

Tristan Davis

From: Tristan Davis on behalf of Records Clerk
Sent: Tuesday, July 14, 2026 12:35 PM
To: Debbie Destro
Cc: Consumer Contact
Subject: RE: Docket 20250122-WS Buttonwood Bay Exhibits to PA

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 12:26 PM
To: Records Clerk <CLERK@PSC.STATE.FL.US>
Subject: Docket 20250122-WS Buttonwood Bay Exhibits to PA

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 Exhibits to Prospectus. 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

EXHIBIT "A"

PARK RULES AND REGULATIONS

BUTTONWOOD BAY MOBILE HOME PARK

RULES AND REGULATIONS

These Rules and Regulations made by Sun Communities, Inc., d/b/a Buttonwood Bay Mobile Home Park, hereinafter referred to as "Owner", authorized to do business in the State of Florida as recorded in O. R. Book 1459, at page 913 of the Public Records of Highlands County, Florida and Community resident, hereinafter referred to as "Resident".

WITNESSETH:

WHEREAS, Owner is the owner of certain real property in Highlands County, Florida, and is desirous of subjecting such real property to the covenants, conditions and restrictions hereinafter set forth, each and all of which are for the benefit of such property and each present and future Resident and shall apply to and bind every present and future Resident of said property and their heirs, successors and assigns.

THEREFORE, Owner hereby declares that Buttonwood Bay Mobile Home Park shall be used and occupied subject to the covenants, conditions and restrictions hereinafter set forth:

ARTICLE I

Any person applying for admittance as a Resident of the Community must fill out an application for residency and be interviewed by Community Management. All prospective residents must be approved by Community Management and must sign a lease agreement prior to taking possession of a manufactured home currently in the Community or moving a manufactured home into the Community. Management has the right to reject a prospective Resident for any reason not prohibited by law. Approval of a purchaser of a home within the park may not be unreasonably withheld. Management will not approve a prospective Resident who provides false or misleading statements, whether orally or in writing, within the rental application or in any statement or document offered in support of a request for residency approval. Each occupant of the home must be approved for residency by the Community Manager. No one other than those executing the lease agreement shall be allowed to own or to reside upon the lot set forth in the lease agreement without prior written consent from the Community Manager.

Written approval of the Community Manager is required as to any change in the name or number of persons in the manufactured home. The purchase of a resident's home by those who have not executed the lease agreement or obtained written consent from Community Management shall not constitute permission or right for the purchaser(s) to reside within the Community. An Application for Residency, a background check and/or a "consumer reports" credit and criminal check must be completed and approved, a Prospectus delivered, a copy of the Rules and Regulations, and a Rental Agreement signed, prior to: (i) arrival of the Resident's manufactured home in the Community; or (ii) the transfer of title when the home is already in the Community or. The Community Manager reserves the right to refuse to accept further rent

and terminate the Rental Agreement of anyone who, after proper notices pursuant to Section 723.061, Florida Statutes, fails to comply with these rules.

This Community is intended, operated and maintained for the occupancy, use and benefit of persons 55 years of age or older. As such, this Community adheres to and enforces the requirements of the "Housing for Older Persons Act" of 1995. Consequently, at least 80% of the occupied homes must be occupied by at least one person who is 55 years of age or older as of the date of occupancy and any other occupant must be 35 years of age or older (except spouses and permanent full-time care givers whose presence is required by a licensed physician). Occupancy of any person for more than 30 days shall constitute "permanent" occupancy by that person. In the event the oldest resident or occupant of a manufactured home dies or vacates the manufactured home, the remaining resident(s) or occupant(s) may continue as a resident(s) or occupant of the Community and of the manufactured home as long as at least 80 percent of the occupied homes in the Community, including that occupied by the remaining resident(s), are occupied by at least one person 55 years of age or older. Notwithstanding this express policy and intent to the contrary, Community Management reserves the right in its sole discretion to accept a resident who is less than 55 years of age but 35 years of age or older, as long as at least 80% of the occupied homes in the Community, including that of the new resident, are occupied by at least one person 55 years of age or older. Community Management further reserves the right to accept a resident or occupant younger than these requirements who is handicapped dependent and a member of the resident's or occupant's immediate family.

At the time of application for initial occupancy or upon request of Community Management, a prospective resident shall, for purposes of age verification, produce for inspection and copying one of the following: driver's license; birth certificate, passport; immigration card; military identification; or other valid local, state, national or international document of comparable reliability containing the prospective resident's birth date; or a certification in a lease, rental agreement, application, affidavit or other document signed by any member of the prospective resident's household age eighteen or older asserting that at least one person in the home is 55 years of age or older.

ARTICLE II

VISITORS AND GUESTS

All Visitors must be registered. All residents are allowed 30 free guest days. Rates are based on one or two person occupancy. Extra person charges will apply after 30 days, per person. These rates are available at the office. Space is limited during community sponsored activities. Two registered adult guests and children under 18 will be allowed to attend with the resident, however, additional charges for guests attending community sponsored events may apply.

Guests under age 18 are permitted for 30 days. Any guest under age 18 staying over 30 days must have written Management approval. Homeowners must be present and accompany guests under age 18 whenever they use any Resort facility. Homeowners are responsible for all actions of their guests. This privilege may be cancelled if abused. Extra person charges are due for all children over the age of 5. Unregistered guests and visitors may be asked to leave the community.

ARTICLE III

MAINTENANCE OBLIGATION

Section 1. **Lawn Maintenance.** Residents' lawns need to be mowed, trimmed and edged along walkways, driveway and street and flowerbeds weeded before they become unsightly. Generally, this means mowing when lawn reaches approximately three inches (3") in height. The object is to keep Residents' lawns and the Community looking neat. During the summer months, which are Florida's rainy season, lawns normally need to be mowed about every seven (7) days. When Resident leaves the Community for more than a one (1) week period, Resident must make arrangements for someone to mow the lawn during Resident's absence. If Resident's lawn is not maintained, Owner will do the mowing or have it done by an outside contractor and charge Resident for the service. It is necessary to control the weeds in your lawn or they will take over and destroy your lawn. Your automatic irrigation system must be set to comply with state and local irrigation restrictions. Over-watering is the main cause of weed problems.

Section 2. **Limitations of Maintenance.** Maintenance of trees, hedges and shrubs will not be provided by Owner. It shall be the responsibility of each Resident to keep and maintain all trees, shrubs or other vegetation upon his lot in a neatly trimmed manner. Trees may only be trimmed or removed with written permission from Owner and for each tree removed with written permission from Owner, one tree must be replanted, which has the capacity to grow to the size of the removed tree.

Section 3. **Property Conditions.** No derelict vehicles, unsightly equipment or materials, nor any trash, rubbish, refuse or garbage shall be placed or allowed to accumulate upon any portion of the property. In the event of any violation of this section, Owner shall be authorized to remove the objectionable materials or otherwise correct the violation and to assess the Resident for the actual costs of the services performed.

Section 4. **Cleanliness of Home Exterior.** Our Florida climate dictates the exterior of each home be washed as needed at least once and probably twice each year to remove both dirt and mildew. Power washing can be done by contractors at reasonable rates. If home exterior is dirty, Owner will notify Resident by mail to wash exterior of his home.

Section 5. **Exterior Painting, Repainting or Residing.** The exterior of the home must be maintained so as to exhibit an attractive appearance. If repainting or residing is required, it is the resident's sole responsibility. The resident shall not repaint the exterior of the home without the resident filling out an Exterior Improvement Request form from management and submitting a paint color sample with completed form to management for written approval. The resident must obtain any permits as may be required by governmental entities.

Section 6. **Yard lights** must be maintained (including repainting) so as to keep a good street appearance, kept operable and not turned off while resident is away. If yard light is inoperable, Community Owner shall notify community, only black yard lights similar to ones throughout the Community are allowed.

ARTICLE IV

STRUCTURES

Section 1. Carports and Storage Buildings. Each mobile home shall have installed, as an integral part thereof, a carport conforming in design, color and materials to the mobile home (exceptions to the requirements of this section may be granted by Owner where lot configuration makes the installation of a carport impractical).

Section 2. Storage Buildings. Each mobile home may have one vinyl sided storage building. The storage building must be stand alone construction and must be attached to the home. The storage building may not be enlarged without prior written approval of management. The resident is responsible for obtaining any permits that may be required by governmental entities to erect or enlarge a storage building. Any such storage building must be firmly attached to the mobile home or installed as an integral part of the carport.

ARTICLE VI

ARCHITECTURAL CHANGES

Section 1. Approval Necessary. No structure of any kind shall be erected, constructed, placed on any lot subsequent to the initial installation of a mobile home and attendant structures nor shall any alteration, addition, to the exterior thereof or to the landscaping be made, unless plans for such have been submitted in writing for approval and approved in writing by Owner. The material and color of such construction must match the existing home.

Section 2. Construction to be in Conformance with Plans. After such plans and specifications and other data submitted have been approved by Owner, no mobile home building, trailer, outbuilding, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed, altered or maintained upon the Properties unless the same shall be erected, constructed or altered in conformity with the plans and specifications and plat plans theretofore approved by Owner. Home Owner is responsible for obtaining all permits required for construction of the requested improvement, and upon reasonable demand from Park Management, must provide a copy of such permit(s) to Park Management for inspection or copying. Home Owner is solely responsible for any loss, injury or damage caused by Home Owner or by any contractor or other third party working on behalf of Home Owner regarding the proposed improvement.

Section 3. Right of Entry. Owner or its agent may at any reasonable time enter and inspect any building or property under construction subject to the jurisdiction of Owner under construction or on or in which the agent or Owner believes that a violation of the covenants, restrictions, reservations, servitudes or easements is occurring or has occurred.

Section 4. Enforcement. Owner shall have the right to enforce the provisions of this agreement by injunctive relief or any other remedy which may be available and, if any such suit is successful, the party defendant shall pay all costs of such suit, including reasonable attorneys' fees.

ASSIGNMENT OF POWERS

All or any part of the rights and powers and reservations of Owner herein contained may be deeded, conveyed, or assigned to other persons or entities by an instrument in writing duly executed, acknowledged and recorded in the Public Records of Highlands County, Florida. However, no assignment of Resident's interest may be made without first obtaining written approval from Owner.

EASEMENTS

To facilitate the provisions of public services and utilities to the various lots, a continuing, perpetual easement lying seven and one-half (7-1/2) feet on either side of all property lines is hereby reserved. Owner reserves the right to grant, in its sole discretion, easements for ingress and egress, for drainage, utilities service and other similar purposed over, upon and across the Properties, so long as any said easements do not run under any residences on the lots nor interfere with the intended uses of any portion of the properties.

ARTICLE VI

PROHIBITED USES

Section 1. All garbage cans, trash containers, lawn mowers and other unsightly items shall not be kept outside the dwelling unless they are concealed from view. Residents should consult with management for permitted structures, obtain written permission from management and any permits required from governmental entities. Trash and garbage awaiting pickup shall be placed only in areas designed for such purposes by the Lessor.

Section 2. Pets. Each home may have a maximum of two (2) household pets (cats, dogs, birds) provided their presence caused no disturbance to others. No horses, cattle, hogs, sheep poultry, or reptiles are permitted in the community. Pets, which are approved, shall be considered on a ninety (90) day probation period and removal is imminent if the pet owner ignores his or her responsibility. As noted below, certain known violent breeds of pets are prohibited. All pets are subject to removal from the park at any time at the management's sole discretion. Pets shall be kept on a leash no more than eight (8') feet long when not on the resident's lot. Pets shall not be left outside, tied or unattended by the owner at any time. **RESIDENT MUST CLEAN UP AFTER THEIR PETS AND DISCARD PET WASTE AT THEIR OWN HOME.** Pets are not allowed in any areas where people congregate.

- (a) If required, a current rabies tag must be worn by the pet. Pets which are approved shall be considered on a ninety (90) days probation period, and removal is imminent if the pet owner ignores his or her responsibility.
- (b) Residents are solely and totally responsible for the behavior of their pet. Noisy, unruly, or dangerous pets (i.e. Dobermans, rottweilers, pitbulls, wolfbreeds and exotic pets such as snakes or wild animals etc.) will not be allowed to remain in the community.
- (c) Residents are required to clean up their pet's defecation on the home site and while walking their pet.

- (d) All pets must be kept inside the home and when outside, they must be kept on a hand held leash confining movement to the home site. Fenced-in enclosures and dog houses are not allowed. Residents must walk their pets on leashes. No "Beware of Dog" signs allowed. Pets must not be left unattended.
- (e) Pets running at large may be picked up by the Animal Control Department.
- (f) Pets are not allowed in any areas where people congregate.
- (g) Management disclaims any responsibility for the occurrence of harm, injury or death to a pet caused by agents or employees or by Residents or their guests.
- (h) Management reserves the right to reject certain breeds of dogs such as Dobermans, rottweilers, pitbulls, or wolfbreeds, exotic pets or wild animals or other animals which in Management's sole discretion may be dangerous to others within the community. These animals may not be kept in the confines of this manufactured home community.

Section 3. Except in the Common Area, no swimming pool or appurtenant pump house shall be constructed, erected or maintained without prior approval of Owner.

Section 4. No trucks, vans, trailers, or other business vehicles shall be parked on the properties except while loading or unloading which must be completed within a 24-hour period. No vehicle repairs or maintenance shall be allowed on any lot. Except while loading or unloading, no vehicles shall be parked upon the roads, streets, and thoroughfares of Buttonwood Bay Mobile Home Park. No vehicles exceeding one ton hauling capacity is permitted to be parked on individual driveways, but must be parked elsewhere.

Section 5. No boat and/or trailer shall be located on any lot or in any driveway or carport for a period in excess of twenty-four (24) hours. Boats and/or trailers remaining in a driveway or carport must be completely concealed from view. The only approved choices for this are in a garage, screen room, or a lattice work structure composed of one (1") plastic white lattice material. The resident must first obtain written permission from management to construct any of these structures as well as any permits required from governmental entities. Travel trailers and motor homes shall not be located on a lot or in the street so as to be used as a short term residence and may remain on a lot or street for a maximum period of forty-eight (48) hours or less for the purpose of loading or unloading.

Section 6. No mail boxes other than the standard black mailbox shall be installed. No newspaper boxes shall be allowed in front of homes mailboxes must be maintained (including repainting or replacement so as to keep a good street appearance.

Section 7. No fences of any type may be constructed on any portion of any lot, without the written approval of management. Resident must obtain any permits that may be required by governmental entities.

Section 8. No outdoor clothes drying.

Section 9. A Resident may either re-sell his own home, have the Community Sales Office sell it for a commission or have other realtors and/or brokers sell their residence. Additionally, realtors must show proof of license to sell a mobile home. Resident may place one (1) sign no larger than 12 x 12 inside the home's window or screen room. No other signs, except small name signs approved by the Lessor, and appropriate street, directional and traffic control signs, shall be placed, erected or displayed on any Lot or dwelling.

Section 10. No trade, business, or profession shall be conducted, nor any commercial use made of any lot. There shall be no non-resident soliciting allowed in the Community.

Section 11. All lots shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage allowed to accumulate, or any fire hazard allowed to exist.

Section 12. Loud noises, disorderly conduct, abusive, profane or threatening language, harassment of resident or their guests shall not be permitted. Each lot is to be used as a single family residence and all local ordinances, laws and community rules and regulations shall be adhered to by all persons and shall not be used in any manner contrary to these Rules and Regulations. No nuisance or annoyance shall interfere with the peaceful enjoyment of the residents. Quiet time shall be from 11 p.m. to 7 a.m.

Section 13. Antennas. Television antennas (maximum height twelve feet (12') above highest point of roof) and DBS satellite dishes (39' or less in diameter) may be erected as permitted by prevailing Federal Law. They are to be installed on the rear of your home to insure the continued aesthetic quality of the Community. If such location prohibits reception of a high quality signal, then they may be installed on the sides or front of your home, but must be attractively hidden or shielded from view. No radio, CB or short-wave antennae are permitted. If not installed in the rear of the home, management approval must be given.

Section 14. Residents' vehicles must display a Buttonwood Bay parking sticker in the bottom left corner of the rear window. All items in storage areas and boats at the lake must have a current license tag and Buttonwood Bay sticker. The maximum speed limit throughout the Community is posted at fifteen (15) miles per hour (less if conditions warrant.)

Section 15. Individual "yard sales" are allowed subject to the written permission of Management as to hours and date of sale and a County permit must be obtained.

Section 16. The above restrictions set forth in this Article shall not apply to Owner or its agents, successors or assigns.

Section 17. Golf carts must have a Buttonwood Bay registration sticker prominently displayed on the rear. Golf carts must be registered at the business office with proof of a liability insurance rider to resident's homeowner's policy. Golf carts may only be driven by an operator with a valid motor vehicle driver's license. Golf carts operated after dark must have both headlights and taillights.

ARTICLE VII

SUBLETTING

Mobile home owners are permitted to sublet their home and lot for a six (6) month period no more frequently than once out of every three (3) years. Subletees must be older persons (no children under 18 years old) with one (1) resident being fifty-five (55) years of age or older. All prospective sublessees must submit a completed application for residency no less than 30 days prior to the intended start of the sublease. Community Management has the right to reject a prospective sublessee for any reason not prohibited by law. Management will not approve a prospective sublessee who provides false or misleading statements, whether oral or written, in any statement or document offered in support of a request for approval as a sublessee. No one other than those specifically approved as sublessees shall be allowed to occupy a home in the Community. Written approval of Community management is required as to any change in the name or number of sublessees in the home. No unapproved occupants may reside in the home at any time. The mobile home owner has the continued responsibility to pay lot rental, water and sewer.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. Owner or its assigns, shall have the right to enforce, by any proceeding law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these Rules and Regulations. Management may terminate the tenancy of (evict) a home owner, evict the home or an occupant thereof pursuant to section 723.061, Florida Statutes. Failure by the Owner or assigns to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the rights to do so thereafter. In any such suit the prevailing party shall also be entitled to recovery of all costs and expenses including court costs and attorneys' fees.

Section 2. Severability. Invalidation of any of these restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Owner shall have the right at any time to amend these Rules and Regulations to correct scrivener's errors or to clarify any ambiguities determined to exist herein, or to impose additional restrictions as deemed necessary.

Section 4. Notices. Any notice required to be sent to any Resident under the provisions of these Rules and Regulations shall be deemed to have been properly sent when mailed, postpaid, to the last known address or delivered in person.

Section 5. The Owner may from time to time amend the Community Rules and Regulations by modifying or changing any existing rule or regulation or adopting any new rule or regulation; provided, however, the Owner shall give at least ninety (90) days prior written notice to the owner Resident of such amendment, and provided further that no new rule or regulation, except rules adopted as a result of restrictions imposed by governmental entities and

required to protect the public health, safety and welfare, shall be enforced by Owner prior to the expiration of such ninety (90) day period.

Section 6. Owner reserves the right to determine whether a prospective or assuming Resident is qualified to become a resident in the community, by screening such applicants after payment of the application fee, to include but not be limited to, background and credit investigations, and references.

Section 7. The days and hours of operation of Community facilities may be changed with ninety (90) day notice.

Section 8. Buttonwood Bay facilities are for the exclusive use of Buttonwood Bay residents and their guests.

Section 9. Resident must ensure Contractors doing work in Buttonwood Bay have:

- A. Proof of liability insurance (\$500,000 minimum).
- B. Proof of Worker's Compensation Insurance.
- C. Proof of current business license.

ARTICLE IV

SPECIAL EXCEPTIONS

Community Management reserves the exclusive, unrestricted right to grant special exceptions to these Rules and Regulations when, in the exclusive opinion of Community Management, special circumstances warrant the granting of special exceptions or 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 and Regulations may be granted by the Community Manager due to space limitations, design considerations, in cases where the intent of a Rule or Regulation is met but not the specific requirement, or in such other circumstances 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.

IN WITNESS WHEREOF, the undersigned, being the parties herein, has hereunto set its hand and seals this _____ day of _____, 20 ____.

Signed, sealed and delivered
in our presence as witnesses:

BUTTONWOOD BAY

_____ By: _____ (LS)

Agreed to and accepted this _____ day of _____, 20 ____.

LESSEE

LESSEE

EXHIBIT "B"

PARK LAYOUT

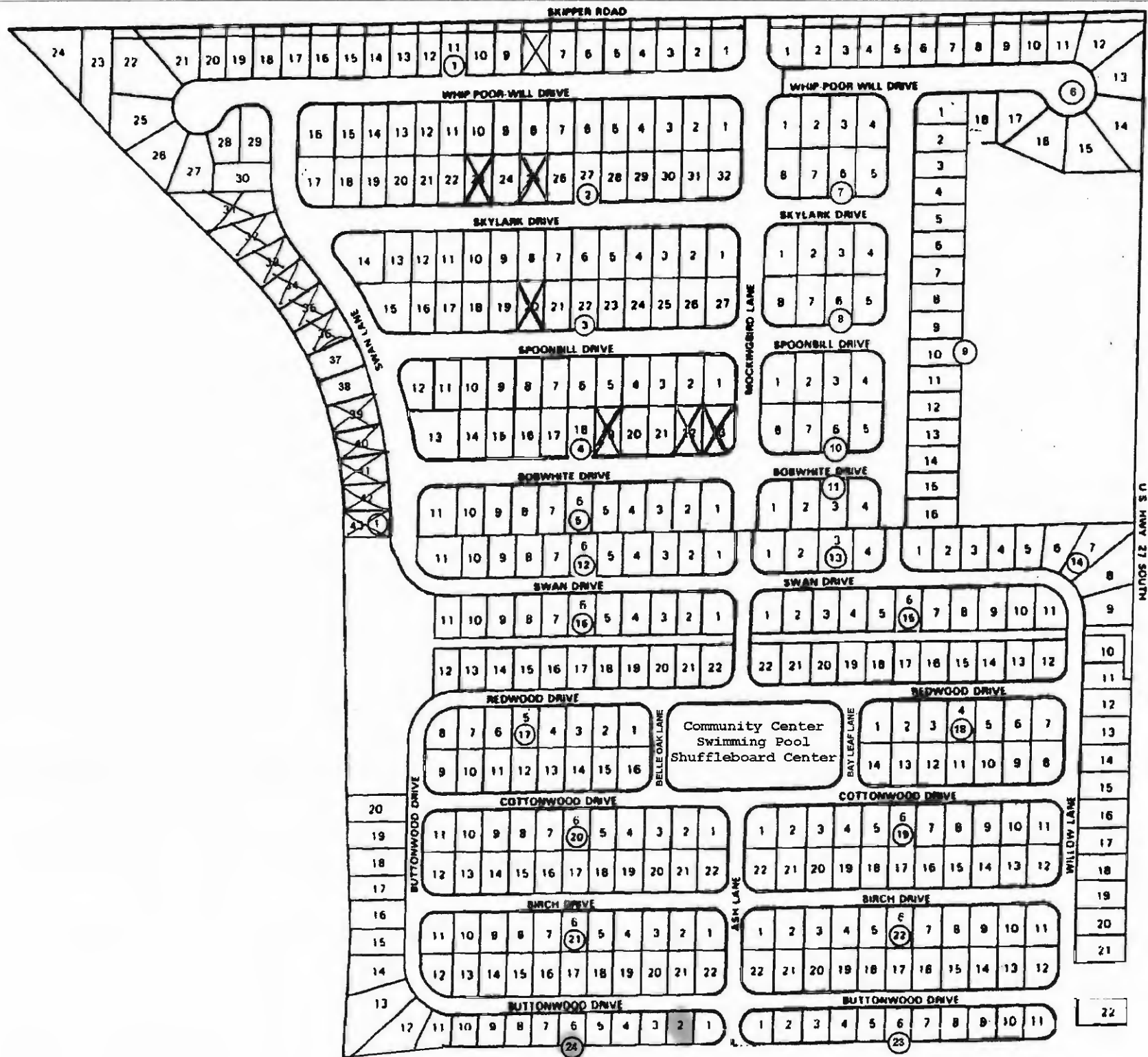


EXHIBIT "C"

There are no covenants, restrictions, or zones affecting the use of the property other than stated herein.

EXHIBIT "D"

RENTAL AGREEMENT

BUTTONWOOD BAY MOBILE HOME PARK
RENTAL AGREEMENT

THIS LEASE AGREEMENT, made and entered into on this day of _____, 20____, by and between SUN COMMUNITIES ACQUISITIONS, LLC, d/b/a BUTTONWOOD BAY, 10001 U.S. Highway 27 South, Sebring, Florida, 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 tenant 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 as a condition precedent to leasing the premises, the Lessee has purchased or contracted to purchase his mobile home to be placed on the lot hereinafter described from the Lessor. In no instance shall the signing of the Lease Agreement be construed as permission to place any mobile home on the premises other than the one purchased from Lessor.

2. It is specifically understood and agreed by and between the parties hereto that Chapter 723, Florida Statutes, governs this Rental Agreement.

3. Lessor hereby leases to Lessee for installation thereon of Lessee's mobile home the certain property described as:

Lot _____, Block _____, BUTTONWOOD BAY,
according to that certain plat thereof as shown in its business office at the above address.

to be occupied solely as a private dwelling only by Lessee and Lessee's family, consisting of _____ persons. In no event shall the total number of occupants exceed that permitted by this Agreement, Rules and Regulations of the Park, or applicable laws.

4. This rental agreement shall be effective on _____, and shall remain in effect until _____, unless terminated earlier as provided in this Agreement. Upon reaching the termination date, this Lease shall automatically be extended for an additional period of one (1) 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 of this agreement may be altered by Lessor upon ninety (90) days notice, prior to renewal.

5. LOT RENTAL AMOUNT:

Lessee agrees to pay Lessor at its above stated address, lot rental amount as follows:
The base rent for your lot is \$_____ per month, and will be in effect from

_____, 20____, to _____ 20____. The lot rental amount is payable on the 1st day of each month. Your lot rental amount could be increased, but only in the manner disclosed in the prospectus.

SPECIAL USE FEES:

In addition to the base rent, the Lessee agrees to pay the following fees and charges, if applicable:

- a. 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.
- b. Late Charge--\$_____, if lot rental amount is not paid by the 5th of the month, and \$_____ for each additional day the lot rental amount is past due.
- c. Returned Check Charge--\$_____.
- d. Guest Fee--\$_____ per month, per person. This fee will be assessed only if your guest's visit exceeds thirty (30) days per year.
- e. Lawn Cutting--\$_____, per month. This fee will be assessed in accordance with and described in the Rules and Regulations attached hereto.
- f. Utilities and Other Services--\$_____. Water, electricity and sewage disposal are all billed separately from the lot rental by the utility company providing these services, and are solely the resident's responsibility. Lessee agrees to pay these bills promptly when due.

GOVERNMENT AND UTILITY CHARGES

The mobile home owner will be responsible for payment of government and utility charges, 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 any state or local government or utility company. The charges to the park owner will be assessed more often than annually. The charges to the park owner will be assessed to the Tenant 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 Landlord presently cannot with any degree of accuracy disclose the potential financial obligation which the tenant will be responsible for paying.

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 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.

6. The Landlord may raise the amount of base rent and special use fees and other charges annually. Increases in base rent and other fees and charges will be determined in the manner disclosed in the prospectus. The increased base rent or other fees or charges shall automatically become a part of the rental agreement upon renewal unless the tenant shall advise the landlord in writing thirty (30) days prior to the expiration of the current term of tenants intention to vacate the premises and not enter into a new term.

7. The services included in the lot rental amount are trash disposal and operation and maintenance of the common facilities. All other services are the resident's sole responsibility.

8. The Lessee agrees to abide by all Rules and Regulations of the Lessor, a copy of the current Rules and Regulations being attached hereto and being incorporated herein by reference. The parties hereto agree that said Rules and Regulations may be amended from time to time, those amendments being reasonable and necessary for the proper and efficient operation of the park and for the health, safety and welfare of the residents of the park. The parties hereto agree that the rules and regulations will not be changed without written notification to the lessee at least ninety (90) days prior to implementation of such change, in accordance with procedures prescribed by Chapter 723, Florida Statutes.

9. Lessee shall not assign this Rental Agreement, or any interest therein, and shall not sublet the leased premises or any part thereof, or allow any other person or persons to occupy or use the leased premises without the specific, written consent of the Lessor. Any assignment or subletting without Lessor's consent shall be void, and shall constitute default by Lessee under this Lease Agreement.

10. Lessor may evict Lessee for:

- (a) non-payment of lot rental amount;
- (b) conviction of a violation of a federal or state law or local ordinance, which violation may be deemed detrimental to the health, safety, or welfare of the other residents of the park;
- (c) violation of a park rule or regulation, this rental agreement of Chapter 723, F.S., as prescribed by Section 723.061, Florida Statutes;

- (d) a change in the use of land comprising the mobile home park or portion thereof;
- (e) failure of the purchaser of the mobile home situated in the park to be qualified as and obtain approval to become a tenant, such approval being required by the rules and regulations attached hereto.

11. The parties agree that if the Lessor determines that the Lessee is to be evicted for violating the Rules or Regulations of the Park, Lessor will deliver written notice of the grounds upon which Lessee is to be evicted, at least thirty (30) days prior to the time Lessee is to vacate the premises.

12. If the Lessee shall fail to pay the base rent or any other fee, charge or assessment specified herein at the time and manner stated, or fails to keep and perform any of the other conditions or agreements of this lease Agreement, the Lessor may, at his option, terminate this Lease Agreement and all rights of the Lessee hereunder, at which time the Lessee agrees to vacate the premises. If the Lessee fails to voluntarily vacate the premises after termination, the Lessor may bring an action for possession in the county court and Lessee agrees to pay all costs, expenses and reasonable attorney's fees which shall be incurred or expended by Lessor.

13. Any notice by Lessor to Lessee shall be mailed or delivered to Lessee at Lessee's address in the Park or by posting the notice on the door of Lessee's mobile home.

14. The rights of the Lessor contained herein are cumulative, and failure of the Lessor to exercise any right shall not operate to forfeit any other rights of the Lessor. No waiver by the Lessor of any condition or covenant shall be deemed to constitute or imply a further waiver of any other conditions or covenants.

15. This Lease Agreement shall be binding upon, and inure to the benefit of Lessor and Lessee, and their respective heirs, personal representatives, successors and assigns.

16. This Mobile Home Park is zoned M-2. The zoning authority is Highlands County.

17. In the event that during the term of this Lease Agreement any portion of the premises is condemned by any public entity, including federal, state or local governments or public or private utilities having such lawfully established power, Lessee shall have the right to terminate this Lease Agreement as of the date of taking; however, in no event shall Lessee be entitled to or have any right in the proceeds awarded to Lessor in such proceeding. Lessor agrees to pro rate any lot rental amount received by Lessor from Lessee as of the date of taking as long as the Lessee is in full compliance with the Rules and Regulations and the payment of rent and charges as set forth herein.

18. All personal property placed on or about the Leased Premises shall be at the risk of the Lessee, or owner thereof, and the Lessor shall not be liable for any damaged said personal property.

19. Lessee hereby agrees to hold the Lessor harmless from all liability or loss by reason of damage or injury, either real or asserted, to both person and property occurring within or upon the Leased Premises or other surrounding property owned by Lessor, unless caused by the negligence of Lessor, its agents, servants, and employees.

20. If the Leased Premises is damaged or destroyed by fire, windstorm, earthquake, or other acts of God, or enemy action, insurrection or other unusual actions or contingency beyond the control of the Lessee and Lessor, so as to render the premises unfit for occupancy by Lessee, and if said premises cannot be made tenantable with reasonable diligence within thirty (30) days after commencement of repairs, then both the Lessor and Lessee shall have the right and option of terminating and cancelling this lease Agreement by giving to the other party hereto written notice of cancellation. Should this Lease Agreement be cancelled by Lessor or Lessee in accordance with this provision, Lessee shall forthwith surrender possession of the Leased Premises and all rent due hereunder shall abate from the date said premises shall have been made untenable by the cause or causes herein set forth and Lessor shall refund any unearned rent previously paid by Lessee.

21. Lessee shall promptly execute and comply with all of the statutes, ordinances, rules, order, regulations of the federal, state and county governments for the correction, prevention, or abatement of nuisance or other grievances involving the Leased Premises.

22. Lessee's assuming the remaining portion of the lot rental agreement as prescribed by Section 723.059(3), F.S., are hereby notified that upon the expiration of the assumed lot rental agreement, the Lessor expressly reserves the right to increase the lot rental amount in an amount deemed appropriate by the Lessor, with such increase being imposed in the manner disclosed in the prospectus delivered to the initial recipient.

23. This agreement represents the entire understanding of the parties with respect to the subject matter hereof. It supersedes all prior or contemporaneous agreements, understandings, inducements or conditions, express, implied, or written. No termination, revocation, waiver, modification or amendment of this agreement shall be binding unless in writing and signed by all of the parties hereto.

24. Where used herein, the singular shall be deemed to include the plural, and vice versa, and the masculine to include the feminine and the neuter and vice versa.

25. In the event that any section, paragraph, or subparagraph of this Agreement is held unenforceable by any court, this Agreement shall be deemed to have been executed by the parties hereto with such sections, paragraphs, or subparagraphs not having been included herein, and the remainder of the Agreement shall not be void thereby.

26. Lessee's Right to Terminate. Lessee shall have the right to terminate this Lease Agreement at the end of the current Lease term by giving Owner not less than thirty (30) days' prior written notice of Lessee's intention to vacate the Premises at the end of the current Lease term. In the

Prospect
Rules

event Lessee should vacate the Premises prior to the end of the current Lease term or without having given Lessor the required thirty (30) days' notice, Lessee shall remain liable for all rent due under the Lease Agreement until the termination of the term of the Lease Agreement in effect on the date the Lessee vacates the Premises, less any amounts obtained by Lessor from a reletting of the Premises after the deduction therefrom of all of Lessor's costs and expenses incurred with respect to such reletting.

IN WITNESS WHEREOF, the parties have executed this lease as of the day and year first above written.

SUN COMMUNITIES ACQUISITIONS, LLC
d/b/a Buttonwood Bay, Lessor

LESSEE By _____

LESSEE

WITNESS TO LESSEE

WITNESS TO LESSOR

WITNESS TO LESSEE

WITNESS TO LESSOR

EXHIBIT "E"

There is no ground or underlying lease of the mobile home park

EXHIBIT "F"

There are no current user fees charged in the Park.