for garbage.
- Van service as scheduled by management to shopping areas on a first-requested, first-served basis.
- Lawns are mowed as needed, fertilized semi-annually, sprayed for chinch bug control. Minimum lawn watering and trimming during extended times of absence from the community by the Lessee.

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

VIII. INCREASE IN LOT RENTAL AMOUNT

Lot Rental Amount

The mobile home owner will be responsible for payment of base rent, special use fees, government and utility charges, pass-through charges, assessments, and other financial obligations, as follows:

A. Base Rent--

The base rent for the leased lot is \$_____ per month, and will be in effect from _____, 20_____, to _____, 20_____.

B. Special Use Fees --

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

1. Late Charge -- \$_____, if lot rental amount is not paid by the 10th day from the due date.

2. Returned Check Charge--\$_____.

3. Guest Fee--\$_____ per month per person. This fee will be assessed only if a guest's visit exceeds fifteen (15) consecutive days or thirty (30) total days per year.

4. Security Deposit -- \$_____, if applicable.

5. Special Service -- \$_____ minimum, plus costs; for services performed by the Community as described in the Rules and Regulations.

C. Government and Utilities Charges --

The mobile home owner will be responsible for payment of those costs charged to the Community Owner by state or local government or utility companies. The definition of government and utility charges is set forth in the section prescribing the manner of lot rental amount increases. Some government and utility charges may be assessed more often than annually and will be assessed to the mobile home owner on a pro rate basis. The pro rata share will be determined by dividing the number of mobile home spaces leased by a resident by the total number of occupied mobile home spaces in the Community. Government and utility charges may be assessed to the resident more often than annually, however, the Community Owner reserves the right to recoup these costs in the form of future base rent increases or other charges, rather than as governmental and utility charges.

D. Pass-Through Charges--

"Pass-through charge" means 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 Home Owner's proportionate share of pass-through charges shall be calculated by dividing equally among the affected developed lots in the Community 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 Community.

E. Assessments --

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

F. Generally –

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

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

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

Nothing in this prospectus shall be deemed a waiver of the Owner's right to collect from the mobile home owner any damages that the owner may sustain as a result of or in connection with the tortious act, neglect or breach of lease by the mobile home owner or anyone permitted to be on Community 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. Such sums include the base rent, special use fees, government and utility charges, pass-through charges, special use fees, installation and set-up charges, and other fees, charges and assessments imposed by the Owner.

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

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

d. "Pass-Through Charges" means 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 Home Owner's proportionate share of pass-through charges shall be calculated by dividing equally among the affected developed lots in the Community 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 Community.

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.

3. Lot Rental Amount - - Categories of Charges.

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

4. Lot Rental Amount -- Increases.

a. General. The lot rental amount is subject to periodic increases by the Owner. However, except for increases resulting from the imposition of government and utility charges, the lot rental amount will not be increased more frequently than annually.

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

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

1. Water rates
2. Sewer rates
3. Electricity rates

4. Waste disposal
5. Maintenance costs
6. Management costs
7. Property taxes
8. Major repairs or improvements

9. Increased costs, which refers to any increases experienced by the 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 will be taken into account in determining the total costs, and such expenses and charges shall include, but not necessarily be limited to:

- (a) The costs of all insurance carried by Owner with respect to the Community;
- (b) The cost of general repairs, maintenance and replacement;
- (c) The cost of janitorial services, security, cleaning, window washing and pest control;
- (d) The cost of redecorating, renovating and landscaping the common facilities or areas in the Community, and of stripping, patching and repairing any roadways, vehicular parking areas or storage areas in the Community;
- (e) The costs of obtaining utility services, including water, sewer, electricity, gas and waste disposal;
- (f) The cost of providing heating, ventilation, sewage and waste disposal, air-conditioning, and any other service attributable to the operation of any recreational building or other common area or facility in the Community;
- (g) Reasonable salaries and other remuneration and compensation paid to persons or firms engaged in operating, managing, repairing, maintaining or administering the Community;
- (h) Reasonable management fees paid in connection with the operation and management of the Community, including any such fees paid to Owner or any affiliate of Owner;
- (i) The cost of capital improvements or major repairs made in or for the benefit of the Community, and for the funding of any reserves for capital improvements or repairs, to the extent permitted by law. However a resident of the Community as of June 4, 1984, may not be required to install any permanent improvements;
- (j) Rents and additional rents payable under any ground lease;
- (k) License fees, permit fees and other fees and charges payable to the State of Florida or any agency or municipality thereof;
- (l) Debt service.

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

11. Prevailing Economic Conditions -- are intended to refer to those factors which bear on the economic viability of a real estate investment and which would be considered by a prudent businessman in establishing the base rent and other charges or any increase in the amount thereof. These factors may include: (1) the costs attendant to the replacement of this Community in the economic environment existing at the time of any rental increase, including land acquisition costs, construction costs, and losses associated with the operation of a park 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 return on the costs referred to in this clause (1); (2) the levels of interest rates and other financing charges associated with construction, interim and permanent financing; (3) the availability of alternative forms of real estate investments which, absent the rental increase in question, might reasonably be expected to yield a greater return on investment capital; (4) the levels of the Consumer Price Index, defined as the United States Department of Labor, Consumer Price Index, U.S. City Average--All Urban Consumers, 1967 = 100, or, in the event of the discontinuation of publication of the Consumer Price Index, then an alternative index which has been reasonably related to the Consumer Price Index in evaluating economic conditions, and which has been, or can reasonably be expected to be, generally accepted as a replacement index for the Consumer Price Index; (5) the level at which the lot rental amount must be established in order that the owner will realize a reasonable return on the "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; (6) other economic factors which might reasonably be expected to affect either the value of the Community, the rate of return available to the owner of the Community at the existing level of lot rental amount, the present value of the real estate investment and the rate of return of that investment in the then current economic conditions, and which would be taken into consideration by a prudent businessman in considering the amount of rental 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.

12. Professional fees -- including but not limited to, fees to accountants, attorneys, engineers, architects and consultants, employed to assist in the operation, management, development, and administration of the Community.

13. The mobile home owner will be responsible for payment of those charges to the Community Owner by state or local government or utility companies. Charges by state or local government or utility company will only be used as a factor for future rent increases to the extent those charges are not directly passed on to the resident in the form of government and utility charges.

14. The mobile home owner may also be required to bear, in the form of increases in the lot rental amount, the costs incurred by Owner in installing capital improvements or performing major repairs in the Community. Factors affecting increases in the lot rental amount are described in Section VIII of this Prospectus.

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

Additional Considerations

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

The sections above are intended only to provide the Community resident with a listing of factors which may be considered by the Owner in whole or in part in establishing the amount of increases in lot rental.

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

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

IX. USER FEES

The home owner is responsible for the payment of user fees if the home owner agrees to the provision of services for such fees by the Community Owner.

"User Fees" are defined as those amounts charged in addition to the lot rental amount for non-essential optional services provided by or through the Community Owner to the home owner under a separate written agreement between the home owner and the person furnishing the optional service or services.

User fees will be increased based upon the factors which are considered for increases in the lot rental amount. (These factors are listed in Section VIII of this Prospectus). Notice of an increase in user fee changes will be provided to the home owner thirty (30) days prior to the increase. Notice of increase will be given by posting a notice at the facility by personal delivery or by thirty (30) day notice by U.S. Mail. Notice by U.S. Mail will be considered made upon the mailing of notice to the homeowner's last known address.

User fees are currently charged for the following services:

Storage Area \$_____

X. COMMUNITY RULES AND REGULATIONS

A. Current Community Rules or Regulations

The current Community Rules and Regulations governing mobile home owner's behavior, guest procedures, time for using recreational and other facilities and any other rules, are attached as Exhibit A.

B. Changes in Rules and Regulations

The Community 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 governmental entities and required to protect the public health, safety, and welfare may be enforced prior to the expiration of the ninety (90) day period.

XI. ZONING

The nature and type of zoning under which the mobile home community operates, the permitted uses under such zoning classification and the name of the zoning authority which has jurisdiction over the land comprising the Community, are as follows:

The existing zoning of Colonial Colony South is TM. Under this existing zoning classification, the permitted uses are mobile home park's.

The City of Daytona Beach is the zoning authority which has jurisdiction over Colonial Colony South.

The community has no current plans to seek a change in the future use of land comprising Colonial Colony South.

EXHIBIT "A"

Community Rules and Regulations

COLONIAL COLONY SOUTH RULES

1. Colonial Colony, Inc. reserves the right to refuse any person's admittance to this community. Applicants must not be a threat to the safety and welfare of community residents, must be credit worthy and must meet age restrictions (see #2 below.) Therefore, applicants will be subject to a criminal background examination, a credit and/or previous landlord review, and age verification. Upon review of the above, along with any other information at management's disposal, community management, at its own discretion, will reject or grant residency.

2. The primary resident in each home must be 55 (fifty-five) years of age or older. It is our intention to provide housing for persons "over age 55". The community management reserves the right to rent to persons as a primary resident, under the age of 55, in the management's discretion, so long as the number of rented occupied homesites in the community, which have at least one person age 55 or older, does not fall below 80% of the total number of occupied homesites in the community. Additionally, the minimum age for admission into the community is thirty-five (35) years. Community management reserves the right to admit individuals who do not meet this minimum age requirement on a case by case basis where circumstances warrant. Every two years community management will survey each occupant's age to comply with the Federal Fair Housing Act. Each resident shall provide any changes to their information such as names, ages and copies of identification during this survey.

3. Occupancy of each home is limited to two persons. Permission must be requested and given for any additional occupants.

4. PETS

4.1 Prior written approval from Community Management must be obtained as to any pet which is to reside in the Community, and such written approval must be obtained and submitted prior to the time the pet is actually brought into the Community. No more than two (2) generally accepted domestic pets which have been approved and registered by the Community Manager are allowed per household. To be approved, the pet must be an inside pet and a true household pet. To be approved, the pet must be an inside pet of small size, weighing under twenty-five (25) pounds at maturity, and a true household pet. Community Management reserves the right to make decisions on pets on a case by case basis but shall not use this discretion to approve or grandfather a pet with a history of barking, attacking, growling, biting, other menacing behavior or any dog whose breed or breed mixture appears to be a dangerous breed as described in the Dog Rule below. Community Management can at any time terminate approvals granted for pets based upon incomplete, inaccurate, or changed information. Residents having more than two pets as of the effective date of these rules, will be allowed to keep them provided all pets are registered with Community Management within 30 days after such date. Such pets shall not be replaced over and above the maximum of two pets per household.

4.2 Completion of the written application form by Resident shall be required before approval of any pet will be considered. All information required on the application shall be provided with complete detail as requested. Such items requested shall include, but not be limited to, the name of the pet, the breed, the adult size of the pet (height and weight), the pet license tag number and current vaccination status of the pet, the veterinarian for such pet, the length of time that said pet has been with Resident and any history of the pet as it pertains to barking, attacking, growling, biting, other menacing behavior or law suits occasioned by its behavior. The application shall be signed and dated by the Resident. Any false or incomplete information on the application, including that of the mix or breed of the pet, will be deemed absolute grounds for rejection of the pet, and shall constitute a violation of the Rules if the pet is not immediately removed.

4.3 As part of the application, Resident shall submit to Community Management proof that the pet has a valid and current pet license (if a license is required by law), and that the pet has received all required vaccinations and inoculations. Resident shall also bring the pet to Community Management for a visual assessment. Annually, Resident shall be required to provide to Community Management proof of a current pet license and of vaccinations and/or inoculations as are required. This documentation shall be copied and presented to Community Management within 15 days of the renewal date of any pet license and/or vaccination and inoculation requirement.

4.4 No pet with a history of biting or attacking any person shall be allowed or approved. Any Resident or prospective resident who has previously been sued because of damages caused by any pet for which approval is being sought shall be denied permission for such pet to be brought into the Community.

4.5 Dogs

4.5.1 The following breeds are not permitted under any circumstances, regardless of whether prior approval for the same has been acquired: Doberman Pinschers, German Shepherds, Rottweilers, Pit Bulls, Staffordshire Bull Terriers, Chow Chows, Akitas, wolf/dog mixes, any dog which is a mix of the above breeds, or any dog that exhibits aggressive behavior. An animal is considered "aggressive" when its behavior reasonably causes fear for a resident, guest or Community employee or contractor. A single bite is sufficient reason, but not a prerequisite for removal under this rule. Properly trained and well-behaved "house dogs" capable of being comfortably maintained indoors, for which immunization and licensing in compliance with the local animal control ordinance (or other comparable municipal ordinance accepted by the local animal control) is current and is maintained current are permitted, provided that their behavior does not in any way become a nuisance to neighboring Residents. Applicants for residency in the Community and Residents of the Community who wish to acquire a dog must provide evidence of such immunization and licensing to Community Management in conjunction with the approval process.

4.5.2 Dog owners are required to demonstrate full control of their dog and its behavior. If a complaint is received by Community Management regarding the behavior of a particular dog, which Community Management in its sole discretion determines to be valid, Community Management may require either that the dog be permanently removed from the Community or that the Resident provide evidence of successful formal obedience training by organizations operating to American Kennel Club standards, or equivalent.

4.5.3 Dogs must be kept inside the home except when taken outdoors on a leash for reasonable outdoor exercise periods. For this purpose, dogs may be walked on Resident's lot or on the common areas or entrances to the Community. When outside the confines of the home, all droppings must be immediately removed by the Resident. In no event may a dog be permitted to trespass on another Resident's residential lot.

4.5.4 Dogs shall not, under any circumstances, at any time be caged, fenced, tied or otherwise left restrained but unattended outside the home of the dog's owner. No outside fences or pet restraining perimeters, whether above or below ground, dog houses, dog runs, cages, or other containers or forms of restraint of any kind for the retention of pets will be permitted on the lot.

4.5.5 Persistent barking (barks or howls for ten sustained minutes or more on a regular and recurring basis) by any dog at any time of the day or night constitutes unacceptable dog behavior.

4.5.6 Community Management will investigate any and all written complaints concerning dogs from any neighboring Resident. When dog owners are determined by Community Management to be out of compliance, the dog owner will be given written notice of such non-compliance, which may lead to eviction for non-compliance under these Rules.

4.6 Cats

4.6.1 Domesticated cats for which immunization and licensing in compliance with the local animal control ordinance (or other comparable municipal ordinance accepted by local animal control) is current and is maintained current are permitted. Applicants for residency in the Community and Residents in the Community who wish to acquire a cat must provide evidence of such immunization and licensing to Community Management.

4.6.2 Cats must be kept inside the home except when taken outdoors on a leash for reasonable outdoor exercise periods.

4.6.3 Cats shall not, under any circumstances, at any time be caged, fenced, tied or otherwise left restrained but unattended outside the home of the cat's owner. No outside fences or pet restraining perimeters, whether above or below ground, or other forms of restraint of any kind for the retention of pets will be permitted on the lot.

4.6.4 Community Management will investigate any and all written complaints concerning cats from any neighboring Resident. When cat owners are determined by Community Management to be out of compliance, the cat owner will be given written notice of such non-compliance, which may lead to eviction for non-compliance under these Rules.

4.6.5 Persistent howling which is audible outside the home by any cat at any time of the day or night constitutes unacceptable cat behavior.

4.7 Birds

4.7.1 Pet birds whose singing or other noises are not audible outside the Resident's home are permitted. However, should a pet bird become a noise nuisance, the bird's owner is required to take corrective action.

4.7.2 Community Management will investigate any and all written complaints concerning birds from any neighboring Resident. When bird owners are determined by Community Management to be out of compliance, the bird owner will be given written notice of such non-compliance, which can lead to eviction for non-compliance under these Rules.

4.8 Other Animals: No other agricultural or wild animals, poisonous creatures or exotic creatures such as pigs, iguanas, snakes, ferrets, rabbits, etc., are permitted in the Community.

4.9 Residents shall hereby be liable for and shall defend, indemnify and hold harmless Community Owner, its affiliates and its and their officers, directors, employees, agents, and assigns from all personal injury or property damage caused by pets. In addition, Residents shall comply with all provisions of any rules, regulations and ordinances of any governmental authority or agency and the laws of the State with respect to dogs, cats and other pets.

4.10 Without the prior written approval of Community Management, pets belonging to daily visitors and/or overnight visitors of Residents must be boarded outside of the Community. However, guests' service animals are permitted.

4.11 Pets are specifically prohibited from the Community office.

4.12 Feeding of stray or wild animals is prohibited.

4.13 Any pet found running loose may be picked up and delivered to the local animal shelter. If the animal is wearing identifying tags, Community Management may, but is not obligated to, first attempt to return the animal to its owner.

4.14 Assistance Animals

An assistance animal is not a pet. It is an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability.

Assistance animals are subject to the same behavioral rules and licensing requirements set forth above for pets. Assistance animals are permitted in Community recreational and common areas. However, assistance animals must at all times when outside of the mobile home be harnessed, leashed or tethered and must be under control of their owner. The only time an assistance animal may be off leash, harness or tether, is when being on it would

inhibit the assistance animal's ability to perform tasks for an individual with a disability. In that case the individual must maintain control of the animal through voice, signal, or other effective controls.

5. Lot rent is due on the first day of the month and must be paid no later than the tenth of the month.
6. Homesites may be subleased only for periods of 30 days or more and only to persons who meet the established criteria for residency. Such persons must complete a residency application, sign a sublease agreement in the community office and be approved for residency not less than three business days prior to occupancy.
7. Homeowners are responsible for keeping the exterior of their homes in good repair and their homesites orderly, neat, clean and free of litter and clutter.
8. Homeowners are responsible for all watering and trimming necessary to maintain the lawn, shrubs and planters on their homesite. All residents are responsible for keeping the grass neatly edged at their street edge, their sidewalk and along their own carport. If they are unable to do this routine maintenance, the community office will have it done for a reasonable fee. Homeowners are responsible for maintaining a reasonable amount of shrubbery, flowers or approved decorations on their homesite. Homeowners will be responsible for the expense of grass replacement if such replacement is the result of their neglect. The grass should be replaced within a reasonable time.
9. Homeowners must submit building plans for approval before starting any construction on a homesite. Licensed, qualified contractors or other management approved persons must perform all work at the homeowner's expense. All site improvements, including all exterior painting, must have office approval prior to commencement. Homeowners are responsible for obtaining necessary permitting for home or homesite improvements from governmental agencies.
10. Patio roofs, carports, skirting are required on all homes. They must be constructed of office-approved materials.
11. Skirting around homes must provide ready access to utility lines and facilitate necessary inspections and repairs.
12. Sprinkler systems, if installed, must be such that lawn mowers will not damage them. Sprinkler heads must be low enough for mowers to pass over them and strong enough to support the mower's weight. Homeowners will be responsible for the expense to repair improperly installed sprinkler systems damaged by the mowers.
13. Water softeners, if installed, must be so that they will not be offensive to neighbors; within the utility room is the most desirable location. Installation at any other location must have the prior approval of the office.
14. Cable television service is available to residents of the Community. No antennas or reception devices shall in any way be attached to or protrude from any manufactured home or manufactured home site, except small satellite dishes and broadcast TV antennas (less than one meter in diameter or diagonal measurement). All other sending and receiving satellite dishes and antennas are prohibited. Further, any equipment that interferes with neighboring reception is prohibited.

To maintain an attractive community, home owners are urged to install satellite dishes or broadcast TV antennas in an inconspicuous location at the rear of their mobile home, if such placement does not interfere with adequate reception. Due to concerns over possible damage to underground utilities, prior written approval from management is required for the placement of a satellite dish or broadcast TV antenna on the mobile home lot. Placement on the mobile home lot may require a reasonable landscaping addition to conceal the dish or antenna and thereby help maintain the aesthetics of the community. Under no circumstances may a home owner install satellite dishes or broadcast TV antennas outside the home owner's mobile home lot.
15. Room air conditioners may be installed only with prior written approval.

16. The proposed location of landscaping materials, such as trees and shrubs, must be approved by the office prior to planting. Placement must be such that the plants future growth will not create a traffic hazard, infringe on a neighbor's homesite, or damage underground utility lines or TV cable. Resident's are responsible for future care, trimming or removal of landscaping and/or trees planted by the homeowner.

17. Residents are asked to observe conservation measures at all times and to not waste water. Residents must obey any watering restrictions imposed by community management, Volusia County or any other governmental agency.

18. Water from the City of Daytona Beach that is supplied to each home is for use within the home exclusively, with the exception of a line to an exterior utility room washing machine. Other outside use of city water without special permission is an infraction of these rules.

19. Residents are requested to keep noise levels from all sources to a minimum, especially between the hours of 10:00 p.m. and 8:00 a.m. Residents shall not play any stereo, radio, television or instrument at a level that will disturb other residents.

20. There shall be no burning of trash, leaves or other materials on individual lots within the community. Grass cuttings, leaves, trimmings and other debris must be placed in containers adequate for pickup, and put at the edge of the street on collection days.

21. All garbage must be enclosed in plastic bags and placed near the street edge in front of the home on the days of scheduled collection. Such bags must not be left outside overnight. Colonial Colony North recycles. Residents are encouraged to place acceptable recyclable materials in the recycling containers provided by the community. Recycling schedules and recycling material information is available through the community office.

22. No drying or airing of clothes is permitted on individual lots except within the home or utility room.

23. Residents planning to leave the community for a period exceeding one week in length should notify the office staff. Arrangements must be made to water and trim lawns, shrubs, trees and planters as necessary in the resident's absence. It is suggested that neighbors be informed of trip plans to prevent undue concern when an absence is noticed. Residents who plan to leave their homes for 30 days or longer shall complete a "vacation form" available at the community office prior to their departure. The vacation form will list who is responsible for the maintenance of the home, lawns, trees, planters and shrubbery during the homeowner's absence. The form will list emergency contact information.

24. The community underground water system, waste collection system, street lights, swimming pool equipment, etc. must not be tampered with or altered by any unauthorized person.

25. Salespersons, solicitors, peddlers, or commercial enterprises within the community must have written permission from the management prior to carrying on any of the aforesaid related activities. This rule shall not prevent any home owner from canvassing other homes owners in accordance with Florida Statutes §723.054 and §723.055.

26. The illegal and/or excessive use of drugs and/or alcoholic beverages is prohibited anywhere on the premises. Intoxication in common areas is prohibited.

27. The speed limit within the community is 15 miles per hour. All vehicles must observe all traffic control systems. Pedestrians and bicycles have the right of way but must also observe all traffic control systems. All vehicles (including bicycles) must obey all traffic laws.

28. The owners of motorcycles and mopeds must apply for the written consent of the park managers for the use of such vehicles within the community.

29. Trucks with hauling capacity of three-quarter ton or greater are not permitted to be parked on individual homesites without management approval.

30. Parking: Without prior written consent of Community Management, no vehicle shall be parked in or on Community common areas, other than those areas specifically designated for parking. Parking on roadways within the Community or on lawns, swales, green areas or vacant lots or on undeveloped portions of the Community is strictly prohibited. Vehicles, including golf carts, are not to be parked on the grass at any time.

30.1 Parking Area: Where the Community has provided a paved parking area on the lot, Resident is responsible for maintaining this paved area and keeping it in a state of cleanliness and repair. If damaged by Resident or guest(s) during the tenancy, Resident must repair same. This obligation includes any oil spill or leak.

30.2 Resident is permitted a total of 2 vehicles per lot, provided there is adequate room on the driveway.

30.3 Campers, trailers, motorhomes, boats or delivery vehicles will be permitted reasonable time for loading and unloading, but shall never be parked or stored overnight within the Community, except with Community Management's prior written approval in specifically designated parking or storage areas. Parking space within such areas is available on a first come first serve basis. No person may remain overnight or otherwise reside in the Community in any camper, motorhome or similar vehicle.

30.4 A guest's vehicle may be temporarily parked in the street right-of-way but never overnight. A Resident's vehicles may be temporarily parked in the street right-of-way for drop-off and pick-up, but never overnight. Additional parking or storage is available on a first come first serve basis with Community Managements prior written approval in specifically designated areas. In the event sufficient space is not available in these designated areas, it is the responsibility of the Resident to locate parking or storage outside the Community and not on other Residents' lots. Residents are responsible to insure that guests' vehicles comply with these rules.

30.5 Vehicles Repairs: Mechanical or other repair of vehicles, boats or trailers is not permitted at a residential lot or elsewhere within the Community. Vehicles without current licenses, inspection stickers and tags, or which are inoperable or in a state of disrepair including, but not limited to, those which are rusted, dented, handpainted, or unpainted or which are missing external parts, are not to be stored on the lot or in any other area within the Community. No vehicle may be on jacks, blocks or ramps at any time other than for emergency tire changes lasting no longer than 30 minutes. Due to the safety hazard it presents, any vehicle left on jacks, blocks or ramps is subject to towing, as provided by applicable law, and vehicles on roadways are subject to immediate towing without notice, or with such minimum notice as may be required by applicable law, payable to the towing service and not to Community Owner.

30.6 Vehicles in violation of these Rules may be towed away without notice, or with such minimum notice as is required by applicable law, at the registered owner's expense, payable to the towing service and not to Community Owner.

31. Pool rules that are posted at each pool must be observed. They are as follows:

North Pool

Pool hours: 9am -- 10pm

Children are not permitted between the hours of 1pm to 4pm

South Pool

Pool hours: 9am -- 10pm

Persons over the age of 18 only

North and South Pool

Swim at your own risk.
No lifeguard on duty.
Shower before entering pool.
No running, jumping or diving.
No large floats or surf boards.
No alcoholic beverages.
A person over the age of 18 must accompany children.
Replace furniture you move.
Place drink cans and other trash in containers.
Lounges must be covered with towels.
No glass containers are allowed in the pool areas.
Swimmers should not create a health risk to other swimmers.
Residents must accompany guest.
Guest should carry and display guest tags.
No loud or disturbing music.

32. Shuffleboard rules are posted at the courts as follows:

Courts must be swept before playing.
Children under 18 must be accompanied by a community resident, parent or guardian.
Do not play on a wet court.
Courts use is restricted during tournament play.
Lights out at 10:00p.m.

33. Smoking shall not be permitted in any community building.

34. A homeowner who wishes to host any type of function in the Recreation Lounge should make a reservation with the community office staff. The homeowner host is responsible for the care of the recreation lounge during his/her private function. He/she will be responsible for returning the Recreation Lounge to the condition in which he/she found it. This may include, but is not limited to cleaning the facility, vacuuming the floor and returning the furniture to its original position. Homeowner hosts are responsible for any necessary repairs or replacements to the lounge and to property contained within or surrounding the lounge area, should they be damaged during a private function.

35. No street parking is permitted with the exception of guests' vehicles, which may be parked there for brief periods. Overnight storage of these vehicles must be in the parking area of the recreation lounge.

36. The stay of a guest's pet within the community is not to exceed a twenty-four hour period during which the animal must not be permitted to disturb the neighbors in any way. Guest's pets are restricted to the resident's homesite.

37. Each guest is limited to a maximum visit of one month per year. Adult persons wishing to exceed this time restriction must apply for residency, either on a temporary or permanent basis.

38. All guests must be accompanied by their resident host when using any park recreational facility.

39. Guests that use the community recreational facilities must wear a guest tag that will identify them. These tags are available at the office for a nominal deposit.

40. SALE AND/OR REMOVAL OF HOME

A. Homeowners have the right to sell their homes within the Community subject to the Community Owner's right of first refusal. The purchaser must, however, meet all requirements for residency prior to occupancy or the purchaser will be required to move the home from the Community.

B. A Homeowner intending to make a bona fide sale of his/her home or any interest in it to a proposed purchaser intending to remain in the Community shall give to Community Owner notice of such intention, together with the name and address of the proposed purchaser and such other information concerning the proposed purchaser as Community Owner may reasonably require. Homeowner shall provide to Community Owner a copy of the final executed sales contract. Homeowner may redact all financial information and social security numbers contained in the copy of the final executed sales contract before submission to Community Owner. Resident shall direct the proposed purchaser to Community Management for exchange of information, including the lot rental amount which will apply at the expiration of the seller's lease term or at the time of sale. Within seven (7) days of transfer of title, change in financing of the home, or purchase of Homeowner's home, a true copy of the legal registration showing title registered in the name of the purchaser and the name of the lienholder, if any, shall be provided to Community Management by Homeowner. This rule does not in any way diminish or affect the obligation of every purchaser of a home to seek and to obtain written approval by Community Management prior to the change in occupancy of the home if the proposed purchaser intends to become a resident of the Community.

C. Prior to written approval of the purchaser for residency, Community Management will inspect the entire lot and exterior of the home to verify that it complies with all rules and regulations. The Home must meet all local code requirements, including but not limited to, electrical and plumbing. The inspection will include, but is not limited to, exterior maintenance, skirting, carports, awnings, attached structures, sheds, shrubs, trees and lawn care. Any infraction or deficiency must be repaired/upgraded. The seller and the purchaser must provide proof of completed repairs or written assurance to Community Management that any repairs or changes to the home will be made as necessary to bring the home into compliance with community standards as set forth in these Rules and Regulations, within a reasonable time frame as specified by Community Management in writing. Community Management has the right to deny approval of the proposed purchaser if such work is not done; however, approval may not be unreasonably withheld.

D. Community Owner requires that any home not meeting the Community's established standards, as required by these Rules, or any home which is improperly maintained, be upgraded to improve the quality and appearance of the home. Failure to meet the Community's requirements shall be a violation of these Rules.

E. In the event Homeowner intends to move the home from the Community, written notice must be given to Community Management of that intent at least thirty (30) days prior to the moving date. Such move must be made between 8:00 a.m. and 5:00 p.m. so Community Management may have an inspector present. Only transporters of homes, properly licensed and authorized by governing authorities, are permitted to move homes into or out of the Community. Such transporters must provide Community Management with a security deposit of up to \$500.00 and a certificate of general liability insurance in an amount of not less than five hundred thousand dollars (\$500,000.00) to ensure against personal injury and damage to property. Written permission from Community Owner is required prior to any move of a home either into or out of the Community. All current charges must be paid in full at the Community office.

F. Any Homeowner who removes a home from the Community is responsible for any cleanup necessary, including removal of all trash, steps, broken concrete, planters, patios and footers, and any other discarded materials. Utility connections must be sealed, protected, and identified. The home site must be left in a clean and neat condition; it must be cleaned, cleared, and approved by Community Management. Homeowner is responsible for expenses incurred in restoring the site to a clean condition. Community Management shall provide written notice to Homeowner upon satisfactory completion of home site restoration. Homeowner's obligation for payment of lot rental amount shall terminate as of the end of the lease term in effect at the time of removal of Homeowner's home or at such time as agreed to in writing by Community Management.

G. Community Management requires that each Resident comply with the requirements of all governmental agencies including, but not limited to, HUD, the department of motor vehicles or transportation, the State and the County in which the Community is located.

H. Community Management and Community Owner assume no responsibility in the event that a dealer, bank or other secured party should opt to remove the home of a Resident from the Community, except for Community Management's failure to perform a duty or negligent performance of a duty as implied by law.

I. Destruction of Home: Should the home be destroyed by fire, windstorm, water, an act of God, or by any other means, the Homeowner must remove the salvage from the home site within thirty (30) days from the date of such event, or from the date of mailing of written notice from Community Management to Homeowner to remove same, whichever is earlier, unless a longer period for removal is provided by applicable ordinance or law.

J. Right of First Refusal for Individual Mobile Homes.

i) If Homeowner offers a home for sale, or if Homeowner receives a bona fide offer for the purchase of his or her home, Homeowner shall notify Community Management, in writing, of: (a) Homeowners' offer, identifying the price, terms and conditions of the offer made by the Homeowner, and (b) for any bona fide offer received from any third party (the "Third Party Offeror"), Homeowner shall identify the Third Party Offeror, provide a full and correct copy of the Third Party Offeror's offer, including the price, terms and all conditions of the offer and of copies of all documents comprising the offer. This notice to Community Management by Homeowner shall be referred to as the "Offer Notice". Community Management shall have three (3) business days to accept the price, terms and conditions of the Offer Notice by providing written notice of the acceptance to Homeowner. Upon delivery of a timely acceptance of the Offer Notice, the Parties shall cooperate in good faith to complete the sale of the home to the Community Owner. If Community Management fails to timely accept an Offer Notice served in full compliance with this rule, Homeowner shall be free at any time to sell the home to a party or parties other than Community Owner. If Homeowner thereafter elects to offer, or accept a Third Party Offeror's offer, for a sale of the home at a price lower than the price specified in his or her original Offer Notice, Homeowner shall provide written notice of the revised offer and a copy of the same (the "Revised Offer Notice") to Community Management and Community Management shall have an additional three (3) business days from receipt of the Revised Offer Notice to accept the revised offer. An Offer Notice or Revised Offer Notice to Community Management shall be promptly delivered to Community Owner. (Homeowner shall be entitled to a receipt for any Offer Notice or Revised Offer Notice delivered by hand delivery). Acceptance of an offer made in an Offer Notice or Revised Offer Notice by Community Management shall be by certified mail or recognized overnight delivery service, with a copy of the acceptance posted on the home. If an offer made or received by Homeowner does not include the appliances, fixtures or window coverings for the home, the Offer Notice or Revised Offer Notice shall clearly identify the items which are not included. Clear title and proof of ownership shall be conditions precedent to Community Owner's purchase of a home.

ii) This rule is intended to enable Community Owner to retain homes in the Community, and thus to preserve occupancy and continued revenues. Community Owner's rights hereunder are unique, and are difficult or impossible to quantify.

iii) Community Owner may record in the public records a memorandum of the rights granted by this rule. Community Owner may also give notice of its rights, by any manner or means to any third party, including, but not limited to, any Third Party Offeror, potential buyer(s), or individual(s) or entity(ies) involved in the sale, transport, or brokerage of mobile homes.

41. "For Sale" signs are limited to one such sign per home. The sign must be white with black or red lettering and shall not exceed 18" x 24" in size. Suitable signs will be provided by the community office for a nominal rental fee. Placement of such signs must be approved to assure that they will not interfere with maintenance equipment or damage underground lines. "For sale" signs, "Open House" signs, directional signs, information signs, etc. shall not be placed on any of the common areas of the community. Signs regarding an open house may be placed in the yard of

the sale home only. "Open House" and related signs must be removed after the open house hours have concluded. Open houses may only be held during daylight hours.

42. Complaints or comments of a serious nature from a homeowner to the community managers should be in written form and signed. Anonymous complaints, verbal or written, will not be processed.

43. The managers of Colonial Colony South reserve the right of access to the individual lots to erect, use and maintain utility lines, or for the protection of the community.

44. The community managers may, in emergency situations, have right of access into any home using force if necessary, to prevent or investigate suspected imminent danger to the occupants or the home.

45. Colonial Colony, Inc. shall not be responsible for losses or damages caused by accident, fire, theft or Act of God to any home, persons or personal property.

46. The managers of Colonial Colony South reserve the right to inspect and approve or disapprove any home before its placement in the community.

47. A homeowner planning to remove his home from Colonial Colony South must give the office 30 days written notice unless the home has sustained extensive damage.

48. Neither the management nor the Corporate officers of this community shall be liable for accident or injury to the person or property of tenants and/or their guests during the use of the common areas, including recreational areas. Residents and guests avail themselves of these facilities at their own risk.

49. A home owner, tenant, occupant, or the home shall be subject to eviction in accordance with the procedures set forth in Chapter 723, Florida Statutes, and as amended. The grounds for eviction on the filing date are summarized as follows:

- A. nonpayment of lot rental amount;
- B. conviction of a violation of a federal or state law or local ordinances, if the violation is detrimental to the health, safety, or welfare of the other residents of the Community;
- C. violation of a Community rule or regulation, the Lot Rental Agreement, or Chapter 723, Florida Statutes;
- D. a change in the use of land comprising the Community or any portion thereof; or
- E. failure of the purchaser, prospective tenant, or occupant of a home situated in the Community to be qualified as, and to obtain approval to become, a tenant or occupant of the home, such approval being required by these Rules and Regulations.
- F. Pursuant to Section 723.061(1)(e), Florida Statutes, if a purchaser or prospective tenant of a home occupies the home before approval is granted, Community Management may require that the purchaser, prospective tenant, or unauthorized occupant vacate the Community within 7 days of receipt of a notice demanding same.

50. The exteriors of the homes and the lots are periodically inspected by community personnel. The homeowners are responsible for repairs or maintenance necessary to correct any deficiencies brought to their attention as a result of these inspections.

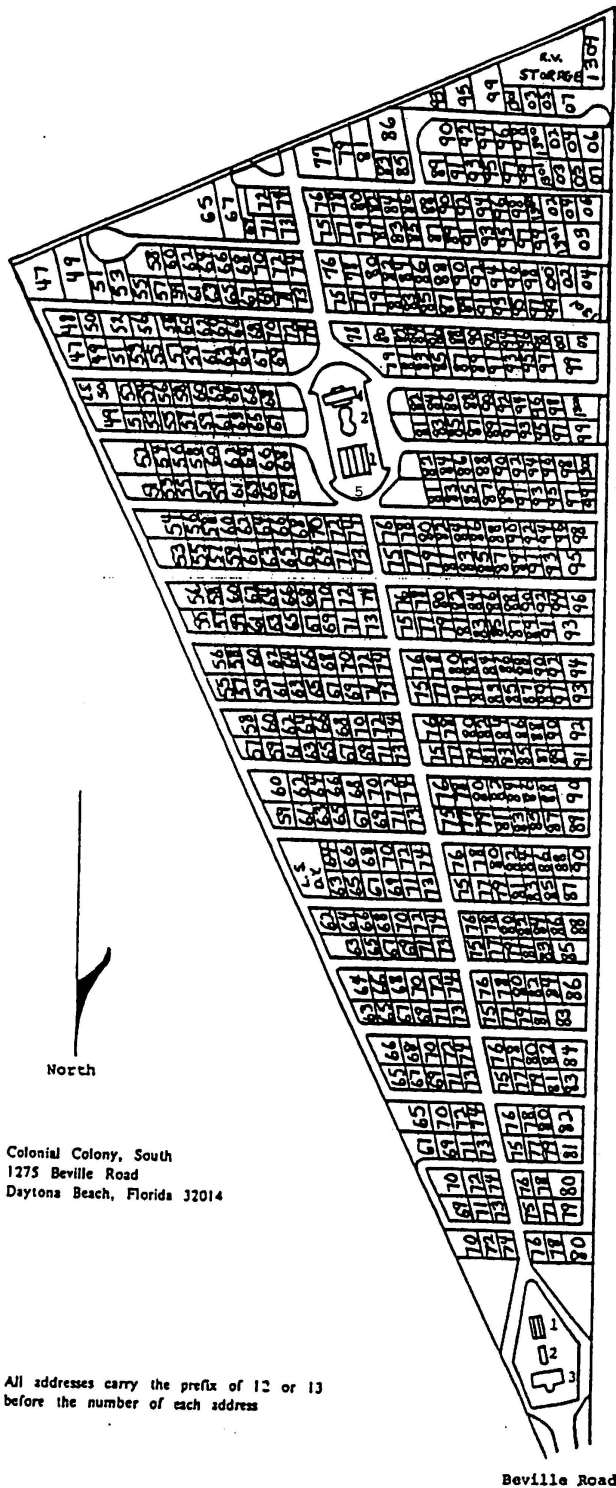
51. Homeowners should treat fellow neighbors and community personnel in a respectful way. Verbal threats, abuse or other threatening acts will not be tolerated. Abusive or offensive language is forbidden in the community.

52. SPECIAL EXCEPTIONS

Community Management reserves the exclusive, unrestricted right to grant special exceptions to these Rules when, in the exclusive opinion of Community Management, special circumstances warrant the granting of special exceptions or written waiver of a particular provision as it applies to a particular Resident or Residents, so long as such exception or waiver does not interfere with the general welfare, health and safety of the other Residents of the Community. For example, variances to these Rules may be granted by the Community Management 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 where the exception will not disturb the quiet enjoyment of the Community by other Residents, or when the basis for the variance is deemed sufficient in the discretion of Community Management.

EXHIBIT “B”

The Community Layout or Plat



Colonial Colony, South
1275 Beville Road
Daytona Beach, Florida 32014

All addresses carry the prefix of 12 or 13
before the number of each address

- Freedom Lane
- Bunker Hill Drive
- Flintlock Drive
- Pilgrim Place
- Mayflower Drive
- Valley Forge Drive
- Williamsburg Place
- Jamestown Drive
- Plantation Place
- Monticello Drive
- Constitution Drive
- Patriot Place
- Mt. Vernon Drive
- Plymouth Place
- Carriage Drive
- Liberty Lane
- Independence Drive
- Heritage Drive

- 1. Shuffleboard
- 2. Pool
- 3. Office
- 4. Lounge
- 5. Bocci Ball Court

EXHIBIT "C"

RENTAL AGREEMENT

EXHIBIT C
EXHIBIT C
COLONIAL COLONY SOUTH
A Manufactured Housing Rental Community

Lot Lease Agreement

It is the policy of this community that all new homes brought into the Community shall be purchased from the owners of Colonial Colony South or from a dealer selected by them.

This Lease, made and entered on this ____ day of _____, _____, by and between Colonial Colony South, hereinafter referred to as Lessor, and _____, hereinafter referred to as Lessee.

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

1. It is specifically understood and agreed by and between the parties hereto that this is a bona fide offer to lease for a specified term.

2. Lessor hereby leases to Lessee for installation thereon of Lessee's manufactured home that certain property described as: _____ to be occupied solely as a private dwelling only be Lessee and Lessee's family, consisting of _____ person(s).

3. The term of this lease shall be for a period of _____ months, commencing on the _____ day of _____, 20_____, and terminating on the 31st day of December, 20_____. The rental for said term shall be \$_____ per month, payable in advance on the day of each month. All rental payments are payable to Colonial Colony South at 1275 Beville Road, Daytona Beach, Florida 32119. A late charge will be charged for rents not paid within ten days of the due date. A fee will be charged on any check returned by the bank.

Lot Rental Amount

The mobile home owner will be responsible for payment of base rent, special use fees, government and utility charges, pass-through charges, assessments, and other financial obligations, as follows:

A. Base Rent--

The base rent for the leased lot is \$_____ per month, and will be in effect from _____, 20_____, to _____, 20_____.

B. Special Use Fees--

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

1. Late Charge -- \$_____, if lot rental amount is not paid by the 10th day from the due date.

2. Returned Check Charge-- \$_____.

3. Guest Fee--\$_____ per month per person. This fee will be assessed only if a guest's visit exceeds fifteen (15) consecutive days or thirty (30) total days per year.

4. Security Deposit -- \$ _____, if applicable.

5. Special Service -- \$ _____ minimum, plus costs, for services performed by the Community as described in the Rules and Regulations.

C. Government and Utility Charges --

The mobile home owner will be responsible for payment of those costs charged to the Community Owner by state or local government or utility companies. The definition of government and utility charges is set forth in the section prescribing the manner of lot rental amount increases. Certain charges may be assessed more often than annually and will be assessed to the mobile home owner on a pro rata basis. The pro rata share will be determined by dividing the number of mobile home spaces leased by a resident by the total number of occupied mobile home spaces in the Community. Those items defined below as government and utility charges may be passed on to the resident more often than annually, however, the Community Owner reserves the right to recoup those costs in the form of future base rent increases or other charges, rather than as government and utility charges.

D. "Pass-Through Charges" means 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 home owner's proportionate share of pass-through charges shall be calculated by dividing equally among the affected developed lots in the Community 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 Community.

E. Assessments--

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

4. Upon reaching the termination date, this Lease shall automatically be extended for an additional period of one year and for additional one year periods thereafter, unless the Lessee shall notify the Lessor in writing thirty (30) days prior to the expiration date of Lessee's intention to vacate the premises. The terms and conditions of this Lease may be altered by Lessor upon thirty (30) days' notice, prior to renewal.

5. The Lessor, in its sole discretion, may raise the lot rental amount for any extended term by giving the Lessee notice not less than ninety (90) days prior to the expiration of the current lease term. The rent and service charges may be adjusted on an annual basis at the discretion of the Lessor in accordance with the Prospectus, this Lot Lease Agreement and the Rules and Regulations. The increased rental rate shall automatically become a part of the extended Lease unless the Lessee shall advise the Lessor in writing thirty (30) days prior to the expiration of the current term of Lessee's intention to vacate the premises and not enter into a new term.

6. The Lessee agrees to abide by all Rules and Regulations of the Lessor and agrees that violation thereof shall be grounds for eviction from the Community, and the parties hereto agree that said Rules and Regulations as from time to time amended are covenants and provisions of this Lease 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.

7. This Lease Agreement is governed by Florida Statutes, Chapter 723 "Florida Mobile Home Act."

8. If Lessor, in its sole determination, believes it is necessary to retain legal counsel to assist Lessor in enforcing against Lessee this Lease Agreement or in enforcing against Lessee Lessor's Rules and Regulations, then Lessee shall pay all Lessor's related costs and expenses, including a reasonable attorney's fee.

9. The name and address of the person authorized by lessor to receive notices is specified in section II of the prospectus. Any notice by Lessor to Lessee shall be by United States Mail, addressed to Lessee at Lessor's address in Colonial Colony South.

10. The following services are included within the Base Rent component of Lot Rental Amount without separate charge to Lessee(s): street lighting, storm water drainage within the Community, basic television service, waste disposal, water service, sewage disposal, mailboxes, and lawn maintenance (including mowing, fertilizing twice annually, chinch bug removal, and minimum lawn water and trimming during extended times of absence from Community by Lessee). Lessee is separately and individually responsible for cable television, telephone, and electricity. Any assessment by state or local government which may be imposed on the Community for off-site storm drainage will be included in the lot rental amount as a separate charge and will not be included in the base rent and shall be passed on to the Lessee(s) on a pro rata basis. Community Owner reserves the right to change and charge for any of these services as specified in the Prospectus and in accordance with the provisions of Chapter 723, Florida Statutes.

11. Lessee hereby acknowledges he or she has read, understands, and agrees to the provisions of the foregoing Lease.

Each of the Rules and Regulations of Colonial Colony South are specifically incorporated into this Lease Agreement by reference. Lessee hereby acknowledges that prior to executing this Lease Agreement he or she has had a reasonable opportunity to read and review this Lot Lease Agreement including Colonial Colony South Rules and Regulations, and by signing this Lease Agreement he or she binds himself or herself and the other persons listed herein to fully abide by this Lease Agreement and said Rules and Regulations.

WITNESSES:

COLONIAL COLONY SOUTH

By _____

LEASE ACCEPTED:

LESSEE

LESSEE

LESSEE

LESSEE

WITNESSES:

LEASE REJECTED

LESSEE

LESSEE

STORAGE AREA USER FEE AGREEMENT

1. Colonial Colony, Inc. ("Community Owner") hereby grants _____ ("Resident") the non-exclusive right of access to and use of the storage facility located at Colonial Colony South Mobile Home Community ("the Community") for the purpose of storing the items listed below for the period beginning on _____, 20_____, and ending on _____, 20_____, (hereinafter "the Contract Term"). By his (their) signature below, Resident(s) indicate acceptance of the terms for storage as set forth herein.

2. Storage Fee:

- a. Boat Storage at \$_____ per month.
- b. RV Storage at \$_____ per month.
- c. Automobile/Machinery Storage at \$_____ per month.
- d. Other (_____) at \$_____ per month.

3. Fee Due on Signing Storage Fee Agreement \$_____

In all cases, the storage fee (rent) for the contract term is to be paid as follows: _____

Additionally, Resident will be billed for the above-described service(s) along with the monthly billing for lot rental amount, and payment is due at the same time as is the monthly lot rental amount.

4. In consideration for the rent paid, Community Owner gives the Resident the right to store his or her personal property in the Community's storage area, subject to all of the rules and regulations concerning the storage area, which rules are attached hereto. For purposes of this Agreement, "personal property" includes recreational vehicles, trailers, boats, cars, trucks, and motorcycles (admitted to Community only upon written permission of Community Owner as described in the Community's Guidelines for Community Living), lawn furniture, and similar large items which cannot be stored inside the mobile home. The personal property to be stored under this agreement is identified as follows:

5. This Agreement shall automatically renew unless prior written notice of termination herein is given by either party within 30 days of the end of the current contract year, and thus Resident agrees that if he or she does not remove the personal property from the storage area at the end of the Contract Term, Community Owner may properly invoice Resident for storage for an additional successive period equal to the Contract Term with the rent payable thereunder at the prevailing rental rate at the time, which rate may be higher than the rate charged in this storage agreement.

6. The personalty shall be stored at the specific space designated therefor by Community Owner.

7. If space is available, guests may park their personal motor vehicles in the storage area for a period not to exceed 24 hours. After 24 hours, a fee of \$_____ per day will be charged.

8. Community Owner reserves the right to cancel this agreement upon ten days written notice to Resident and to refund a pro-rated portion of the rent paid if the attached rules are not followed by Resident.

9. Community Owner shall provide at least 30 days written notice prior to the implementation of any increase in the amount of the any of the fees specified in this Agreement. Increases in the amount of the fees or charges for any of these services shall be implemented, in the sole discretion of Community Owner, based on the prevailing market.

10. This Agreement is binding on any successor to Resident including Resident's heirs, assigns or purchasers of Resident's mobile home. Nonetheless, such a successor may terminate this Agreement upon full payment for storage services rendered as of the date of written notice of termination being provided to Community Management.

11. This is not an exclusive right of use or access. Community Owner may have unlimited access to its storage facilities for all purposes and may allow similar rights of access and storage to such other persons as it may see fit. The right of access and storage granted herein is granted to Resident personally and Resident shall have no right to store or permit storage of property of another, or to permit, empower or designate any other person whomever to enter in his stead or to accompany him without Community Owner's express consent in writing, and such entry or storage shall constitute a trespass.

12. In consideration of Community Owner's grant of the non-exclusive use of the storage area, Resident hereby agrees to hold Community Owner, its officers, directors, partners, agents and employees, harmless from, and hereby releases any claim he or she may have against the Community Owner, as the result of any damage (including without limitation, theft, vandalism, malicious mischief, fire, hail or windstorm damage) to Resident's property arising from or occurring while the property is stored in or at the Community pursuant to this Agreement, regardless of whether such loss or damage may have been caused or contributed to in full or in part by any act, error or omission of Community Owner or Community Owner's officer, directors, partners, agents, or employees. Resident further agrees to maintain property and liability insurance on all property stored at the Community pursuant to this Agreement and to be liable for any damages caused to Resident's property stored in the Storage Area, and as to any other property stored in the Storage Area damaged by Resident.

13. If at any time during the term of this Agreement, either Community Owner or Resident institutes any action or proceeding against the other relating to the provisions of this Agreement, or any default hereunder, then and in that event, the prevailing party in such action or proceeding shall be entitled to recover from the other party its reasonable costs of litigation including reasonable attorney fees.

14. Community Owner reserves the right to remove Resident's property stored in the Community Storage Area for non-payment of the rent, or to treat Resident's stored property as abandoned property pursuant to Chapter 715, Florida Statutes. If the stored property is removed from the Community, Resident is responsible for any and all rent and fees associated with the storage and removal of the stored property.

15. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior and contemporaneous agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. This Agreement shall be governed by the laws of the State of Florida and cannot be modified or altered except by a written agreement signed by the parties hereto. In any dispute arising under this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. In connection with this Agreement, Resident shall indemnify, defend and hold harmless Community Owner and Community Management from and against any and all claims, actions, damages, liability or expenses (including, but not limited to, attorney's fees), whether for injuries to persons or loss of life, or damage to property, occasioned by any act or omission of Resident or Resident's guests and invitees, excepting, however, all such claims, actions, damages, liability or expenses, whether for injuries to persons or loss of life, or damage to property, caused by the gross negligence or willful conduct or omission of Community Management.

Signature of Resident

Date

STORAGE AREA RULES

1. Name, address, and telephone number must be displayed on all items kept in the storage area.
2. Please keep storage area clean.
3. Community Owner is not responsible for vandalism, theft or loss to Resident's property stored in the Storage Area.
4. Resident is fully responsible for his or her own personal property in the Storage Facility. If Resident desires insurance protection for his property in the Storage Area, Resident must obtain such insurance at his own expense.
5. All personal property is stored at Resident's risk.
6. No major repairs are to be done in the Storage Area.
7. All RV's in the Storage Area must have current registration.
8. No objects may be stored under or around the item approved for storage.
9. All tires must be properly inflated.
10. All stored items must be insured and validly licensed.
11. Should a Resident neglect to properly maintain property stored in the storage area, that property must be removed within seven (7) days from notification by the Community Manager. If not removed, the Manager reserves the right to have it removed at the Resident's expense.

Signature of Resident

Date

DATE PROSPECTUS DETERMINED ADEQUATE

November 2, 1989

REVISION DATE (if applicable)

March 18, 2019

IDENTIFICATION NUMBER ASSIGNED BY DIVISION

PRMZ000260-PA

MOBILE HOME LOT TO WHICH PROSPECTUS APPLIES
