

Tristan Davis

From: Tristan Davis on behalf of Records Clerk
Sent: Tuesday, July 14, 2026 12:32 PM
To: Debbie Destro
Cc: Consumer Contact
Subject: RE: Docket20250122-WS Buttonwood Bay PA 1

Good Afternoon,

We will be placing your comments below in consumer correspondence in Docket No. 20250122, and forwarding them to the Office of Consumer Assistance.

Thank you!

Tristan Davis

Commission Deputy Clerk I
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399
Phone: (850) 413-6121

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from state officials regarding state business are considered to be public records and will be made available to the public and the media upon request. Therefore, your email message may be subject to public disclosure.

From: Debbie Destro <debbiedestro@gmail.com>
Sent: Tuesday, July 14, 2026 12:19 PM
To: Records Clerk <CLERK@PSC.STATE.FL.US>
Subject: Docket20250122-WS Buttonwood Bay PA 1

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Attached is the Buttonwood Bay Mobile Home Park Prospectus 1. Due to size, this is in 2 parts. Please add this to the document list for Docket 20250122-WS.

Thank you

Debbie Destro
330-808-5011
421 Buttonwood Dr.
Sebring, FL 33875

“PA” PROSPECTUS
FOR
BUTTONWOOD BAY MOBILE HOME PARK

(Division File Number PRMZ001166-PA)

Original Prospectus Approval Date: September 30, 1986

Latest Revision Date: October 6, 2010

Integrated Approved Copy Assembled
November 4, 2011

PROSPECTUS
FOR
BUTTONWOOD BAY MOBILE HOME PARK

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.

PROSPECTUS FOR
BUTTONWOOD BAY MOBILE HOME PARK
INDEX OF CONTENTS AND EXHIBITS

	<u>Page Number</u>
I. Park Name and Address	1
II. Notices and Demands	1
III. Description of the Park Property	1
IV. Description of Recreational and Other Common Facilities	5
V. Park Management	9
VI. Mobile Home Owners Improvements Required	10
VII. Utilities and Services	11
VIII. Increases in Rent and Other Charges	13
IX. User Fees	19
X. Park Rules and Regulations	19
XI. Park Zoning	19
XII. Exhibits	21
Exhibit A - Rules and Regulations	
Exhibit B - Layout of the Park	
Exhibit C - Covenants and Restrictions	
Exhibit D - Rental Agreement	
Exhibit E - Ground Lease	

Exhibit F - User Fee Agreements

PROSPECTUS FOR BUTTONWOOD BAY MOBILE HOME PARK

I. NAME AND ADDRESS OF PARK

Buttonwood Bay Mobile Home Park
10001 U.S. 27 South
Sebring, Florida 33876

II. RECEIPT OF NOTICES AND DEMANDS

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

Gary Shiffman, President
Sun Communities, Inc.
27777 Franklin Road, Suite 200
Southfield, MI 48034

III. PARK PROPERTY DESCRIPTION

A. Lot Number and Sizes

The Buttonwood Bay Mobile Home Park is comprised of lots in 24 (blocks):

BLOCK 1: LOTS 1-7, 9-30; APPROXIMATE SIZES: Lots 2-7, 9-20 are approx. 100' x 53'; Lot 1 is a corner lot approx. 65' x 100' with a radius of 25'; Lot 21 is approx. 100' x 121' x 140' with an arc length of 34'; Lot 22 is approx. 140' x 48' x 120' x 122' with an arc length of 34'; Lot 23 is approx. 207' x 60' x 147' x 83'; Lot 24 is approx. 147' x 146' x 203'; Lot 25 is approx. 122' x 86' x 30' x 121' with an arc length of 32'; Lot 26 is approx. 121' x 111' x 126' with an arc length of 32'; Lot 27 is approx. 126' x 96' x 111' with an arc length of 32'; Lot 28 is approx. 61' x 53' x 108' with an arc length of 44' and a radius of 40'; Lot 29 is approx. 108' x 59' x 83' x 33' with a radius of 40'; Lot 29 is approx. 108' x 59' x 83' x 33' with a radius of 25'; Lot 30 is approx. 112' x 50' x 116' x 5' with an arc length of 45'.

BLOCK 2: LOTS 1-22, 24, 26-32; APPROXIMATE SIZES: Lots 2-15, 18-22, 24, 26-31 are approx. 53' x 100'; Lot 1 is a corner lot approx. 100' x 65' x 74' x 39' with a radius of 25'; Lot 16 is a corner lot approx. 75' x 73' x 100' x 48' with a radius of 25'; Lot 17 is a corner lot approx. 39' x 100' x 73' x 16' with an arc length of 65' and a radius of 25'; Lot 32 is a corner lot approx. 40' x 100' 65' x 75' with a radius of 25'.

BLOCK 3: LOTS 1-19, 21-27; APPROXIMATE SIZES: Lots 2-13, 16-19, 21-26 are approx. 53' x 100'; Lot 1 is a corner lot approx. 100' x 65' x 74' x 39' with a radius of 25'; Lot 14 is a corner lot approx. 58' x 100' x 56' with an arc length of 69' and a radius of 25'; Lot 13 is a corner lot 68' x 100' x 111' with an arc length of 79' and a radius of 25'.

BLOCK 4: LOTS 1-18, 20-21; APPROXIMATE SIZES: Lot 2-11, 14-18, 20-21 are approx. 53' x 100'; Lot 1 is a corner lot approx. 100' x 65' x 74' x 39' with a radius of 25'; Lot 12 is a corner lot approx. 58' x 100' x 56' with an arc length of 69' and a radius of 25'; Lot 13 is a corner lot 68' x 100' x 111' with an arc length of 79' and a radius of 25'.

BLOCK 5: LOTS 1-11; APPROXIMATE SIZES: Lots 2-10 are approx. 53' x 100'; Lot 1 is a corner lot approx. 100' x 65' x 74' x 39' with a radius of 25'; Lot 11 is a corner lot approx. 74' x 80' x 100' x 60' with a radius of 25'.

BLOCK 6: LOTS 1-17; APPROXIMATE SIZES: Lot 1 is a corner lot approx. 74' x 65' x 100' x 38' with a radius of 25'; Lots 2-9 are approx. 100' x 53'; Lot 10 is approx. 100' x 123' x 103' x 105'; Lot 11 is approx. 103' x 125' x 53' x 138' x 38'; Lot 12 is approx. 138' x 139' x 90' x 38'; Lot 13 is approx. 100' x 139' x 16' x 155' x 38'; Lot 14 is approx. 155' x 141' x 110' x 38'; Lot 15 is approx. 110' x 120' x 115' x 38'; Lot 16 is approx. 115' x 25' x 100' x 60' with a radius of 40'; Lot 17 is approx. 100' x 59'.

BLOCK 7: LOTS 1-8; APPROXIMATE SIZES: Lots 1, 4, 5, 8 are corner lots approx. 75' x 65' x 100' x 40' with a radius of 25'; Lots 2-3 and Lots 6-7 are approx. 100' x 53'.

BLOCK 8: LOTS 1-8; APPROXIMATE SIZES: Lots 1, 4, 5, and 8 are corner lots approx. 75' x 65' x 100' x 40' with a radius of 25'; Lots 2-3 and 6-7 are approx. 100' x 53'.

BLOCK 9: LOTS 1-15; APPROXIMATE SIZES: Lot 1 is a corner lot approx. 75' x 65' x 100' x 38' with a radius of 25'; Lots 2-15 are approx. 100' x 52'.

BLOCK 10: LOTS 1-8; APPROXIMATE SIZES: Lots 1, 4, 5, 8 are corner lots approx. 75' x 65' x 100' x 38' with a radius of 25'; Lots 2-3, and 6-7 are approx. 100' x 53'.

BLOCK 11: LOTS 1-4; APPROXIMATE SIZES: Lots 1 and 4 are corner lots approx. 75' x 65' x 100' x 38' WITH A RADIUS OF 25'; Lots 2-3 are approx. 100' x 53'.

BLOCK 12: LOTS 1-11; APPROXIMATE SIZE: Lots 2-10 are approx. 85' x 53'. Lots 1 and 11 are corner lots, approx. 85' x 101' with a radius of 25' and 60.00' respectively.

BLOCK 13: LOTS 1-4; APPROXIMATE SIZES: Lot 1 and 4 are corner lots approx. 60' x 65' x 45' with a radius of 25'; Lots 2 and 3 are approx. 85' x 63'.

BLOCK 14: LOTS 1 – 21; APPROXIMATE SIZES: Lot 1 is a corner lot approx. 60' x 65' x 85' x 40' with a radius of 25'; Lots 2 – 4 are approx. 85' x 53'; Lots 5 through 11 vary in size due to adjacent nature trail and drainage area; Lot 5 is approx. 85' x 57' x 86' x 51'; Lot 6 is approx. 86' x 77' x 110' x 35'; Lot 7 is approx. 110' x 98' x 18' x 160' x 35'; Lot 8 is approx. 160' x 101' x 110' x 35'; Lot 9 is approx. 110' x 79' x 100' x 48'; Lot 10 is approx. 80' x 53'; Lot 11 is approx. 80' x 53' x 100' x 53'; Lot 12 – 21 are approx. 100' x 53'.

BLOCK 15: LOTS 1 – 22; APPROXIMATE SIZES: Lots 1, 12 and 22 are corner lots approx. 60' x 65' x 85' x 40' with a radius of 25'; Lot 11 is a corner lot approx. 85' x 65' x 23' with a radius of 60'; Lots 2 – 10 and 13 – 21 are approx. 85' x 53'.

BLOCK 16: LOTS 1-22; APPROXIMATE SIZE: Lots 2-21 are approx. 85' x 53'. Lots 1 and 22 are corner lots, and are approx. 85' x 65' with a radius of 25'.

BLOCK 17: LOTS 1-16; APPROXIMATE SIZE: Lots 2-7 and 10-15 are approx. 85' x 53'. Lots 1, 9 and 16 are corner lots and are approx. 86' x 64' with a radius of 25'. Lot 8 is a corner lot and is approx. 85' x 65' with a radius of 60.00'.

BLOCK 18: LOTS 1 – 14; APPROXIMATE SIZES: Lots 1, 7, 8 and 14 are corner lots approx. 60' x 65' x 85' x 40' with a radius of 25'; Lots 2 – 6 and 9 – 13 are approx. 85' x 53'.

BLOCK 19: LOTS 1 – 22; APPROXIMATE SIZES: Lots 1, 11, 12 and 22 are corner lots approx. 60' x 65' x 85' x 40' with a radius of 25'; Lots 2 – 10 and 13 – 21 are approx. 85' x 53'.

BLOCK 20: LOTS 1-22; APPROXIMATE SIZE: Lots 2-10 and 13-21 are approx. 85' x 53'. Lots 1, 11, 12 and 22 are corner lots, and are approx. 85' x 65' with a radius of 25'.

BLOCK 21: LOTS 1-22; APPROXIMATE SIZE: Lots 2-10 and 13-21 approx. 85' x 53'. Lots 1, 11 and 22 are corner lots and are approx. 85' x 65' with a radius of 25'. Lot 12 is a corner lot and approx. 85' x 65' with a radius of 60.00'.

BLOCK 22: LOTS 1 – 22; APPROXIMATE SIZES: Lots 1, 11, 12, and 22 are corner lots approx. 60' x 65' x 85' x 40' with a radius of 25'; Lots 2 – 10 and 13 – 21 are approx. 85' x 53'.

BLOCK 23: LOTS 1 – 11; APPROXIMATE SIZES: Lots 1 and 11 are corner lots approx. 85' x 65' with a radius of 25'; Lots 2 – 10 are approx. 85' x 53'.

BLOCK 24: LOTS 1-20; APPROXIMATE SIZE: Lots 2-10 are approx. 85' x 53'. Lot 1 is a corner lot and is approx. 85' x 65' with a radius of 25'. Lots 11-20 vary in size due to the adjacent recreational area and Jackson Creek. Lot 11 is approx. 85' x 102' x 113' x 49'. Lot 12 is approx. 113' x 115' x 174' x 38'. Lot 13 is approx. 174' x 23' x 136' x 120' x 38'. Lot 14 is approx. 120' x 62' x 113' x 40'. Lot 15 is approx. 113' x 53' x 112' x 52'. Lot 16 is approx. 112' x 52' x 114' x 53'. Lot

17 is approx. 114' x 52' x 116' x 53'. Lot 18 is approx. 116' x 52' x 119' x 53'. Lot 19 is approx. 119' x 52' x 121' x 53'. Lot 20 is approx. 121' x 52' x 123' x 53'.

B. Set-back and minimum separation distance requirements

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

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

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

Fire Safety Separation Requirements:

6.2.1.1. No portion of a manufactured home, excluding the tongue, shall be located closer than 3 m (10 ft) side to side, 2.4 m (8 ft) end to side, or 1.8 m (6 ft) end to end horizontally from any other Manufactured Home or Community building unless the exposed composite walls and roof of either structure are without openings and constructed of materials that will provide a 1-hour fire resistance rating or the structures are separated by a 1-hour fire-rated barrier.

Accessory Building or Structure Fire Safety Requirements:

6.4.1.1. Accessory buildings or structures shall be permitted to be located immediately adjacent to a site line when constructed entirely of materials that do not support combustion and provided that such buildings or structures are not less than 0.9 m (3 ft) from an accessory building or structure on an adjacent site.

6.4.1.2. An accessory building or structure constructed of combustible materials shall be located no closer than 1.5 m (5 ft) from the site line of an adjoining site.

In addition to the requirements of the State Fire Marshal, the County of Highlands, Florida, has enacted certain zoning regulations controlling the setback and separation of mobile homes within the Park. The following setback and separation distances apply in the Park.

No portion of a manufactured home including its carport or screen room shall be located closer than (10) feet side to side, fifteen (15) feet end to end horizontally, or (10) feet end to side from any other home or community building.

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 set back 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 Park 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 set back and separation requirements applicable to the Park on the delivery date of this Prospectus, and that any one or more of such requirements may be subsequently modified or repealed. No continuing obligation is undertaken by the Park Owner to advise any Park resident or tenant of any subsequent modification, future adoption of additional requirements by any governmental body, or future repeal of these provisions. The requirements stated above may not be applicable to the Park, in whole or in part, due to the placement of homes in the Park 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 Park from the appropriate permitting authority.

C. Shared facilities

1. Buttonwood Bay has a clubhouse, swimming pool, a shuffleboard center, a two hundred (200) foot fishing pier located on thirteen hundred (1300) acre Lake Josephine, a boat launch ramp, two (2) comfort stations and a water front picnic grounds of approximately thirteen (13) acres in size. It also has its own Post Office building, maintenance building and combination welcome center and office building. In addition, within the mobile home rental park there has been set aside another tract of land for recreational purposes approximately one hundred seventy (170) feet by two hundred (200) feet.

2. Buttonwood Bay is comprised of two sections. It currently has four hundred twenty-six (426) mobile home lots in one section. The other section is a recreation vehicle (RV) park which has five hundred and thirty-three (533) spaces. A total of nine hundred and fifty-nine (959) units will be using the shared facilities of the Park, as described above.

IV. RECREATIONAL AND COMMON FACILITIES

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

A. BUILDINGS

1. Business Office and Sales Office

Located at 10001 U.S. 27 South, Sebring, Florida. This building has approximately one thousand (1,000) square feet and is divided into four (4) rooms equal in size. It has a restroom which is equipped for handicapped persons and generally used for office functions for staff. It has a useful capacity of approximately twenty-five (25) persons.

2. Recreation Hall

The recreation hall is at the southern end of the development at the corner of Stingray Lane and Kingfish Drive. It has a total of nine thousand (9,000) square feet and the capacity for four hundred (400) persons. It has two (2) large restrooms equipped for handicapped persons and also has one (1) kitchen approximately sixteen (16) feet by forty (40) feet, fully equipped for community functions. The recreation hall has one (1) meeting room of approximately seventy five hundred (7,500) square feet equipped with a stage, piano, organ, sound equipment, tables and chairs, pool tables, ping pong tables, library shelves and other game equipment. This building is used during the day as a recreation room and meeting room for participation in various classes and functions by the residents, and in the evening for scheduled functions such as pot-luck suppers, dances, etc.

3. Community Center

The community center is located at 345 Redwood Drive. It has a total of 4500 square and a room capacity of 100 persons. The community center is comprised of one large room, a small adjacent kitchen and a small activity room and exterior restrooms. A covered breezeway connects to an additional activity room which has a room capacity of 45 persons. Both contain card tables, chairs, and sound equipment functioning for social card playing and board game activities, summer luncheons, pool parties and coffee/ice cream socials.

4. Two Comfort Stations

One Comfort Station is located at the west end of Blue Marlin Drive and the other at the east end of Kingfish Drive. These comfort stations are approximately twenty-one hundred and sixty (2,160) square feet each. They are complete with individual shower stalls, dressing rooms, vanity tables, wash basins, commodes, urinals, etc. They are for the use of all residents and their guests, including the residents of the Mobile Home Park and their guests, particularly, as they use the picnic ground facilities and the lake for fishing and other water activities.

5. Maintenance -Building

The maintenance building is located at 10015 US 27 S. and Tarpon Lane, and measures approximately one thousand (1,000) square feet. It is used for maintenance and repair by employed personnel.

6. Post office

The Post Office is located at Hammerhead Drive and Stingray Lane, and measures approximately three hundred (300) square feet in size, occupied only by the Postal employees as they service the individual mail boxes installed for our residents. The post office boxes are locked boxes on the outside perimeters of the building and serviced from the inside by Postal Service employees.

7. Laundry and fitness room

The community contains a laundry room and fitness room in a building approximately 36 feet by 68 feet, with a capacity of approximately 35 persons. The fitness room contains various fitness equipment. The laundry room contains washer(s) and dryer(s). This building is located directly south of the park manager's office and is open 7 days a week from 7:00 a.m. until 10:00 p.m..

8. Hobby and Craft Building.

The Hobby and Craft Building is used for woodworking and crafts. It is located at 10013 US 27 S. and Tarpon Lane and measures approximately one thousand four hundred (1,400) square feet.

B. SWIMMING POOLS

Buttonwood Bay has one swimming pool located adjacent to the Recreation Center and another pool located adjacent to the main Community Center.

Recreation Center pool is approximately forty (40) feet long and twenty (20) feet wide, its depth ranges from three (3) feet on the north to six (6) feet on the south. It is surrounded by a deck of approximately 3,174 square feet and has a capacity of 18 persons. The pool is heated by a LP gas heater.

The main Community Center pool is approximately forty-five (45) feet wide x sixty-five (65) feet long, 67,200 gallon pool with an approx. deck area of 7,660 square feet. It is heated with LP gas. The depth range from four (4) feet on each end to six (6) in the middle. It has a load capacity of 68 persons.

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. Shuffleboard Center

The shuffleboard center contains 16 shuffleboard playing areas which are located

immediately west of the clubhouse. The shuffleboard center is lighted for night play.

2. Fishing Pier

Located at the westerly end of Kingfish Drive at the picnic grounds, there is a two hundred (200) foot fishing pier which extends into Lake Josephine.

3. Boat Launch Ramp

There is a concrete boat launch ramp located immediately east of the fishing pier which is available at all times.

4. Lake Front Picnic Area

Extending immediately to the south of the Clubhouse between the Clubhouse and the shores of Lake Josephine and extending westward to the entrance of Jackson Creek into Lake Josephine there has been set aside a tract of land to be used by the residents as a picnic and play ground; in addition, there is also a tract of land approximately fifty (50) feet wide and extending fourteen hundred (1,400) feet northerly along Jackson Creek to be used for walking, jogging, fishing and other leisurely pleasures.

D. PERSONAL PROPERTY

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

Sports equipment: all shuffleboard equipment including pucks, sticks, carriers, scoreboards, benches, etc., all horse shoe pitching equipment and organ and piano for the recreation building and electric automatic bingo machine and other recreation equipment are furnished at no charge. These items are available on a first come first serve basis.

E. DAYS AND HOURS OF OPERATION

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

The business and sales office will be open five (5) days a week from 8:00 a.m. until 5:00 p.m.

Recreation Center--The Recreation Center is open seven (7) days a week from 7:00 a.m. until 10:00 p.m. Any resident wishing to keep the clubhouse beyond the 10:00 p.m. deadline must secure written approval from the Recreation Director or Park Manager.

Swimming Pool--The park pools are open seven (7) days a week from 8:00 a.m. until 30 minutes before sunset.

Shuffleboard Center-- The shuffleboard center is open seven (7) days a week from 8:00 a.m. until 10:30 p.m. Lights are available for night play.

Two Comfort Stations--The stations are available for use twenty-four (24) hours a day, seven (7) days a week.

Post Office--The post office is a mail pick-up center, available for use twenty-four (24) hours a day, seven (7) days a week.

Fishing Pier--The pier is available for use twenty-four (24) hours a day, seven (7) days a week.

Boat Launch Ramp--The boat launch ramp is available for use twenty-four (24) hours a day, seven (7) days a week.

Lake Front Picnic Area--The picnic area is available for use twenty-four (24) hours a day, seven (7) days a week.

In case of emergency, the Park Owner expressly reserves the right to close the facility to park use, without notice. The reasons for the emergency closing will be posted on the affected facility. All reasonable steps will be taken to assure that the facility will be reopened immediately upon termination of the emergency.

The park owner expressly reserves the right to alter the days and hours of operation in accordance with procedures prescribed in the park rules and regulations.

F. FUTURE IMPROVEMENTS

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

V. PARK MANAGEMENT AND MAINTENANCE

The management of Buttonwood Bay is the responsibility of the park manager. The park manager's office is located at 10001 U.S. 27 South, Sebring, Florida and will have posted days and hours of operation. All questions and problems concerning park operations should be directed to the park manager.

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

The residents of Buttonwood Bay Mobile Home Park will have access to the laundromat which is located directly south of the park manager's office. Park residents must pay the normal fees for the use of the laundromat and its equipment.

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

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 or her occupancy in Buttonwood Bay Mobile Home Park, is as follows:

1. Adequate heating and air conditioning equipment
2. A concrete driveway to the street 10' in width and guttering at the street access from the driveway which is to be consistent with the guttering in the park.
3. A carport which is a minimum size of 11' wide by 36' long.
4. An aluminum utility shed which has a minimum size of 90 square feet attached to and made a part of the structure.
5. Concrete or brick steps at each entrance to each home.
6. A fully sodded lawn and shrubbery consistent with the standards of the neighborhood.
7. Brick or stone skirting.

All of the required improvements shall be installed in accordance with the requirements of the park owner and all plans for installation of the Manufactured home and the improvements must be coordinated with and approved by the Park Owner in writing prior to commencement of installation; and no other improvements to the lot or to the exterior of the manufactured home shall be permitted without prior written approval of the Park Owner.

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 this Prospectus, each owner of a mobile home in the Park is responsible for the maintenance and repair of his or her mobile home, mobile home lot, and all improvements thereon (including landscaping).

There were no tenants residing in the park on June 4, 1984. Those tenants residing in the park prior to the delivery date were required to install the permanent improvements described above as disclosed to them prior to their occupancy.

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 Park. However, pursuant to Section 723.011, F.S., a tenant of the Park as of June 4, 1984, may not be required to install permanent improvements.

VII. UTILITIES AND OTHER SERVICES

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

1. Water

Water is provided by Buttonwood Bay Utilities, Inc., which is regulated by the Public Service Commission of the State of Florida. Water is allocated to individual lots and metered on an individual basis. (The utility company will bill the individual owner monthly based on the amount of usage at rates which are set by the Public Service Commission). Responsibility for the water mains in the park from the water plant up to and including the shut off valve providing water to each lot is the responsibility of the utility company. Water lines from the shut off valve to the mobile home is the mobile home owner's responsibility.

However, the Owner reserves the right, upon 90 days prior written notice to the mobile home owner, to cause the mobile home owner to be either separately billed for water services or by an equitable apportionment of the total charges billed to the Park.

2. Sewage Disposal

Sewage disposal service is provided by Buttonwood Bay Utilities, Inc., which is regulated by the Public Service Commission in the State of Florida. The home owner is billed monthly based on the gallonage used as stipulated by the Public Service Commission. Responsibility of the sewer lines within the park are the utility company's responsibility up to the ground connection of the sewer line to the mobile home sewer line. The in ground connection and the lines to and including the

mobile lines are the mobile home owners responsibility. The Park has a central sewage treatment facility.

However, the Owner reserves the right, upon 90 days prior written notice to the mobile home owner, to cause the mobile home owner to be separately billed for sewage either by the installation of individual meters for each mobile home lot in the park at the expense of the mobile home owners, or by an equitable apportionment of the total sewer charges billed to the park.

3. Waste Disposal

Waste disposal Service (garbage and trash collection) is provided by Buttonwood Bay and is included in the base rent. The provision of adequate containers and the delivery of the containers to the appropriate location for pick up is the mobile home owner's responsibility.

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

4. Cable T.V.

Cable vision is provided by Comcast Cable, and it is entirely the mobile home owner's responsibility.

5. Storm Drainage

Storm drains are provided and maintained by Buttonwood Bay. Cost for this service is included in the base rent.

6. Electricity

Electric power is provided by Glades Electric Company. (The utility company will bill the individual owner monthly based on the amount of usage at rates which are set by the Public Service Commission). Glades Electric Company is responsible for the electric lines to the meter, including the meter. Buttonwood Bay is responsible for the electric meter pedestal and the main breaker. Electrical lines to the mobile home or any other connection outside the mobile home including the utility shed connections and outside receptacles are the mobile home owners responsibility.

7. Telephone service is provided and billed directly to each Home Owner by various vendors and is the choice of the Home Owner. The Community Owner has no responsibility for providing telephone service to the home owner. Each home owner is responsible for the payment of all fees and charges associated with provision of such service to his lot. The home owners' charge for this service is not included in the lot rental amount. The Community Owner assumes no maintenance or repair obligations with regard to such services, lines or equipment. All junction boxes, terminals, buried cables, etc., must meet with the Community Owner's prior written approval.

8. Changes to Utilities and Other Services. The description of the utilities and other services set forth above reflects the manner in which such services are provided and charged, and the parties responsible for the maintenance of the facilities necessary to provide such services, as of the Filing Date. The Owner reserves the right, upon 90 days prior written notice to the mobile home owner, to discontinue the provision or maintenance of any utility or other service described above that is presently provided and/or maintained by the Park, 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 Park may be billed separately for utilities or services that are billed to the Park as of the Filing Date and/or may become responsible for the maintenance of utility facilities that are the responsibility of the Park as of the filing date.

VIII. INCREASES IN RENT AND OTHER CHARGES

Lot Rental Amount

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

A. Base Rent--

The base rent for your 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. Application Fee--\$ _____. This fee will be charged by the park owner, as allowed by law, for certain costs incurred, including credit checks, by the Park Owner in qualifying a prospective tenant of the park. This fee may not be collected until the Park Owner has determined either administratively or judicially that this fee is not an entrance fee as prohibited by Section 723.041, Florida Statutes.

2. Late Charge--\$ _____, if the lot rental amount is not paid by the 5th of the month,

and \$ _____ for each additional day the lot rental amount is past due.

3. Returned Check Charge--\$ _____.

4. Guest Fee--\$ _____ per month per person. This fee will be assessed only if your guest's visit exceeds thirty (30) total days per year.

5. Lawn Maintenance--\$ _____ per month. This fee will be assessed in accordance with and as described in the Rules and Regulations attached hereto.

C. Government and Utility Charges--

The mobile home owner will be responsible for payment of government and utility charges charged to the park owner by state or local government or utility companies including "pass through charges." Certain government and utility charges may be assessed more often than annually. The costs charged to the park owner 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 park. The park owner reserves the right to recoup those costs in the form of future lot rental amount increases. Pass through charges include 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 homeowner'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 servicing the recreational and common areas and all affected developed lots in the community.

D. Assessments--

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

E. Generally

The costs of all other services required by the resident are solely the 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 of those charges may be increased as described in this Prospectus.

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

Increases in the Lot Rental Amount

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

1. Definitions. As used in this Section VIII:
 - a. "Lot rental amount" means all financial obligations, except user fees, which are required as a condition of the tenancy.
 - b. "Special use 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 and entrance fees.
 - c. "Government and Utility Charges" mean 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 any state or local government or utility company.
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.
 - a. 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 - ("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 certain government and utility

charges, and except for initial tenancies which commence after the beginning of the rental term, the lot rental amount will not be increased more frequently than annually.

b. Factors Affecting Increases. 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, however, pursuant to Section 723.011, F.S., a tenant of the Park as of June 4, 1984, may not be required to install permanent 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 Park. All present and future operating expenses and other charges of every kind and nature may be taken into account in determining the total costs, and such expenses and charges may include, but not necessarily be limited to:

- (a) The costs of all insurance carried by owner with respect to the Park;
- (b) The cost of general repairs, maintenance and replacement;
- (c) The cost of janitorial, security, cleaning, window washing and pest control;
- (d) The cost of redecorating, renovating and landscaping the common facilities or areas in the park, and of stripping, patching and repairing any roadways, vehicular parking areas or storage areas in the park;
- (e) The costs of obtaining utility services, including water, sewer, electricity, gas and waste disposal;
- (f) The cost of providing heating, ventilating, sewage and waste disposal, air-conditioning, and any other service attributable to the operation of any recreational building or other common area or facility in the park;
- (g) Reasonable salaries and other remuneration and compensation paid to persons or firms engaged in operating, managing, repairing, maintaining or administering the park;

(h) Reasonable management fees paid in connection with the operation and management of the park, including any such fees paid to owner or any affiliate of owner;

(i) The cost of the capital improvements or major repairs made in or for the benefit of the Park, and for the funding of any reserves for capital improvements or repairs. *H o w e v e r*, pursuant to Section 723.011, F.S., a tenant of the Park as of June 4, 1984, may not be required to install 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.

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

11. Prevailing Economic Conditions--Refers to those factors which bear on the economic viability of a real estate investment and which would be considered by a prudent businessman in establishing the lot rental amount and user fees or any increase in the amount thereof. These factors may include:

a. The costs attendant to the replacement of this Park in the economic environment existing at the time of any lot rental amount increase, including land acquisition costs, construction costs, and losses associated with the operation of a 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;

b. The level of interest rates and other financing charges associated with construction, interim and permanent financing;

c. The availability of alternative forms of real estate investments which, absent the lot rental amount increase in question, might reasonably be expected to yield a greater return on investment capital;

d. 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;

e. 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 Park from time to time, less existing mortgage indebtedness;

f. Other economic factors which might reasonably be expected to affect either the value of the Park, the rate of return available to the Owner of the Park at the existing level of rent, the present value of the real estate investment in the then current economic conditions, and which would be taken into consideration by a prudent businessman in considering the amount of lot rental amount increase required in the Park in order to realize a rate of return similar to other at risk real estate ventures from the then current value of the Park.

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 park, including all costs of litigation.

13. Government and Utility Charges -- The mobile home owner will be responsible for payment of government and utility charges charged to the park owner by state or local government or utility companies. Charges by state or local government or utility company will only be used as a factor for future lot rental amount increases to the extent those charges are not charged more frequently than annually.

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 Park. Factors affecting increases in the lot rental amount are described in Section VIII of this prospectus. However, pursuant to Section 723.011, F.S., a tenant of the Park as of June 4, 1984, may not be required to install permanent improvements.

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

This prospectus and the information stated above concerning rent increases was developed in compliance with the requirements of Chapter 723, Florida Statutes, The Florida Mobile Home Act. Changes may be made to this law by the Legislature or as a result of decisions rendered by courts of law. Amendments may be made to this prospectus by the park owner to conform with those changes in Chapter 723 or the rules promulgated thereunder, and may include amendments to Section VIII, Increases in Lot Rental. The prospective or renewing tenant should take this into consideration.

Additional Considerations

The park 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 park.

The sections above are intended only to provide the Park 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 amounts.

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

Tenants assuming the remaining portion of a rental agreement as prescribed by Section 723.059(3), F.S., are hereby notified that upon the expiration of the assumed rental agreement, the Park Owner expressly reserves the right to increase lot rental amount in an amount deemed appropriate by the Park Owner. The increase will be imposed in the manner disclosed in the Prospectus delivered to the initial recipient. The increase must be disclosed and agreed to by the purchaser in writing prior to occupancy.

IX. USER FEES

The homeowner is responsible for the payment of user fees if the homeowner agrees to the provision of services for such fees by the Park 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 Park Owner to the mobile home owner under a separate written agreement between the mobile home owner and the person furnishing the optional service or services.

No user fees are currently charged by the park.

X. PARK RULES AND REGULATIONS

A. Current Park Rules or Regulations

The current Park Rules and Regulations governing mobile home owners' behavior, guest procedures, time for using recreational and other facilities and any other rules, is attached as Exhibit A.

B. Changes in Rules and Regulations

The Park Owner shall give written notice to the 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 park operates, the permitted uses

under such zoning classification and the name of the zoning authority which has jurisdiction over the land comprising the Park, is as follows:

The present zoning of the Buttonwood Bay Mobile Home Rental Park is M-2. The zoning authority which has jurisdiction over the land comprising the Buttonwood Bay Mobile Home Rental Park is the County of Highlands, State of Florida. (The permitted uses allowed under the classification are Mobile Home Rental Parks; no commercial or industrial uses are allowed).

There are no definite future plans for changes in the use of the land comprising the mobile home park.

DATE PROSPECTUS DETERMINED ADEQUATE

September 30, 1986

IDENTIFICATION NUMBER ASSIGNED BY DIVISION

PRMZ001166-PA

MOBILE HOME LOT TO WHICH PROSPECTUS APPLIES
