

*Spanish Lakes*

8000 South US 1  
Suite 402  
Port St. Lucie, FL 34952  
(772) 878-3011

Dear Resident:

Welcome to Spanish Lakes Riverfront!

In accordance with the requirements of Florida Statutes, Chapter 723, we have prepared for you the accompanying Prospectus.

Please acknowledge receipt of this packet of documents by signing below.

Sincerely,

Joel F. Wynne  
President

JFW/mm  
Encl.

I have received a Prospectus for Spanish Lakes, \_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

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

SPANISH LAKES RIVERFRONT PROSPECTUS  
#PRMZ001206-P11393  
APPROVED 2002

**SPANISH LAKES RIVERFRONT**

Name of Community

1. THIS PROSPECTUS CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND YOUR FINANCIAL OBLIGATIONS IN LEASING A MOBILE HOME LOT. MAKE SURE THAT YOU READ THE ENTIRE DOCUMENT AND SEEK LEGAL ADVICE IF YOU HAVE ANY QUESTIONS REGARDING THE INFORMATION SET FORTH IN THIS DOCUMENT.
2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE LESSEE SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIALS.
3. ORAL REPRESENTATIONS SHOULD NOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE PARK OWNER OR OPERATOR. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.
4. UPON DELIVERY OF THE PROSPECTUS TO A PROSPECTIVE LESSEE, THE RENTAL AGREEMENT IS VOIDABLE BY THE LESSEE FOR A PERIOD OF 15 DAYS.

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PROSPECTUS  
OF  
SPANISH LAKES RIVERFRONT

SECTION I

The name of the mobile home park is

SPANISH LAKES RIVERFRONT

SECTION II

The location of the mobile home park is

SPANISH LAKES RIVERFRONT  
7901 SOUTH U.S. 1  
Port St. Lucie, Florida 34952

SECTION III

The office and Post Office address of the person authorized to receive notices and demands on the park owner's behalf shall be:

SPANISH LAKES COMMUNITIES  
8200 South U.S. #1  
Port St. Lucie, Florida 34952

The name of said person is Saul Fishler

## SECTION IV

### PARK DESCRIPTION

a. The mobile home park is located on the following described property: a Tract of land being a portion of Section 27, Township 36 South, Range 40 East, St. Lucie County, Florida, and lying East of the North Fork of the St. Lucie River.

b. Size: The mobile home park encompasses approximately 150 + or - acres.

c. Lot description:

1) The mobile home park has 621 mobile home spaces. The location of each lot is shown in Exhibit A. The approximate dimensions of each lot are shown in the text, Section IV, pages 7 through 19.

2) A spacing of 15 feet is maintained between mobile homes, with a rear set back of 15 feet and a front set back of 25 feet from the edge of the pavement.

The setback and separation requirements quoted and referenced above of the various governing agencies having jurisdiction in these matters may overlap or be inconsistent with one another. In addition, governmental rules or regulations are subject to amendment or repeal. No representation is made as to the interpretation of the setback and separation requirements set out above, nor as to the continuing applicability of such requirements after the delivery date. "Delivery date" as used herein is the date upon which the prospectus is delivered to the tenant. Prospective tenants of the 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 setback and separation requirements applicable to the park on the delivery date of this prospectus, and that any one or more such requirements may be subsequently modified or repealed. No continuing obligation is undertaken by the park owner to advise any park resident or tenant of any subsequent modification, future adoption of additional requirements by any other governmental body, or future repeal of these provisions.

The requirements stated above may not be applicable to the 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.

3) 621 lots will equally share in the use of all recreational facilities located within the park. All improvements serving these 621 lots are installed and complete.

APPROXIMATE DIMENSIONS OF EACH LOT

DIMENSIONS REPRESENTED HERE ARE APPROXIMATE. DIMENSIONS OF LOTS WHICH DO NOT HAVE A RECTANGULAR SHAPE WERE ARRIVED AT BY USING AVERAGE WIDTHS AND DEPTHS. THESE LOTS ARE DENOTED BY AN "\*".

Street Name	Street Number	Apprx Size W x L
Alcala	1	64 x 103
Alcala	2	64 x 103
Alcala	3	39 x 103
Alcala	4	39 x 103
Alcala	5	40 x 103
Alcala	6	40 x 103
Alcala	7	51 x 103
Alcala	8	51 x 103
Alcala	9	57 x 82*
Alcala	10	57 x 82*
Alcala	11	65 x 70
Alcala	12	65 x 70
Alcala	14	48 x 103
Alcala	15	48 x 103
Arboles	1	64 x 103
Arboles	2	64 x 103
Arboles	3	39 x 103
Arboles	4	39 x 103
Arboles	5	40 x 103
Arboles	6	40 x 103
Arboles	7	51 x 103
Arboles	8	51 x 103
Arboles	9	57 x 82*
Arboles	10	57 x 82*
Arboles	11	65 x 70
Arboles	12	65 x 70
Arboles	14	48 x 103
Arboles	15	48 x 103
Brisa	1	64 x 103
Brisa	2	64 x 103
Brisa	3	39 x 103
Brisa	4	39 x 103
Brisa	5	40 x 103
Brisa	6	40 x 103
Brisa	7	51 x 103
Brisa	8	51 x 103
Brisa	9	57 x 82*
Brisa	10	57 x 82*
Brisa	11	62 x 100*
Brisa	12	65 x 70
Brisa	14	48 x 103
Brisa	2	54 x 98
Camino Del Rio	4	51 x 98
Camino Del Rio	6	51 x 98
Camino Del Rio	8	51 x 98
Camino Del Rio	10	51 x 98
Camino Del Rio	11	45 x 95
Camino Del Rio	12	51 x 98
Caamino Del Rio	14	51 x 98
Camino Del Rio	15	41 x 95
Camino Del Rio	16	42 x 98

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Street Name	Street Number	Approx Size	
		W	L
Camino Del Rio	17	41	95
Camino Del Rio	18	42	98
Camino Del Rio	19	41	95
Camino Del Rio	20	125	93 x 155*
Camino Del Rio	21	41	95
Camino Del Rio	23	63	103
Camino Del Rio	25	64	120
Camino Del Rio	27	57	103
Camino Del Rio	29	55	106
Camino Del Rio	31	69	105
Camino Del Rio	32	80	106
Camino Del Rio	33	51	99
Camino Del Rio	34	40	103
Camino Del Rio	35	51	99
Camino Del Rio	36	51	103
Camino Del Rio	37	51	99
Camino Del Rio	38	40	103
Camino Del Rio	39	51	99
Camino Del Rio	40	51	103
Camino Del Rio	41	51	99
Camino Del Rio	42	51	103
Camino Del Rio	43	51	99
Camino Del Rio	44	51	103
Camino Del Rio	45	51	99
Camino Del Rio	46	51	103
Camino Del Rio	47	51	99
Camino Del Rio	48	40	103
Camino Del Rio	49	51	99
Camino Del Rio	50	40	103
Camino Del Rio	51	51	99
Camino Del Rio	52	54	103
Camino Del Rio	53	51	99
Camino Del Rio	55	51	99
Camino Del Rio	57	51	99
Camino Del Rio	59	51	99
Camino Del Rio	61	51	99
Camino Del Rio	62	42	103
Camino Del Rio	63	44	99
Camino Del Rio	64	42	103
Camino Del Rio	65	44	99
Camino Del Rio	66	42	103
Camino Del Rio	67	43	100
Camino Del Rio	68	50	106
Camino Del Rio	69	43	105
Camino Del Rio	70	55	113
Camino Del Rio	71	49	118
Camino Del Rio	72	61	112
Camino Del Rio	73	72	158*
Camino Del Rio	75	65	100*
Camino Del Rio	77	59	100
Camino Del Rio	79	59	100



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Street Name	Street Number	Approx Size W x L
Camino Del Rio	81	53 x 100*
Camino Del Rio	83	51 x 100
Camino Del Rio	85	51 x 100
Camino Del Rio	87	51 x 100
Camino Del Rio	89	51 x 100
Camino Del Rio	91	51 x 100
Camino Del Rio	93	51 x 100
Camino Del Rio	95	51 x 100
Camino Del Rio	96	51 x 103
Camino Del Rio	97	51 x 100
Camino Del Rio	98	51 x 103
Camino Del Rio	99	51 x 100
Camino Del Rio	100	51 x 103
Camino Del Rio	101	42 x 100
Camino Del Rio	102	51 x 103
Camino Del Rio	103	42 x 100
Camino Del Rio	104	51 x 103
Camino Del Rio	105	42 x 100
Camino Del Rio	106	51 x 103
Camino Del Rio	107	42 x 100
Camino Del Rio	108	52 x 103
Camino Del Rio	109	44 x 100
Camino Del Rio	110	55 x 107*
Camino Del Rio	111	52 x 100
Camino Del Rio	112	76 x 103
Camino Del Rio	113	52 x 100
Camino Del Rio	114	53 x 103
Camino Del Rio	115	52 x 100
Camino Del Rio	116	53 x 103
Camino Del Rio	117	52 x 100
Camino Del Rio	118	53 x 103
Camino Del Rio	119	52 x 100
Camino Del Rio	121	52 x 100
Camino Del Rio	123	52 x 100
Camino Del Rio	125	43 x 100
Camino Del Rio	127	43 x 100
Camino Del Rio	129	43 x 100
Camino Del Rio	131	52 x 100
Camino Del Rio	133	52 x 100
Camino Del Rio	135	52 x 100
Camino Del Rio	137	52 x 100
Camino Del Rio	139	52 x 100
Camino Del Rio	141	52 x 100
Camino Del Rio	143	52 x 100
Camino Del Rio	144	55 x 106
Camino Del Rio	145	53 x 100
Camino Del Rio	146	55 x 117*
Camino Del Rio	147	53 x 100
Camino Del Rio	148	40 x 100
Camino Del Rio	149	43 x 100
Camino Del Rio	150	40 x 100

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Street Name	Street Number	Appx Size
		W x L
Camino Del Rio	151	45 x 100
Camino Del Rio	152	45 x 100
Camino Del Rio	153	44 x 100
Camino Del Rio	154	61 x 100
Camino Del Rio	155	83 x 100
Camino Del Rio	156	62 x 122*
Camino Del Rio	158	65 x 105*
Camino Del Rio	159	56 x 85*
Camino Del Rio	160	40 x 102
Camino Del Rio	161	51 x 99
Camino Del Rio	162	51 x 102
Camino Del Rio	163	51 x 100
Camino Del Rio	164	51 x 102
Camino Del Rio	165	51 x 100
Camino Del Rio	166	51 x 102
Camino Del Rio	167	51 x 100
Camino Del Rio	168	51 x 102
Camino Del Rio	169	42 x 100
Camino Del Rio	170	51 x 102
Camino Del Rio	171	42 x 100
Camino Del Rio	172	40 x 102
Camino Del Rio	173	42 x 100
Camino Del Rio	174	40 x 100
Camino Del Rio	175	57 x 100
Camino Del Rio	176	93 x 96 x 135*
Camino Del Rio	177	80 x 100*
Camino Del Rio	178	51 x 99
Camino Del Rio	179	50 x 100
Camino Del Rio	180	51 x 99
Camino Del Rio	181	50 x 100
Camino Del Rio	182	93 x 96 x 135*
Camino Del Rio	183	50 x 100
Camino Del Rio	185	45 x 100
Camino Del Rio	187	56 x 102*
Camino Del Rio	189	73 x 80*
Camino Del Rio	191	61 x 100*
Camino Del Rio	193	51 x 81*
Camino Del Rio	195	58 x 98*
Camino Del Rio	197	58 x 100*
Camino Del Rio	199	58 x 97*
Camino Del Rio	201	51 x 100
Camino Del Rio	203	51 x 100
Camino Del Rio	205	51 x 100
Camino Del Rio	207	51 x 100
Camino Del Rio	208	52 x 111*
Camino Del Rio	209	51 x 100
Camino Del Rio	210	70 x 116*
Camino Del Rio	211	51 x 100
Camino Del Rio	213	51 x 98
Camino Del Rio	215	76 x 75*
Camino Del Rio	217	70 x 120*

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Street Name	Street Number	Approx Size W x L
Camino Del Rio	218	85 x 118*
Camino Del Rio	219	65 x 122*
Camino Del Rio	221	56 x 104
Camino Del Rio	223	51 x 100
Camino Del Rio	225	51 x 100
Camino Del Rio	227	51 x 100
Camino Del Rio	229	51 x 100
Camino Del Rio	231	51 x 100
Camino Del Rio	233	51 x 100
Camino Del Rio	235	51 x 100
Camino Del Rio	237	51 x 100
Camino Del Rio	239	51 x 100
Camino Del Rio	241	51 x 100
Camino Del Rio	242	51 x 80*
Camino Del Rio	243	50 x 95*
Camino Del Rio	244	51 x 90*
Camino Del Rio	245	45 x 100*
Camino Del Rio	246	51 x 98
Camino Del Rio	247	47 x 110*
Camino Del Rio	248	51 x 98
Camino Del Rio	249	55 x 135*
Camino Del Rio	250	51 x 98
Camino Del Rio	252	51 x 98
Camino Del Rio	254	51 x 98
Camino Del Rio	256	51 x 98
Camino Del Rio	258	51 x 98
Camino Del Rio	260	51 x 98
Camino Del Rio	262	41 x 98
Camino Del Rio	264	42 x 98
Camino Del Rio	266	42 x 98
Camino Del Rio	268	51 x 98
Camino Del Rio	270	51 x 98
Camino Del Rio	272	54 x 98
Castilla	1	53 x 103
Castilla	2	53 x 103
Castilla	3	51 x 85
Castilla	4	51 x 85
Castilla	5	60 x 80*
Castilla	6	57 x 82*
Castilla	7	72 x 103*
Castilla	8	75 x 50*
Cozumel	2	56 x 121*
Cozumel	4	50 x 103*
Cozumel	6	42 x 103
Cozumel	8	42 x 103
Cozumel	10	57 x 105
Cozumel	11	82 x 100*
Cozumel	12	60 x 107*
Cozumel	14	40 x 104
Cozumel	15	51 x 90
Cozumel	16	51 x 90

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Street Name	Street Number	Aprx Size	
		W	L
Cozumel	17	57	82*
Cozumel	18	57	82*
Cozumel	19	65	70
Cozumel	20	65	70
Cozumel	21	48	103
Cozumel	22	48	103
Don Quixote Court	1	75	113
Don Quixote Court	2	75	103
Don Quixote Court	3	40	113
Don Quixote Court	4	40	103
Don Quixote Court	5	51	101
Don Quixote Court	6	51	85
Don Quixote Court	7	103	90 x 170*
Don Quixote Court	8	57	82*
Don Quixote Court	10	65	70
Don Quixote Court	12	48	103
Don Quixote Lane	1	67	109
Don Quixote Lane	2	55	103
Don Quixote Lane	3	42	103
Don Quixote Lane	4	42	103
Don Quixote Lane	5	54	103
Don Quixote Lane	6	57	102
Don Quixote Lane	7	51	102
Don Quixote Lane	8	51	100
Don Quixote Lane	9	51	100*
Don Quixote Lane	10	59	79*
Don Quixote Lane	11	57	82*
Don Quixote Lane	12	92	80*
Don Quixote Lane	14	48	103*
Don Quixote Lane	15	67	84
Don Quixote Lane	17	48	103*
El Portal	1	94	119*
El Portal	2	79	101
El Portal	3	51	103
El Portal	4	51	103
El Portal	5	51	103
El Portal	6	51	103
El Portal	7	51	103
El Portal	8	51	90
El Portal	9	51	90
El Portal	10	57	82*
El Portal	11	57	82*
El Portal	12	65	70
El Portal	14	48	103
El Portal	15	65	70
El Portal	17	48	103
Elena	1	80	95*
Elena	2	62	80*
Elena	3	88	102*
Elena	4	70	80*
Elena	5	48	110*

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Street Name	Street Number	Approx Size	
		W	L
Elena	6	48	110*
Florencia	1	79	104
Florencia	2	89	109*
Florencia	3	51	87*
Florencia	4	57	82*
Florencia	5	57	82*
Florencia	6	65	70
Florencia	7	65	70
Florencia	8	48	103
Florencia	9	48	103
Flores	1	42	103
Flores	3	47	103
Flores	5	48	103
Flores	7	48	103
Flores	9	48	103
Flores	11	48	103
Flores	14	82	108*
Flores	15	52	103
Flores	16	42	116
Flores	17	42	103
Flores	18	42	116
Flores	19	51	103
Flores	20	51	116
Flores	21	51	103
Flores	22	43	110
Flores	23	51	103
Flores	24	104	120 x 95*
Flores	25	55	107*
Flores	27	77	139*
Galeria	2	75	103*
Galeria	4	42	103
Galeria	6	42	103
Galeria	8	42	103
Galeria	10	51	90*
Galeria	12	62	93*
Galeria	14	62	105*
Galeria	16	80	117*
Galeria	17	75	103*
Galeria	18	51	103
Galeria	19	40	103
Galeria	20	51	103
Galeria	21	41	103
Galeria	22	51	103
Galeria	23	51	103
Galeria	24	51	103
Galeria	25	40	103
Galeria	26	51	103
Galeria	27	51	103
Galeria	28	51	103
Galeria	29	51	103
Galeria	30	51	103

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Street Name	Street Number	Appx Size W x L
Galeria	31	51 x 103
Galeria	32	51 x 103
Galeria	33	51 x 103
Galeria	34	51 x 103
Galeria	35	40 x 103
Galeria	36	40 x 103
Galeria	37	40 x 103
Galeria	38	40 x 103
Galeria	39	54 x 103
Galeria	40	62 x 103
Galeria	42	65 x 103
Galeria	44	65 x 103
Galeria	46	40 x 103
Galeria	48	51 x 103
Galeria	50	65 x 103
Galicia	1	80 x 110*
Galicia	2	62 x 90
Galicia	3	65 x 70
Galicia	4	57 x 82*
Galicia	5	48 x 103
Galicia	6	65 x 70
Galicia	8	48 x 103
Juan Carlos	1	73 x 95
Juan Carlos	3	52 x 102
Juan Carlos	5	51 x 91*
Juan Carlos	6	62 x 104
Juan Carlos	7	57 x 82*
Juan Carlos	8	51 x 91*
Juan Carlos	9	65 x 70
Juan Carlos	10	57 x 82*
Juan Carlos	11	48 x 103*
Juan Carlos	12	65 x 70
Juan Carlos	14	48 x 103*
La Paloma	1	53 x 103
La Paloma	2	53 x 103
La Paloma	3	51 x 91*
La Paloma	4	51 x 91*
La Paloma	5	57 x 82*
La Paloma	6	57 x 82*
La Paloma	7	65 x 70
La Paloma	8	65 x 70
La Paloma	9	48 x 103*
La Paloma	10	48 x 103*
Los Lagos	2	51 x 100
Los Lagos	4	51 x 100
Los Lagos	6	51 x 100
Los Lagos	7	71 x 103*
Los Lagos	8	95 x 114 x 150*
Los Lagos	9	58 x 103
Los Lagos	11	58 x 103
Los Lagos	15	58 x 103

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Street Name	Street Number	Approx Size
		W x L
Los Lagos	17	48 x 103
Los Lagos	19	64 x 104*
Los Lagos	21	51 x 100
Los Lagos	22	42 x 105*
Los Lagos	23	51 x 100
Los Lagos	24	42 x 100
Los Lagos	25	51 x 100
Los Lagos	26	42 x 100
Los Lagos	27	51 x 100
Los Lagos	28	42 x 100
Los Lagos	29	51 x 100
Los Lagos	30	55 x 100
Los Lagos	31	51 x 100
Los Lagos	32	42 x 100
Los Lagos	33	51 x 92
Los Lagos	34	42 x 100
Los Lagos	35	92 x 104 x 135*
Los Lagos	36	42 x 100
Los Lagos	37	42 x 100
Los Lagos	38	54 x 100
Los Lagos	39	51 x 100
Los Lagos	41	66 x 113*
Nuestra Calle	1	82 x 105*
Nuestra Calle	2	70 x 99*
Nuestra Calle	3	58 x 125
Nuestra Calle	4	51 x 103
Nuestra Calle	5	58 x 106
Nuestra Calle	6	40 x 103
Nuestra Calle	7	51 x 103
Nuestra Calle	8	51 x 91*
Nuestra Calle	9	40 x 103
Nuestra Calle	10	57 x 82*
Nuestra Calle	11	51 x 91*
Nuestra Calle	12	65 x 75*
Nuestra Calle	14	48 x 103*
Nuestra Calle	15	57 x 82*
Nuestra Calle	17	65 x 75*
Nuestra Calle	19	48 x 103*
Placido	1	77 x 103*
Placido	2	64 x 103
Placido	3	40 x 103
Placido	4	40 x 103
Placido	5	51 x 91*
Placido	6	51 x 91*
Placido	7	57 x 82*
Placido	8	57 x 82*
Placido	9	65 x 70
Placido	10	65 x 70
Placido	11	48 x 103*
Placido	12	48 x 103*
Quintana Roo Court	1	64 x 103

DIMENSIONS REPRESENTED HERE ARE APPROXIMATE. DIMENSIONS OF LOTS WHICH DO NOT HAVE A RECTANGULAR SHAPE WERE ARRIVED AT BY USING AVERAGE WIDTHS AND DEPTHS. THESE LOTS ARE DENOTED BY AN "\*".

Street Name	Street Number	Appx Size W x L
Quintana Roo Court	2	64 x 103
Quintana Roo Court	3	51 x 91*
Quintana Roo Court	4	51 x 91*
Quintana Roo Court	5	57 x 82*
Quintana Roo Court	6	57 x 82*
Quintana Roo Court	7	54 x 103*
Quintana Roo Court	8	65 x 70
Quintana Roo Court	10	48 x 103*
Quintana Roo Lane	1	67 x 103*
Quintana Roo Lane	2	62 x 100*
Quintana Roo Lane	3	42 x 103
Quintana Roo Lane	4	63 x 135*
Quintana Roo Lane	5	50 x 106*
Quintana Roo Lane	7	53 x 106*
Quintana Roo Lane	9	51 x 103
Quintana Roo Lane	11	42 x 103
Quintana Roo Lane	15	42 x 103
Quintana Roo Lane	17	42 x 103
Quintana Roo Lane	19	42 x 103
Quintana Roo Lane	21	40 x 103
Quintana Roo Lane	22	45 x 103
Quintana Roo Lane	23	51 x 91*
Quintana Roo Lane	24	51 x 91*
Quintana Roo Lane	25	57 x 82*
Quintana Roo Lane	26	57 x 82*
Quintana Roo Lane	27	65 x 70
Quintana Roo Lane	28	48 x 103*
Quintana Roo Lane	29	48 x 103*
San Pablo	1	56 x 103
San Pablo	2	53 x 88*
San Pablo	3	45 x 103*
San Pablo	5	66 x 103*
San Pablo	7	63 x 103*
San Pablo	8	42 x 103
San Pablo	9	51 x 103
San Pablo	10	51 x 103
San Pablo	11	51 x 103
San Pablo	14	42 x 103
San Pablo	15	42 x 103
San Pablo	16	40 x 103
San Pablo	17	40 x 103
San Pablo	18	51 x 91
San Pablo	19	51 x 91
San Pablo	20	57 x 82
San Pablo	21	57 x 82
San Pablo	22	65 x 70
San Pablo	23	65 x 70
San Pablo	24	48 x 103
San Pablo	25	48 x 103
Santa Cruz	1	71 x 89*
Santa Cruz	2	51 x 116*



DIMENSIONS REPRESENTED HERE ARE APPROXIMATE. DIMENSIONS OF LOTS WHICH DO NOT HAVE A RECTANGULAR SHAPE WERE ARRIVED AT BY USING AVERAGE WIDTHS AND DEPTHS. THESE LOTS ARE DENOTED BY AN "\*".

Street Name	Street Number	Apprx Size W x L
Santa Cruz	3	51 x 103
Santa Cruz	4	51 x 104
Santa Cruz	5	45 x 103
Santa Cruz	6	51 x 103
Santa Cruz	7	51 x 91
Santa Cruz	8	51 x 103
Santa Cruz	9	57 x 82
Santa Cruz	10	51 x 103
Santa Cruz	11	52 x 105
Santa Cruz	12	51 x 103
Santa Cruz	14	51 x 103
Santa Cruz	15	51 x 103
Santa Cruz	16	40 x 103
Santa Cruz	18	51 x 91
Santa Cruz	20	57 x 82
Santa Cruz	22	52 x 105
Santa Cruz	24	51 x 103
Santa Fe	1	52 x 85
Santa Fe	2	52 x 85
Santa Fe	3	51 x 91
Santa Fe	4	51 x 91
Santa Fe	5	57 x 82*
Santa Fe	6	57 x 82*
Santa Fe	7	75 x 85*
Santa Fe	8	65 x 65*
Santa Fe	9	48 x 113*
Santa Fe	10	48 x 113*
Santa Maria Court	1	64 x 103
Santa Maria Court	3	51 x 103
Santa Maria Court	5	51 x 103
Santa Maria Court	7	51 x 103
Santa Maria Court	8	51 x 103
Santa Maria Court	9	51 x 103
Santa Maria Court	10	51 x 103
Santa Maria Court	11	51 x 91
Santa Maria Court	12	51 x 91
Santa Maria Court	14	57 x 82*
Santa Maria Court	15	57 x 82*
Santa Maria Court	16	65 x 70
Santa Maria Court	17	65 x 70
Santa Maria Court	18	48 x 103*
Santa Maria Court	19	48 x 103*
Santa Maria Way	1	66 x 105
Santa Maria Way	3	47 x 103
Santa Maria Way	5	42 x 103
Santa Maria Way	7	46 x 103
Santa Maria Way	9	49 x 103
Santa Maria Way	11	49 x 103
Santa Maria Way	15	55 x 103
Santa Maria Way	17	51 x 103
Santa Maria Way	19	51 x 103

DIMENSIONS REPRESENTED HERE ARE APPROXIMATE. DIMENSIONS OF LOTS WHICH DO NOT HAVE A RECTANGULAR SHAPE WERE ARRIVED AT BY USING AVERAGE WIDTHS AND DEPTHS. THESE LOTS ARE DENOTED BY AN "\*".

Street Name	Street Number	Approx Size W x L
Santa Maria Way	20	65 x 95
Santa Maria Way	21	51 x 102
Santa Maria Way	22	60 x 82
Santa Maria Way	23	60 x 113
Santa Maria Way	24	55 x 103
Santa Maria Way	25	51 x 140
Tikal	1	64 x 103
Tikal	2	64 x 103
Tikal	3	40 x 103
Tikal	4	40 x 103
Tikal	5	51 x 91*
Tikal	6	51 x 91*
Tikal	7	57 x 82*
Tikal	8	57 x 82*
Tikal	9	65 x 70
Tikal	10	65 x 70
Tikal	11	48 x 103*
Tikal	12	48 x 103*
Universidad	1	64 x 103
Universidad	2	56 x 103*
Universidad	3	40 x 103
Universidad	4	40 x 103
Universidad	5	51 x 91*
Universidad	6	51 x 91*
Universidad	7	57 x 82*
Universidad	8	57 x 82*
Universidad	9	65 x 70
Universidad	10	65 x 70
Universidad	11	48 x 103*
Universidad	12	48 x 103*
Violeta	1	70 x 100*
Violeta	2	65 x 103
Violeta	3	51 x 91*
Violeta	4	51 x 91*
Violeta	5	57 x 82*
Violeta	6	57 x 82*
Violeta	7	65 x 70
Violeta	8	65 x 70
Violeta	9	48 x 103*
Violeta	10	48 x 103*
Yolanda	1	56 x 103*
Yolanda	2	64 x 103
Yolanda	3	40 x 103
Yolanda	4	40 x 103
Yolanda	5	51 x 103
Yolanda	6	51 x 103
Yolanda	7	51 x 103
Yolanda	8	51 x 103
Yolanda	9	40 x 103
Yolanda	10	40 x 103
Yolanda	11	40 x 103

DIMENSIONS REPRESENTED HERE ARE APPROXIMATE. DIMENSIONS OF LOTS WHICH DO NOT HAVE A RECTANGULAR SHAPE WERE ARRIVED AT BY USING AVERAGE WIDTHS AND DEPTHS. THESE LOTS ARE DENOTED BY AN "\*".

<u>Street Name</u>	<u>Street Number</u>	<u>Appx Size</u> <u>W x L</u>
Yolanda	12	40 x 103
Yolanda	14	40 x 103
Yolanda	15	40 x 103
Yolanda	16	51 x 91*
Yolanda	17	51 x 91*
Yolanda	18	48 x 103*
Yolanda	19	57 x 82*
Yolanda	21	65 x 70
Yolanda	23	48 x 103*

SECTION V

RECREATIONAL FACILITIES:

A. GENERAL DESCRIPTION

The recreational facilities consist of a clubhouse complex, golf course,\* and boat ramp. These facilities shall be available for the use of all residents in accordance with the terms and conditions of the "Policies and Regulations", a copy of which is heretofore attached and marked as Exhibit "B"

1. CLUBHOUSE COMPLEX: The clubhouse consists of the following facilities:

a. Main recreation building:

The main recreation building is located at 157 Camino Del Rio. This location is central to the park, so as to provide easy access to all residents. Its intended purpose is to provide a comprehensive recreational facility in an atmosphere conducive for the conduct of a multitude of social events. The approximate area of the main structure is 15,800 sq. ft. Table VA1a describes the physical characteristics and usage of the complex.

TABLE VA1a

<u>Room Name</u>	<u>Room Function</u>	<u>Sq. Ft. Size</u>	<u>Approx. Capacity</u>	<u>Personal Property Available</u>
Auditorium	Multi-function events	3900	400 (240 sit down)	Tables, Chairs, sound system, stage
Vestibule/Desk	Greeting Area - recreation staff facility	1245	n/a	n/a
Fireside Lounge	TV and party entertainment area	620	75	Fireplace, TV, sofa, chairs

\* (Not located on site)

Room Name	Room Function	Sq.Ft. Size	Approx. Capacity	Personal Property Available
Billiard/Card Room	Billiards, Chess cards, etc.	2780	150	Four Billiard tables, twenty-four card tables
Arts & Crafts Room	Arts & Crafts	860	50	Kiln, tables, chairs
Class Room	Instructional Services	460	40	Tables, chairs, blackboard
Woodworking	Woodworking crafts	265	n/a	Power wood working tools
Laundry	Washer & dryer facilities	340	n/a	Washing machines, dryers
Sauna Room	Sauna	75	n/a	Benches
Kitchen	Food Services	280	n/a	Food Preparation appliances
Rest Rooms	Four rest rooms	720	n/a	Toilet/Lavatory facilities
Covered Arcade	Walkways & shaded patios	3500	n/a	n/a

b. Swimming pools:

1. Main Pool: Located adjacent to the main recreation building, the 30' x 60' heated pool has a depth ranging from 3 feet to 6 feet and is surrounded by a 7000 sq. ft. deck. This pool has the capacity for 38 people.

2. Whirlpool: An 8' X 10' whirlpool is located adjacent to the Main Pool. The whirlpool is "not heated". This pool has the capacity for 4 people.

c. Shuffleboard courts:

Ten (10) lighted shuffleboard courts are included in this complex.

d. Tennis court:

One unlighted tennis court is located adjacent to the shuffleboard courts.

e. Bocci Courts:

Two lighted bocci courts are located on the west side of the lake that is adjacent to the Clubhouse parking lot.

## 2. GOLF COURSE

A Par 3, nine hole golf course located at Spanish Lakes Golf Village winds its way through that sister park. Use of this facility is in accordance with the Policies and Regulations as shown in Exhibit "B", and is a shared facility between Spanish Lakes Riverfront and Spanish Lakes Golf Village. The driving distance from Spanish Lakes Riverfront to the Spanish Lakes Golf Village golf course is approximately 3 miles.

## 3. Lakes:

The park consists of 4 lakes, comprising approximately 9.9 acres. They are a source of recreation as it relates to fishing (lakes are stocked), and boating. However, boats powered by internal combustion engines are not permitted.

## 4. Boat Ramp:

Spanish Lakes Riverfront is located along the St. Lucie River. A boat ramp and parking lot have been provided for the launching of boats. This boat ramp is a shared facility between Spanish Lakes Riverfront and Spanish Lakes Golf Village.

## B. HOURS OF OPERATION \*

<u>Facility</u>	<u>Opening Hours</u>	<u>Closing Hours</u>	<u>Days</u>
Main Clubhouse	8 A.M.	11 P.M.	7 per wk.
Swimming Pool	8 A.M.	Sunset	7 per wk.
Shuffleboard Courts	Sunrise	11 P.M.	7 per wk.
Tennis Court	Sunrise	Sunset	7 per wk.
Bocci Courts	Sunrise	11 P.M.	7 per wk.
Golf Course (located at Spanish Lakes Golf Village)	Sunrise	Sunset	4+Holidays
Boat Ramp	Sunrise	Sunset	7 per wk.

\* Facilities may not always be available at these times as a result of scheduled or emergency maintenance!

## SECTION VI

### MANAGEMENT AND PARK MAINTENANCE:

Management and maintenance of the park will be provided by park employees. They will be under the supervision of a Communities Manager.

It shall be the responsibility of management to maintain all common areas, recreational facilities, roads and drainage areas. Management shall maintain an adequate staff to perform these functions. Management shall also employ a recreation staff, whose purpose it shall be to conduct and coordinate the activities of the recreation complex and golf course in such a manner so as to foster the usage of these facilities by all residents. The costs related to the park management and maintenance are included in the monthly lot rental.

## SECTION VII

### MOBILE HOME OWNER OBLIGATIONS:

- A. The mobile home owner shall at all times:
1. Comply with all obligations imposed on mobile home owners by applicable provisions of building, housing, and health codes.
  2. Maintain his premises and lot in a neat, clean and sanitary fashion conducive to a healthy and esthetically pleasing environment. The homeowner is responsible for the maintenance of their own water lines, sewer lines, electric lines, load center, main circuit breaker and landscaping located on his/her lot. However, the mobile home park owner shall be responsible for lawn mowing (annual max. - 21 cuts).
  3. Comply with the Spanish Lakes Riverfront Policies and Regulations as set forth in Exhibit "B", and:
    - a. require other persons on the premises, with the mobile home owner's consent, to comply therewith.
    - b. conduct themselves in a manner that does not unreasonably disturb other residents of the park or constitute a breach of the peace.
- B. Each mobile home shall:
1. be no less than a nominal 24 feet wide.
  2. have an aluminum carport roof with a minimum length of 22 feet.
  3. be erected in accordance with Florida State requirements as they relate to
    - a. foundations and tie downs
    - b. plumbing—both water and wastewater
    - c. electrical

4. have a continuous foundation enclosure, i.e., skirting around the entire perimeter of said mobile home

5. have a concrete driveway sufficient to accommodate a minimum of two automobiles..

6. have a seeded and/or sodded lot with a minimum of two trees.

C. No tenancy in existence on June 4, 1984, nor any assumption of those tenancies in existence, shall be required to install any permanent improvements.

### SECTION VIII

#### UTILITIES AND OTHER SERVICES

The home owner shall pay for all utilities and services used on their lot or within their home. The following chart depicts the basic services, supplier, billing agent and billing frequency:

<u>Service</u>	<u>Supplier</u>	<u>Billing Agent</u>	<u>Billing Frequency</u>
Electric	Florida Power & Light	Florida Power & Light	Monthly
Telephone	Southern Bell/ AT&T	Southern Bell	Monthly
Cable television	Adelphia Cable	TV of Spanish Lakes	Annually/ Monthly
Water/Sewer	Port St. Lucie Utilities	Spanish Lakes Utilities, Inc.	Quarterly
Garbage Collection (twice weekly)	Spanish Lakes	Included in base lot rental	n/a
Lawn Mowing (annual maximum: 21 cuts)	Spanish Lakes	Included in base lot rental	n/a
Drainage	Natural run off	Included in base lot rental	n/a



RENTAL INCREASES:

A. Notification:

Each mobile home owner and the board of directors of the homeowners' association, if one has been formed, will be notified in writing at least ninety (90) days in advance of an increase in lot rental amount.

B. Rent Increase:

1. Guaranteed Lifetime Rent Certificate:

Each initial purchaser of a mobile home from the mobile home park owner shall receive a Guaranteed Lifetime Rent Certificate. This certificate attests that the monthly base rental shall not be increased so long as the person(s) named shall reside in a mobile home located on the lot described. This certificate shall be non-assumable. A copy of this certificate is described as Exhibit E.

2. One Year Lease Agreement and Increases:

Each mobile home owner who does not qualify for a Guaranteed Lifetime Rent Certificate shall receive a lease agreement for a term of one year (see Exhibit D). This lease will provide for annual renewal increases equivalent to the percentage increase in the Consumer Price Index, defined as the United States Department of Labor, Consumer Price Index, U. S. City Average--All Urban Consumers, 1967 = 100, or, in the event of the discontinuation of publication of the Consumer Price Index, then an alternative index which has been reasonably related to the Consumer Price Index in evaluating economic conditions, and which has been, or can reasonably be expected to be, generally accepted as a replacement index for the Consumer Price Index. But in no case shall the increase be less than 3.5% or greater than 7.5%.

3.

This paragraph no longer exists.

4. Upon the resale of a mobile home, the new tenant will be permitted, if he should so elect, to assume the remaining term of the lease agreement then in effect between the mobile home park owner and the seller. The renewal provision of the lease agreement is specifically not assumable. At the completion of the term of the assumed lease agreement, the rent shall be increased by an amount to be determined by the mobile home park owner in accordance with prevailing economic conditions.

Prevailing economic conditions are intended to refer to those factors which bear on the economic viability of a real estate investment and which would be considered by a prudent businessman in establishing the base rent and other charges or any increase in the amount thereof. These factors may include: (1) the costs attendant to the replacement of this park in the economic environment existing at the time of any rental increase, including land acquisition costs, construction costs, and losses associated with the operation of a park prior to full occupancy, and the level at which the lot rental must be established in order that the park owner will realize a reasonable return on the costs referred to in this clause (1); (2) the levels of interest rates and other financing charges associated with construction, interim and permanent financing; (3) the availability of alternative forms of real estate investments which, absent the rental increase in question, might reasonably be expected to yield a greater return on investment capital; (4) the levels of the Consumer Price Index, defined as the United States Department of Labor, Consumer Price Index, U. S. City Average--All Urban Consumers, 1967 = 100, or, in the event of the discontinuation of publication of the Consumer Price Index, then an alternative index which has been reasonably related to the Consumer Price Index in evaluating economic conditions, and which has been, or can reasonably be expected to be, generally accepted as a replacement index for the Consumer Price Index; (5) the level at which the lot rental must be established in order that the owner will realize a reasonable return on the "owners equity"; for this purpose the "owners equity" refers to the fair market value of the park from time to time, less existing mortgage indebtedness; (6) 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 and the rate of return of that investment in the then current economic conditions, and which would be taken into consideration by a prudent businessman in considering the amount of rental increase required in the 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; (7) costs incurred as a result of actions by state or local government or utility company. An increase in one or more of the factors set out in this prospectus as the basis for future rent increases may result in an increase in the mobile home owner's rent or other charges. After this adjustment, the new tenant will be offered a lease agreement at a new rental rate determined by the mobile home park owner in accordance with prevailing economic conditions.

5. For all tenancies in existence on June 4, 1984, the terms and conditions of the prospectus that affect those tenancies shall be uniform throughout the park except for rent variations based upon lot location and size. Both the manner of increase of any lot rental amount as well as any changes in services shall be uniform for those affected tenancies.

### C. Lot Rental Amount

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

1. Base lot rental of \$ \_\_\_\_\_ includes:
  - a. Pad rental
  - b. Garbage collection (twice weekly)
  - c. Lawn mowing (annual max: 21 cuts)
  - d. Storm drainage
  - e. Use of all recreational facilities, as outlined in Section V.
  
2. Governmental or Utility Charges:
  - a. The term "governmental or utility charge" means the mobile home owners's proportionate share of costs charged to the park owner by any state or local government or utility company.
  
  - b. Mobile home owners will be required to pay a proportionate share of the total governmental or utility charges. The proportionate share shall be determined by dividing the total governmental or utility charge by the total number of lots.

## SECTION X

### USER FEES

User fees are those amounts charged in addition to the lot rental amount for nonessential optional services provided by or through the park owner to the mobile home owner under a separate written agreement between the mobile home owner and the person furnishing the optional services. The park owner is offering each tenant of Spanish Lakes Riverfront a cable television service. This is the only user fee presently being offered by the park owner or any other person.

## SECTION XI

### POLICIES AND REGULATIONS

A. Park policies and regulations shall cover the mobile home owners's behavior, guest procedures, time for using recreational and other facilities, and other appropriate rules as detailed in Exhibit "B".

B. Management reserves the right to add to and/or alter the policies and regulations as circumstances may require. The park owner shall give written notice to each mobile home owner and the board of directors of the homeowners' association, if one has been formed, at least ninety (90) days prior to any changes in the policies and regulations. Rules adopted as a result of restrictions imposed by governmental entities and/or required to protect the public health, safety, and welfare may be enforced prior to the expiration of the ninety (90) day period.

A committee of homeowners, not to exceed five in number, designated by the Board of Directors of the Homeowners Association, shall meet with the park owner to discuss such changes within thirty (30) days of the notice from the park owner.

## SECTION XII

### ZONING:

#### A. Classification:

Spanish Lakes Riverfront is zoned as a Planned Development Project.

#### B. Permitted Uses:

Under the zoning resolution of Planned Development Project passed by St. Lucie County, Spanish Lakes Riverfront has as its permitted uses:

1. Manufactured housing and appurtenances
2. Recreational Complex
3. Boat Ramp

#### C. Zoning Authority:

The zoning authority for St. Lucie County has been vested in the St. Lucie County Board of Commissioners.

GLOSSARY OF TERMS:

As used in this prospectus, the following words and terms shall have the following meanings, unless clearly indicated otherwise:

- "Division" means the Division of Florida Land Sales, Condominiums, and Mobile Homes of the Department of Business Regulation.
- "Governmental or Utility Charges" means the mobile home owners's proportionate share of costs charged to the park owner by any state or local government or utility company.
- "Guaranteed Lifetime Rent Certificate" means a certificate given to an initial purchaser of a mobile home from the mobile home park owner. This certificate attests that the monthly rental shall not be increased so long as the person(s) named shall reside in a mobile home located on the lot described. The certificate is non-assumable. A copy of the certificate is designated as Exhibit E.
- "Initial Tenant" means the first person(s) to pay a lot rental fee for the use and enjoyment of a mobile home space located within described mobile home park.
- "Lot Rental Amount" means all financial obligations of the home owner except user fees, which are required as a condition of tenancy.
- "Mobile home" means a residential structure, transportable in one or more sections, which is 8 body feet or more in width, over 35 body feet in length, with the hitch, built on an integral chassis, and designed to be used as a dwelling when connected to the required utilities, and not originally sold as a recreational vehicle, and includes the plumbing, heating, air-conditioning, and electrical systems contained therein.
- "Mobile home owner" or "home owner" means a person who owns a mobile home and rents or leases a lot within a mobile home park for residential use.
- "Mobile home park owner" or "park owner" means an owner or operator of a mobile home park.

"Mobile home park" or "park" means a use of land in which lots or spaces are offered for rent or lease for the placement of mobile homes and in which the primary use of the park is residential.

"Mobile home lot rental agreement" or "rental agreement" means any mutual understanding, or lease, whether oral or written, between a mobile home owner and a mobile home park owner in which the mobile home owner is entitled to place his mobile home on a mobile home lot for either direct or indirect remuneration of the owner or operator of the mobile home park.

"Base Rent" means the lump sum amount paid by the home owner for the use and occupancy of the mobile home lot, and use of related park facilities. Base rent does not include user fees and governmental or utility charges.

"User Fees" means those amounts charged in addition to the lot rental amount for nonessential optional services provided by or through the park owner to the mobile home owner under a separate written agreement between the mobile home owner and the person furnishing the optional service or services.

Note: The Florida Legislature, Florida Department of Business Regulation or other government agencies may, from time to time, issue new rulings or regulations which may modify the useage of the terms defined in this Glossary. Such changes shall be deemed to have modified them accordingly.

Appendix I

INDEX OF EXHIBITS

<u>Exhibit</u>	<u>Description</u>
A.	Lot Layout Maps
B.	Policies and Regulations
C.	Exterior Water Use Schedule
D.	One Year Lease Agreement
E.	Guaranteed Lifetime Rent Certificate

LOT LOCATIONS

# SPANISH LAKES

RIVERFRONT MOBILE HOME COMMUNITY  
at Port St. Lucie

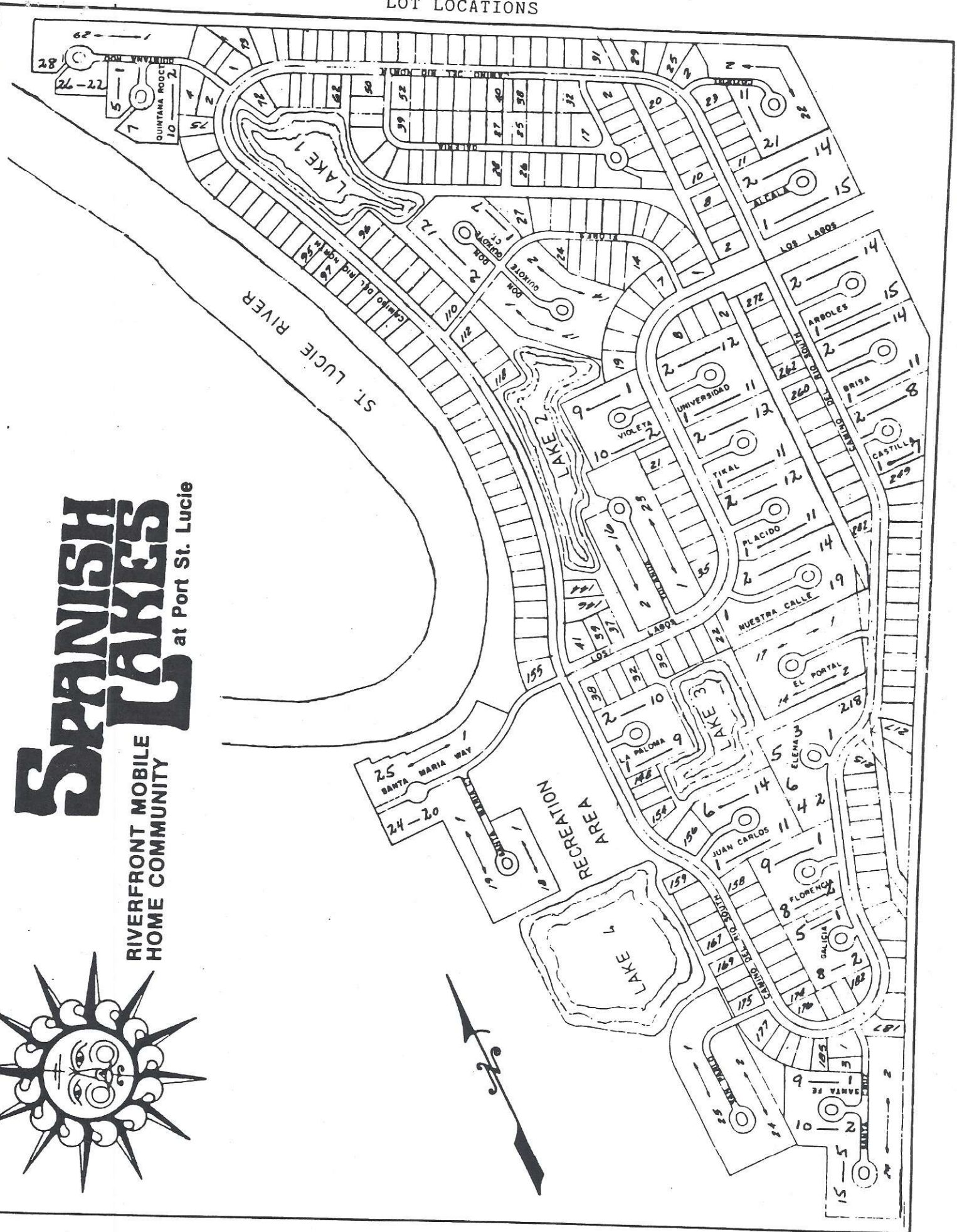
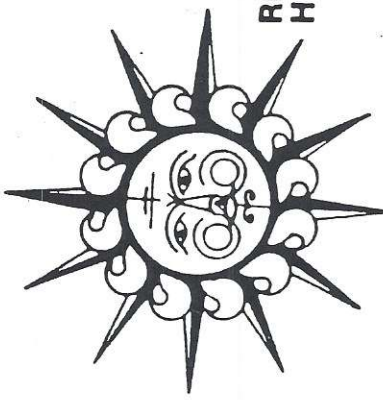


Exhibit A



RIVERFRONT  
POLICIES AND REGULATIONS

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

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

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

10. All residents, renters and guests shall wear an identification badge when in recreation areas or engaged in recreational activities.

11. All guests must be accompanied by a resident with whom they are visiting. All rules posted in recreation areas must be adhered to and observed.
12. Residents are invited to use all recreational facilities with reasonable caution. Your own physical condition and level of skill may suggest prudence in your use or lack of use of a particular facility. Residents hereby waive the right to bring suit against Spanish Lakes in an amount in excess of actual medical bills sustained (less amounts advanced by Medicare or other health and accident insurance benefits).
13. Temporary or permanent exterior additions of any type require the written approval of the management prior to installation.
14. No storage or repairing of motor vehicles, boats, campers, etc. can be allowed.
15. Residents with self-propelled campers, and no other primary means of transportation, may park along side their home as long as this vehicle will fit on their driveway.
16. Residents must provide appropriate garbage containers.
17. Each lot may be landscaped in an attractive manner to suit the resident. All shrubs must be kept properly. Please check with Management regarding the location of underground utilities before planting.
18. Spanish Lakes Riverfront has been designed as an exclusively older persons community. Each unit must be occupied by at least one person 55 years of age or older in order to qualify for residency in the park. Further, all permanent residents must have obtained the age of 35 prior to residency in the park. Visiting children are admitted for reasonable lengths of time, provided they do not become annoying to other residents.
19. Your house number must be large enough to be visible from the street.
20. T.V.'s, radios, stereos, etc. must be played at a moderate level.
21. All renters must adhere to the policies and regulations and must sign a copy of these regulations.
22. Pets can only be allowed in areas designated for them. They must be leashed at all times when outside your home.
23. Management reserves the right to require any pet which becomes annoying to other residents to be removed within 5 days notice.
24. No signs of any type may be displayed without the written consent of management – except that one "For Sale" sign not larger than 12" x 18" is permitted within the window of each home.
25. Garbage disposals are not permitted.
26. To fight pollution, no high-sudsing or detergents containing phosphates may be used.
27. For those residents using LP gas or oil, it is necessary that storage tanks be of the low profile, horizontal type and skirted. Spanish Lakes Riverfront will in no case be responsible for providing gas or oil. Our residents may make arrangements with any company they choose.
28. No removal of any foliage is permitted other than on resident's own lot. No removal or trimming of any foliage lying within 50 feet of the St. Lucie River is permitted.

29. Management reserves the exclusive, unrestricted right to grant special exceptions to these Policies and Regulations when, in the exclusive opinion of management, special circumstances warrant the granting of special exceptions or written waiver of a particular provision as it applies to a particular resident or residents, so long as such exception or waiver does not interfere with the general welfare, health and safety of the other residents of the community. For example, variances to these Policies and Regulations may be granted by management due to space limitations, design considerations, in cases where the intent of a Regulation is met but not the specific requirement, or in such other circumstances where the exception will not disturb the quiet enjoyment of the community by other residents, or when the basis for the variance is deemed sufficient in the discretion of management.

30. It shall be the resident's responsibility to keep informed of any published changes in policies and regulations.

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

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

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**Exhibit B**  
Rev. 3/6/02

## EXTERIOR WATER USE SCHEDULE

As stated in Section VIII, Spanish Lakes Utilities, Inc. supplies water to each of the residents' mobile homes. Consequently, any Exterior Water Use Schedule resulting from drought conditions would be promulgated at the time of need by the appropriate governmental agency, via Spanish Lakes Utilities, Inc..

SPANISH LAKES RIVERFRONT  
MOBILE/MODULAR HOME COMMUNITY  
ONE YEAR LEASE AGREEMENT

THIS AGREEMENT OF LEASE entered into at Port St. Lucie, Florida, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, between SPANISH LAKES COMMUNITIES (LANDLORD) AND \_\_\_\_\_ (TENANT).

WITNESSETH, in consideration of rents, covenants and agreements to be kept and performed by TENANT hereunder, LANDLORD demises to TENANT and TENANT leases from LANDLORD the premises subject to the terms and conditions as hereinafter set forth.

1) LANDLORD hereby leases to TENANT for installation thereon of TENANT'S mobile home that certain lot located in the Spanish Lakes Riverfront Mobile/Modular Home Community (COMMUNITY), more particularly described as Lot \_\_\_\_\_, Street \_\_\_\_\_, on Plot Plan attached hereto as Exhibit A and made a part hereof, to be occupied solely as a private dwelling place only by TENANT and TENANT'S family consisting of \_\_\_\_ persons, no children, and \_\_\_\_ pet(s). In no event shall the total number of occupants exceed that permitted by applicable statute, ordinance or government regulation. Base lot rental amount includes pad rental, garbage collection, storm drainage, lawn mowing, and use of all recreational facilities.

2) The term of this Lease shall be twelve months, commencing on \_\_\_\_\_, 20 \_\_, and terminating on \_\_\_\_\_, 20 \_\_. The rent paid shall be \$ \_\_\_\_\_ per month for the term of the Lease. This Lease may be renewed on an annual basis, with an annual renewal increase equivalent to the percentage increase in the Consumer Price Index, defined as the United States Department of Labor, Consumer Price Index, U.S. City Average---All Urban Consumers, 1967=100, or, in the event of the discontinuation of the publication of the Consumer Price Index, then an alternative index which has been reasonably related to the Consumer Price Index in evaluating economic conditions, and which has been, or can reasonably be expected to be, generally accepted as a replacement index for the Consumer Price Index. But, in no case shall the increase be less than 3.5 percent, or greater than 7.5 percent. The monthly rent shall be payable, without set-off, in advance on the first day of each month. In the event TENANT shall occupy the premises prior to the commencement date of this Lease, TENANT shall pay a pro rata daily rental for such interim period payable promptly upon occupancy. All rental payments shall be made by TENANT to LANDLORD at its office at Port St. Lucie, Florida, or such other place as LANDLORD may designate, on or before the monthly due date for such payments. Time is of the essence for each monthly payment of rent. TENANT shall pay for all utilities and services used on their lot or within their home. In the event TENANT fails to pay same, LANDLORD may, but shall not be obligated to, pay such charges which shall immediately become due and payable as additional rent hereunder.

3) The Policies and Regulations and Exterior Water Use Schedule of the COMMUNITY, as from time to time amended, are made a part of this Lease. The present Policies and Regulations and Exterior Water Use Schedule are attached hereto, and marked as Exhibit B and C respectively. Each term and provision of said Policies and Regulations and Exterior Water Use Schedule are incorporated herein by reference as if all the terms were set forth in full, and the parties hereto agree that all terms therein are covenants and provisions of this Lease. TENANT agrees to keep, observe and comply with these Policies and Regulations and Exterior Water Use Schedule as well as any additions or modifications that may subsequently be adopted by LANDLORD. LANDLORD agrees that any additions or modifications will be reasonably necessary for the proper and efficient operation of the COMMUNITY and that TENANT will be notified of adoption of same.

4) TENANT shall not sublet or assign his interest in this Lease or the lot leased herein, without the written consent of LANDLORD being first obtained. Such consent shall not be unreasonably withheld or construed to be in conflict with Florida Statute 723. TENANT agrees that any assignment shall be made or requested only in conjunction with the sale of TENANT'S mobile home, and that said assignment shall be restricted to the purchase of said mobile home. Pursuant to Florida Statute 723.059 (5), the renewal provision of this Lease Agreement is specifically not assumable. However, by virtue of F.S. 723.059 (3), a purchaser of a mobile home who becomes a resident of the mobile homes park, in accordance with this section, has the right to assume the remainder of the term of this Lease Agreement, as long as it is in effect between the LANDLORD and the TENANT. If the new TENANT should elect to assume the remaining term of this Lease, then upon the completion of the term of the assumed Lease Agreement, the rent shall be increased by an amount determined by the mobile home park owner in accordance with the factors as discussed in the Prospectus delivered to the initial recipient. After this adjustment, the new TENANT will be offered a One Year Lease Agreement at the new rental rate.

- 5) TENANT agrees that he and all occupants of his mobile home shall at all times conduct themselves with due regard for the personal and property rights of the other TENANTS of the COMMUNITY and will refrain from doing or causing to be done any act or thing that would create a nuisance, which term shall include obstruction or interference with the personal and property rights of other occupants of the COMMUNITY or with the orderly and efficient operation of the COMMUNITY. TENANT further agrees that he and said occupants of his mobile home will keep and maintain the demised premises in good repair, comply with all municipal, county, state or federal laws, regulations or ordinances now or hereafter applicable, and upon termination of this Lease, surrender the demised premises to the LANDLORD in good order and condition.
- 6) TENANT acknowledges that all streets, thoroughfares, parks and recreation facilities, remain the private property of LANDLORD to be used by TENANT in common with other TENANTS of the COMMUNITY, subject to the Policies and Regulations LANDLORD may establish from time to time.
- 7) The prompt payment of rent for said premises upon the dates named, the full and faithful performance of all covenants and provisions of this Lease, and the full and faithful observance of the Policies and Regulations and Exterior Water Use Schedule of the COMMUNITY which are hereby made a part of this covenant, and of such other and further Policies and Regulations and additions of the Exterior Water Use Schedule as may be hereafter made by LANDLORD are the conditions upon which this Lease is made and accepted.
- 8) If the TENANT shall fail to pay the lot rental amount herein reserved at the time and in the manner stated, or fail to keep and perform any other conditions, stipulations or agreement herein contained, or his part to be kept and performed or should title to or possession of TENANT'S mobile home located in the COMMUNITY be sold or assigned, other than as set forth in PARAGRAPH 4, voluntarily or involuntarily, or by operation of law, or should any creditor or creditors of TENANT or any Receiver or Trustee, on behalf of such creditor or creditors, or any other person or persons, by levy, attachment, or other proceedings, or by operation of law, obtain title to or the possession of said mobile home, the LANDLORD may, at its option, terminate this Lease and all the rights of the TENANT hereunder.
- 9) In the event of a breach of any covenant by TENANT, other than non-payment of lot rental amount, TENANT shall have the required legal time after written notice by LANDLORD to cure or discontinue such breach, and if TENANT shall fail to cure or discontinue within said time, LANDLORD may terminate this Lease. Upon termination of this Lease, TENANT'S right to possession shall immediately terminate and retention or possession thereafter shall constitute unlawful detainer of the demised premises.
- 10) The rights of LANDLORD contained herein are cumulative, and failure on the part of TENANT to exercise promptly any right given hereunder shall not operate to forfeit any of said rights. No waiver by LANDLORD of any condition or covenant of this Lease shall be deemed to constitute or imply a further waiver of any other like condition or covenant of this said Lease.
- 11) TENANT shall pay on demand all costs, expenses and reasonable attorney's fees which shall be incurred or expended by LANDLORD due to breach of any covenant or provision of this Lease by TENANT.
- 12) This agreement is the entire agreement between the parties without representation or promise except as herein set forth; this contract shall bind the LANDLORD and its successors or assigns, and the heirs, assigns, administrators, legal representatives, executors, or successors as the case may be of the TENANT; and shall be subordinated to all underlying leases and mortgages now or hereafter made, affecting the demised premises and to all renewals, modifications and extensions thereof.
- 13) All notices hereunder shall be in writing. Any notice by TENANT to LANDLORD hereunder shall be given to LANDLORD at the business office of LANDLORD, as set forth in Paragraph 2. Any notice by LANDLORD to TENANT in connection with TENANT'S tenancy or this Lease shall be sufficient if mailed or delivered to TENANT at TENANT'S address in the COMMUNITY unless TENANT has filed with LANDLORD a different address in writing for receipt of notice, which may be done only if TENANT has moved from the COMMUNITY.

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

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

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

Signed, Sealed and Delivered  
in the presence of:

SPANISH LAKES COMMUNITIES

Witnesses as to  
Landlord:

1. \_\_\_\_\_
2. \_\_\_\_\_

By: \_\_\_\_\_  
(LANDLORD)

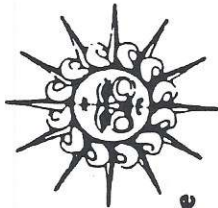
Witnesses as to  
Tenant:

1. \_\_\_\_\_
2. \_\_\_\_\_

\_\_\_\_\_  
(TENANT)

\_\_\_\_\_  
(TENANT)

Exhibit D  
Rev. 3/6/02



# SPANISH LAKES

RIVERFRONT MOBILE HOME COMMUNITY  
at Port St. Lucie

## GUARANTEED LIFETIME RENT

ISSUED TO \_\_\_\_\_ DATE: \_\_\_\_\_

This certificate attests that the above named person(s) have on this date rented lot \_\_\_\_\_ at a monthly base rental \$ \_\_\_\_\_. Spanish Lakes hereby guarantees that this base rental shall not be increased as long as the person(s) named above shall reside in a mobile home located upon the above described lot. Said rent is to include, garbage collection, lawn maintenance, storm drainage and unlimited use of our million dollar recreation facilities. This certificate does not include charges for electric, telephone, and cable television. This certificate does not include Governmental or Utility charges. This certificate is non-assignable and is dependent upon the above named resident's compliance with the rules and regulations issued by the management of Spanish Lakes. It is understood that said rules and regulations shall be issued for the benefit of all of the occupants of Spanish Lakes. This agreement shall be binding upon Spanish Lakes regardless of any sale or transfer of ownership of the park.

\_\_\_\_\_ TENANT \_\_\_\_\_ SPANISH LAKES

\_\_\_\_\_ TENANT \_\_\_\_\_



JULY 1, 2001 ADDENDUM  
TO PROSPECTUS

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Notwithstanding anything to the contrary in this prospectus, including the rental agreement, rules and regulations or any other exhibits to the prospectus, the homeowner's proportionate share of pass-through charges shall be defined as:

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

DATE PROSPECTUS DETERMINED ADEQUATE

December 19, 1986

REVISION DATE

2002

IDENTIFICATION NUMBER ASSIGNED BY DIVISION

PRMZ001206-P11393

MOBILE HOME LOT TO WHICH PROSPECTUS APPLIES

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