

MISSILE VIEW MOBILE HOME PARK

VISIT OUR OFFICE AT: 2135 Mayfair Way, Titusville, Florida 32796
SEND MAIL TO: 4593 Helena Drive, Titusville, Florida 32780
OFFICE PHONE: (321) 267-0017
CELL PHONE: (321) 403-1931

Dear Applicant,

Please read the Rules and Regulations of Missile View Mobile Home Park prior to filling out the attached application. Your signature on this application is stating: I/we acknowledge that I/we have received, read, and agree to abide by the Prospectus and Rules and Regulations of Missile View Mobile Home Park or I/we may be subject to eviction from Missile View Mobile Home Park. Your signature also certifies that all the information given on the application is true and correct.

A \$25.00 application fee is required for each person that plan to live at the property. A separate form must be completed for each applicant unless married. A complete credit and background check will be processed. Please make check payable to Missile View Mobile Home Park. When you have completed application please call me to set up an appointment. My phone number is (321) 403-1931. I look forward to meeting with you.

Sincerely,
Debra Wilms
Park Owner

**RULES AND REGULATIONS
OF
MISSILE VIEW MOBILE HOME PARK**

Welcome to Missile View Mobile Home Park. The owner, operator manager and tenants take pride in our park. The following rules and regulations are intended for the comfort, welfare and safety of you and your visitors and are designed to maintain the appearance and reputation of our park. Your cooperation will be greatly appreciated.

In order to continue the operation of this Park in a manner that protects not only your rights as a Tenant but also the rights of your neighbors and of the Park Owner as well, these Rules and Regulations have been prepared and issued not just as a guideline but rather as mandatory regulations, designed to make this Park, your home, as pleasant and enjoyable as possible. All rights of Landlord and Tenant hereunder are cumulative under Florida Statutes, Chapter 723.

It is our policy to be fair but firm in the enforcement of these regulations and each resident is hereby instructed to adhere to these Rules and Regulations. Our experience has shown that such adherences are necessary if we are to have each Tenant equally enjoy the benefits provided by the Park.

I. ADMISSIONS POLICY

- A. Applications are to be made in person at the park office. The office is open five (5) days a week from 9:00 a.m. until 12:00 noon, Monday through Friday except legal holidays. These hours are subject to change upon ninety (90) days notice to the tenants.
- B. This is an adult retirement park and applicants with minor children will not be accepted. Applicants seeking admission must be at least forty-nine (49) years of age and must provide references and credit information. Only those applicants that meet reasonable credit standards, have a good reputation and are otherwise desirable and compatible with other tenants will be admitted. The management will consider the following factors in making this determination:
- 1) Present employment or other sources of income (example: social security, pensions, etc.)
 - 2) Employment history including recommendations of past employers.
 - 3) Credit rating provided by a bank or other credit references or credit bureau.
 - 4) Recommendations of persons provided as references or who are familiar with the applicant, including previous landlords.
 - 5) General reputation in the community.
 - 6) Criminal record, including arrests, convictions and sentences.
 - 7) Veracity of the information provided by the applicant.
 - 8) Number and age of proposed residents.
 - 9) Proof of ownership (absolute) of the mobile home to be placed in the park.
- C. No mobile home shall have more than two (2) adults living there. A tenant whose mobile home contains more adults than permitted must reduce the size of his household within seven (7) days after notice or be evicted.
- D. Other than the minor children which may now reside in the Park with the consent of management, no minor children may reside in the park and visitation by minor children is restricted according to the rules for guests (see Article XI). THIS IS A RETIREMENT MOBILE HOME PARK and has been such for several years. Tenants must be of retirement age to live in the Park. Any new tenant must be at least forty-nine (49) years of age to be admitted to the Park.

Except for visitors and guests visits in accordance with these Rules, persons under the age of 18 are not permitted to live in the Park with a tenant, even though dependent upon the tenant for support.

Tenants to whom a new child is born or adopted must agree to terminate their tenancy and either sell their mobile home or remove it from the park within six (6) months from the birth, adoption or delivery of the child. This provision also applies to children who become part of the household through marriage, and the move from the park or sale of the home shall be at the tenant's sole expense. The head of each family shall be continually responsible for the actions of their guests, including visiting children. All visiting children must cooperate with and adhere to instructions given by the Management relating to these Rules and Regulations.

The visiting children are not to play or loiter in or around the laundry, the recreation hall, the shuffle board courts, the storage compound, nor automobiles in these areas, nor near or about other person's mobile homes. The throwing of any objects is strictly forbidden in the Park. Children under 15 years of age must have responsible supervision at all times. Juvenile Authorities will be notified if any child under the age of 15 is left unattended, day or night. No bicycling will be allowed within the park after sundown.

- E. Applicants who wish to become residents of the park must obtain the written permission of the management in advance. The management reserves the right to refuse entry of any mobile home into the park which does not meet the aesthetic, safety and set back requirements of the park. The management will consider the following factors, as well as any other pertinent factors in making this determination:
- 1) Age of the mobile home (homes older than three (3) years are generally not acceptable unless they are in excellent condition comparable to that of the new units).
 - 2) The length and width of the mobile home.
 - 3) External appearance- specifically, the condition of the paint, external utility hookups, doors, windows, and wheels.
 - 4) The amperage requirements of the home and the general condition of the electrical system.
- F. The tenant shall notify the management in writing before his mobile home is offered for sale. The management of the park shall not deny the tenant the right to sell his mobile home. However, mobile home owners selling their homes cannot guarantee a prospective buyer admission in the park. The management reserves the right to refuse admittance to any prospective buyer who fails to meet the entrance requirements specified in Article I, paragraph B. If the buyer is accepted, he is entitled to assume the remainder of the term of any rental agreement then in effect between the mobile home park owner and the seller and shall be entitled to rely on the terms and conditions of the Prospectus or offering circular as delivered to the initial recipient. Tenants assuming the remaining portion of a rental agreement as prescribed by Section 723.059(3), F.S., are hereby notified that upon the expiration date of the assumed rental agreement, the Park expressly reserves the right to increase lot rental amount in an amount deemed appropriate by the Park based upon the factors for increase of rent as defined in the Prospectus. The seller of a mobile home within the park is required to inform any potential purchaser of the existence of this notification and to advise the park owner of the imminent sale of the mobile home and of the purchaser's name and address upon sale. The purchaser must agree to the increase in lot rental amount in writing prior to occupancy, or inform the park otherwise. The increase will be imposed in the manner disclosed in the Prospectus delivered to the initial recipient.
- G. A written lease will be offered to each tenant but signing of such a lease is not a condition of occupancy in this park. However, the provisions of the written Lease Form furnished with the Prospectus will be binding upon all tenants.

- H. Subletting is not permitted. Under no circumstances is the tenant to rent or lease his mobile home to any other person. No sub-rental, assignment, sub-lease, nor occupancy by or through a rental /purchase option, of a mobile home or any portion thereof, is permitted.
- I. Tenants may not rent their mobile home. All tenants are required to submit proof of ownership of their mobile home to the management. A tenant who does own his or her mobile home must purchase it within thirty (30) days or remove it from the park.
- J. Park management will comprehensively investigate all proposed tenants and applicants may be required to pay a non-refundable application fee of \$25.00 for such an investigation. This cost, if allowed, will be payable at the time the application for tenancy is received. It is not paid conditioned upon acceptance, but is compensation for investigative services rendered. The fee will be charged only if allowed by Judicial decision, Statute or Administrative Rule.

II. REGISTRATION AND NOTICES

- A. All mobile homes and each occupant thereof must be registered by the Owner at the office of the Park Manager, listing the name and serial number of the home, the license number then currently in force and effect, the year of the home and the name of the financing institutions having claim or lien upon the mobile home or any improvements or additions thereto, the owner or owners names, the home telephone number and an emergency work telephone number.

All visitors and guests remaining in a mobile home over 24 hours must be registered at the Manager's office listing the guests' name in full, age, the relationship to the home owner, the home address, and the length of time that is said guest will be staying with the mobile home owner.

Upon leaving, overnight guests must be signed out. If the office is closed at the time, tenants may sign guests out the next day the office is open. See Article VIII for other rules pertaining to guests.

- B. Tenants are to notify the management in writing within one (1) day in the event they have had to call any emergency service (such as police, fire department or ambulance) to the park. The notice is to state the time, date, service called, and the reason for the call.
- C. All requests for maintenance or complaints must be in writing. The requests must be signed by the tenant with his name and lot number and must specify the lot number concerned in the request. Requests should be placed in the mail slot provided at the office or hand-delivered to the management. All legitimate requests or complaints will be answered in writing or in person within a reasonable time. Emergency calls may be made at any time to the managers, but please be sure it is an emergency.

III.LOT RENTAL

- A. Rent is due one the first (1st) day of each month and becomes delinquent on the sixth (6th) day. A late charge of two dollars (\$2.00) will be charge for rent received after the fifth (5th) day of the month. If not paid prior to the eleventh (11th) day of the month, a late charge equal to ten percent (10%) of the late lot rental amount will be charged. The date for payment received by mail shall be determined by the date actually received and not by the postmark date or date of the check or money order.
- B. Ten (\$10.00) dollars will be charged for any check which is returned by the bank for any reason, even if it is a bank error. If a second check is returned by the bank for any reason, the tenant shall be required to pay all future rent by cash, money order or cashier's check. No checks will be re-deposited.
- C. All monies received shall be applied to any balance due for previous months before a tenant receives credit for the current month's rent charges.
- D. The tenant is responsible for rent beginning on the day he executes the lease agreement with the park or is accepted to become a tenant of the park. Should this day be other than the first day of the month, the rent will be paid pro rata for the remaining days of that and the first full months rent shall be paid on the first day of the first full month after execution of the lease or entry into a Rental Agreement.
- E. The base lot rent for each lot is based on occupancy by two (2) adult persons. If any lot houses more than two persons the tenant will be charged two dollars (\$2.00) dollars per month, for each person in excess of two (2). Under no circumstances may more than two (2) persons reside in the mobile home unless specifically approved in writing by the management based upon hardship of special circumstances.
- F. Any special user fees (i.e., for lawn maintenance, additional occupants, etc.) and other charges shall be paid along with the base lot rent of the first (1st) day of each month.
- G. Tenants will be given written notice of any lot rental increases at least ninety (90) days in advance. Notice may be by U.S. Mail at the owner's last known address or by personal delivery to the mobile home owner. Evidence of delivery of such notice may be by mail receipt or by affidavit of the park employee or other person who personally served such a notice.

IV.THE MOBILE HOME SITE

- A. Mobile homes shall be attractively maintained by the tenant and shall comply with all applicable laws, ordinances and regulations of the state, county, city, and park, including those laws, ordinances, and regulations applying to tie-down (anchoring) and blocking. All mobile homes must be tied-down within five (5) days of arrival on the site.

- 1) All homes must have the tongue (hitch) removed as soon as they are tied down and blocked.
 - 2) Each home must have a set of steps approved by the management within fifteen (15) days of arrival on the site.
- B. Aluminum skirting, of a type approved by the Park and the mobile home industry, must be installed around the entire mobile home within thirty (30) days of arrival on the site. Tenants shall maintain their skirting in an attractive condition at all times.
- C. The tenant is responsible for the overall appearance of the home site. It shall be kept neat, orderly, clean, and free of debris at all times.
- D. The tenant shall mow, trim, weed and generally maintain his lawn. A minimum fee of fifteen (\$15.00) dollars will be charged to mow and maintain the lawn if the tenant neglects to do so. If actual maintenance costs exceed fifteen (\$15.00) dollars, the tenant shall be charged for the actual costs. Those neglecting or permitting grass to exceed five (5) inches in height shall be notified by the Management to cut the lawn within two (2) days after which it will be cut by Management and the Tenant will be assessed an additional charge as set above. Tenants who leave their mobile home unoccupied for extended periods of time must make arrangements for the upkeep of their lot. If the tenant leaves his lot unattended, the management will provide the necessary maintenance and the tenant will be charged accordingly.
- E. The storage of items under a mobile home is not allowed. All tools, furniture, or other items must be stored inside the mobile home or in an approved storage shed.
- F. The tenant must obtain the prior written approval of the management before he purchases any storage shed, awning, antenna, Ramada screenroom, or other structure. Only factory manufactured storage sheds, awnings, screen rooms or other structures will be permitted. The tenant must submit plans and specifications showing the nature, dimensions, location, and building materials of the proposed structure thirty (30) days in advance. Any changes made or any object placed on the site by a tenant without prior written approval of the management shall be removed and the original condition restored at the tenants expense. The tenant is responsible for any personal injury or damage to property caused by him or his employees during the installation of the structure. The cost of the maintenance of the structure is also the tenant's responsibility. Utility sheds, awnings, cabanas, ramadas, and enclosures, such as room additions, porches and carports are permitted but approval must first be obtained from the Park Management in writing and a permit for installation must be obtained by the Tenant(s). Any of the foregoing will only be permitted if they are standardized in terms of size, design, and color. Only one utility shed will be allowed per lot. The mobile home and all improvements must comply with and be maintained in accordance with State and local requirements.
- G. No tenant shall construct, erect, or maintain any fence or similar construction on the mobile home site.

- H. Tenants should consult the management before undertaking any digging or installing any posts. Numerous electrical, water, and sewer lines are buried near the mobile homes. If the tenant damages any of these lines anywhere in the park, he will be responsible for the cost of repairing them.
- I. Tenants must obtain prior approval of the management before planting any tree, shrub or other plant or placing permanent cement or other material. The management shall have discretion as to the type of plants approved and their location as certain plants pose a hazard or interfere with the road right of way or other park improvements. Any plantings made without the management's approval shall be removed and original condition restored at the tenant's expense. The tenant shall maintain all trees, shrubs or other plants or they will be maintained or removed at the tenant's expense. Once planted, all trees, shrubs, or other plants become park property and, if the tenant vacates the lot, may not be removed without the management's written consent. Also permanent cement or other placements shall also become park property and may not be removed.
- J. Sandboxes, wading pools, and swing sets are not permitted. Only furniture specifically designed for outside use is allowed outside the home. If any outdoor furniture is not well maintained or is unsightly in appearance, the tenant will be given written notice of the deficiency. If the situation is not corrected within seven (7) days after receipt of the notice, the furniture must be removed and disposed of at the tenant's expense.
- K. All television antennas, monitoring antennas and radio antennas must be installed from the middle to the rear of the mobile home and must not extend more than five (5) feet above the top of the mobile home. Tenants may operate hand radios, citizen's band radio's, or other radio equipment so long as they cause no interference with neighbors' appliances. If interference does occur, use of the radio must cease. No satellite receiving disks may be installed or used in the Park.
- L. All window air conditioners must be mounted in proper frames manufactured commercially or built by a person qualified to install such air conditioners.
- M. Washing machines and dryers are not permitted on the patios. They must be within the home or an approved structure.
- N. Individual clotheslines of only the umbrella type may be installed on Tenant's lot(s), on the back of the lot only. Tenants are not permitted to hang hoses, towels, rugs, rags or wearing apparel on or to Tenant's mobile home(s), awning(s), etc. The Park provides clotheslines outside the laundry area for tenants' use. Clothes are to be removed from the lines as soon as they are dried and in any event, no clothes may be left on the tenant's clothesline or on the park's clothesline after sunset.
- O. Garbage must be disposed of by placing it in one of the dumpsters provided by the Park. There are three dumpsters located in the Park. Each tenant is obligated to provide his own garbage container(s). Only two (2) garbage cans of either galvanized metal or heavy plastic with tight fitting lids are allowed per mobile

- home. All garbage cans or containers will be sealed at all times. Except for taking to the dumpster, all garbage and trash containers will be stored in a proper place, out of sight, on the mobile home lot. All garbage must be drained, wrapped and securely stored in a garbage container. Failure to properly store, wrap, or drain garbage and trash will not be tolerated by Management. Tenants are responsible for the removal of all litter, trash, etc. accumulated on their mobile home lot at their expense. Only yard clippings may be placed in the dumpsters. Used furniture, air conditioners, old mattresses, etc., or other debris are not to be put in the dumpsters. No burning of trash, leaves or other material is permitted in or around the Park, no discarded furniture, appliances, or debris shall be left outside the home or by the dumpsters. The tenant must take such debris to an authorized landfill or other disposal site off the park premises.
- P. With the exception of barbecue grills, no burning of leaves, wood, charcoal or other matter is permitted at any time.
- Q. Tenants wishing to sell their mobile home may place a "For Sale" sign on the mobile home. "For Sale" signs may not exceed 12"x10", and may be displayed only in the lower right hand corner of the mobile home window facing the street. In the event a mobile home has no window facing the street the "For Sale" sign must be placed in the center of the home. In no case may more than two (2) 12"x10" signs be displayed. In addition, tenants may at the discretion of the management, post a small sign at the office. Signs must be made professionally or must meet the approval of the management.
- R. Any Tenant(s) taking or removing grass areas for gardening or flower beds, etc., or otherwise damaging the grass must replace the grass and, when moving, pay to replace all grass. These shall be continuing charges. There will be a charge of \$.60 per square foot of sod for any sod which Tenant damages or removes from a lot and does not replace.
- S. The management reserves the right to enter any mobile home where the owner of the home has given his prior written consent or such entry is necessary to prevent imminent danger to an occupant of the mobile home or to the mobile home itself. The management also reserves the right of access to all lots for the purposes of repair and replacement of utilities and protection of the mobile home park at all reasonable times.
- T. All mobile homes and improvements must be maintained in good repair and neat appearance and each mobile home must be washed and cleaned on the exterior portion at least once a year. All mobile homes must maintain a current valid license plate. Locations and final positioning of the mobile home and all improvements must be with the consent of and under the direction of the Park manager. Any mobile home more than three years old which is allowed to become run-down and improperly maintained must be placed in good and slightly condition by the owner of the home within twenty (20) days after notice or must be removed from the Park by the tenant.
- U. If Tenant's mobile home or any part thereof shall at any time be destroyed by fire or other causes so as to be unfit for occupancy or use by the Tenant, the Tenant

shall commence to make said repairs. Failure of the Tenant to comply with this requirement shall constitute a violation of these Rules and Regulations and the Park may then proceed to evict both the Tenant and said mobile home.

V. Utilities

A. Water Use

- 1) Responsibility for water mains in the park from the meter the entrance of the park up to and including the shut-off valve providing water to your lot in the responsibility of the management. Water lines from the shut-off valve to the mobile home are the tenant's responsibility.
- 2) The tenant is allowed up through 5,000 gallons of water consumption of water in excess of 5,000 gallons per month will be separately bill to the tenants and much excess cost is due and payable upon receipt of the bill. Each lot is individually metered.

B. Sewage

Sewage costs are billed to the Park along with the water. Sewer costs based upon a maximum of 5,000 gallons of water consumption per month is included in the base lot rent. Sewer costs based upon consumption of an excess of 5,000 gallons of water per month will be billed separately to the tenant along with the water bill and is payable upon receipt. Each lot is individually metered. The Park has responsibility for sewer lines within the Park up to the ground connection of the sewer line to the mobile home line. The Inground connection and the lines to and including the mobile home lines are the mobile home owners' responsibility. Sanitary napkins, tampons, disposable diapers, paper towels, cigarettes, etc. are not to be disposed of by depositing same into any part of the plumbing system, including the home owner's commode(s). In the event a blockage occurs which is determined to be an abuse of the system by the Tenant, the Tenant will be responsible for paying the Park's cost(s) of removing the blockage within ten (10) days of billing by the Park.

C. Electric Power

Electricity is provided by Florida Power and Light Company. It is billed directly to the mobile home owner and is the Tenant's sole responsibility. Each Tenant must make application for service direct to the electric company. The electric company will require a security deposit as well a connection fee, the cost of which is established by the electric company from time to time without influence by the Park. The Park provided no electrical service whatsoever. Florida Power and Light Company is responsible for the electric lines to the meter box, including the meter. The Park Management is responsible for the pedestal and the main connection breaker. The Tenant, prior to moving in, must determine the amperage requirement of his mobile home. The Tenant is responsible for the initial placement, replacement, maintenance, and repair of the underground electrical wire(s) connecting the mobile home to the Florida Power and Light electric meter. The Tenant may utilize an existing underground electrical wire and connecting device or breaker if it meets the amperage requirements of the

Tenant's mobile home. If the Tenant's amperage requirements are not met, the Tenant shall solely bear the cost of any replacement of the underground electrical wire and connecting device or breaker. If there is no underground electrical wire in place when the tenant takes occupancy, it shall be the Tenant's sole responsibility to purchase the wire and required connecting device or breaker and to hire a duly licensed electrician for this installation. The Tenant must notify the park management and allow and cooperate with the Park Management for the supervision and placement of the underground electrical wire(s) and connecting device or breaker. The underground electrical wire and connecting device or breaker will be deemed the personal property of the Tenant and may be taken with the Tenant when he vacates the premises. The Tenant is responsible to the Park Owner as well as the other Tenants within the Park for any damage(s) which may occur from faulty wiring within the mobile home or improper installation of the underground electrical wire and connecting device or breaker. The tenant is responsible for electric service to any utility building or outside receptacle.

D. Waste Disposal

- 1) Garbage is presently being collected by The City of Titusville only from the three dumpsters provided by the Park, and is paid for by the park. "Garbage" means normal domestic waste which can be placed in a garbage can, plastic trash bag, box, or similar receptacle. The provision of adequate containers and emptying the containers in the dumpsters for pickup is the mobile home owners responsibility. The charge for this garbage service is currently included in the Tenant's base rent.
- 2) Trash is also presently being collected by the City of Titusville, and is paid for by the park. "Trash" is limited to yard clippings only. The Park presently has three dumpsters which the Tenants may deposit their trash in. The Charge for this service is also currently included in the mobile home owner's monthly base lot rent. Disposal of any refuse other than "trash" or "garbage" will not be paid for by the Park. Such disposal will be the responsibility of the mobile home owner. No discarded furniture, appliances, or debris shall be left outside the home or by the dumpsters. The Tenant(s) must take such items to an authorized landfill or other disposal site off the Park premises at the Tenant's expense.

E. Gas

Natural Gas is Available in this Park.

F. Telephone

Telephone service is available from Bellsouth. Installation and maintenance of any telephone service is entirely the tenant's responsibility

G. Cable Television

Cable television is provided to the Park by TCI Cablevision and is billed separately to each mobile home owner. The Park is not responsible for the maintenance of any cable television lines within the Park or for the connections for cable television to the individual mobile homes. Tenants are permitted to erect their own television antennas, providing that same is first approved by the

Park and that the antennae is erected no farther forward than the middle of the mobile home. Installation and maintenance of a television antennae is the Tenant's responsibility. No satellite receiving "dishes" are allowed on either the mobile home lot or on the Tenant's mobile home itself.

H. Disruption of Services

The park owner shall not be held responsible for any damage caused by disruption of any public utility service or any disruption beyond the control of the management, and each tenant, by his occupancy agrees to hold the management harmless for any such liability.

VI. OTHER FACILITIES

- A. The Clubhouse and shuffle board courts must be kept clean and orderly. The laundry facilities must be kept clean. Do not overload or abuse the machines. No dyeing of clothes in the machines is permitted. Please clean washers and/or dryers after each use. The clubhouse and shuffle board courts are for the private use of the Park residents and their registered guests. Guests must be accompanied by a mobile home owner to use these facilities. The clubhouse is to be kept locked when no activities are going on, but the Park Manager will have a key. All planned activities must be cleared with the Management first. Tenants using the clubhouse shall be responsible for cleaning up said facility after each use. All equipment and facilities are at the user own risk.

VII. AUTOMOBILES, MOTOR VEHICLES AND BOATS

- A. A speed limit of ten (10) miles per hour is necessary for everyone's safety, and will be strictly enforced. Tenants should inform their guest to obey the speed limit as tenants are responsible for their guests violations. A tenant who violates the park speed limit will be given two (2) warnings. A third violation is grounds for eviction.
- B. All vehicles of tenants, guest and visitors must be parked only on the tenant's lot. Parallel with the mobile home or in the already specified area designated by the management. No angle parking (except whereby designated) or on the grass is permitted. Cars parking on a neighbors lot without consent will be towed at the owner's expense. The tenant may keep no more than two (2) vehicles per household in the park. Guest and delivery vehicles may park on the side of the road (providing that traffic is not impeded) for periods not to exceed one (1) hour . If more than two (2) vehicles per household are kept by the tenant , the offending vehicles will be towed at the tenet's expense and tenant may be evicted.
- C. No trucks , tractors, or large pickups (over $\frac{3}{4}$ ton) nor any commercial vehicles are permitted to be parked on the homesite or to remain in the Park over night. Frequent operation of trucks over 2 tons will not be allowed in the Park by tenants, guests, or others.
- D. Vehicles with loud or noisy mufflers are not permitted.

- E. No resident or guest will be permitted to operate any motorized equipment. Including, but not limited to, mini-bikes, go-carts or the like, inside the Park, other than vehicles used for general transportation. Motorcycles may be used only when traveling to and from the residence and when so used must be provided with a good and effective muffler and/or noise controlling equipment and may not be used in the Park before 8:00 a.m. or after 8:00 p.m. at which time the owners must walk them with motor(s) shut off.
- F. All motor vehicles on the homesite must be kept in good condition at all times (i.e., free of external repairs or excessive rust). No vehicle shall be used for storage. Tenants who own such vehicles will be given written notice of the deficiency. If the situation is not corrected within seven (7) days, the owner must remove the offending vehicle or the tenant will be evicted. No motor vehicle without a proper, current, license tag. And no inoperative or abandoned motor vehicle may be kept in the park at any time. Vehicles which do not have a current license plate or are blocking the street will be towed at tenant's expense.
- G. Except for the time required to load or unload, no boats, trailers, motor homes, campers, or similar recreational vehicles will be placed on the tenant's lot. Tenants with such vehicles must arrange to keep the vehicle in the Park storage area or off the park premises. Boats, airboats, campers, recreational vehicles, vans, trailers, or motor homes must be properly licensed with current registrations and boat, airboats, etc., are not to be parked on the street overnight. No unlicensed or inoperable vehicles of any kind, including boats, are permitted in the Park. No boats or boat trailers may be parked in the streets or upon the lot to work on, repair, paint, or wash. All boats and trailers are to be kept in the storage area and all work, painting, washing and repairs must be done in the storage area. The fenced storage area is available to tenants. A \$5.00 refundable key deposit is required. The unfenced storage area is available to the tenants at this time. There is no charge for use of either storage area. However, the Management reserves the right to impose a monthly charge to tenants for use of the storage area in the future. In such case, the Management will give at least "90 days" advance written notice to each affected tenant and the Homeowner's Association. If one has been formed, and the tenants using the facility shall pay the charge on the first of each month, along with the lot rental amount. The storage areas are not common areas and are not part of the lot rental amount charged to tenants. When the storage area is filled, tenants will have to locate other storage facilities. The storage areas will be rented on a "First Come, First Serve" basis. The Park manager reserves the right to approve each item requested for storage.
- H. If Tenant is going away for an extended time and locks his stored item up, a duplicate key must be left with Management in case there is a need to move the item stored.
- I. No recreational vehicle may hook up and use any utilities or services of any mobile home situated in the Park.
- J. Only minor repairs and maintenance of motor vehicles will be permitted in the park. Major motor vehicle repairs will not be permitted under any circumstances.

For the purposes of this Article “minor repairs and maintenance” means any work on a motor vehicle which takes less than six (6) hours to complete and does not involve removal of the engine, transmission, or any other significant portion of the vehicle. Changing oil, adjusting headlights and fixing a flat are examples of “minor repair and maintenance.” “Major motor vehicle repair” means any work on a motor vehicle which is not “minor repair and maintenance.” Any damage caused by dripping oil, gas, or fluids will be repaired at the tenant’s expenses. No repairs or work may be done except in areas designated by the management.

- K. The management specifically reserves the right to restrict the operation of all delivery, transportation, or other vehicular traffic within the park which the management deems to be detrimental to the interests of safety and traffic control, the well-being of the tenants, and the preservation of park grounds and roadways.

VIII. GUESTS

- A. Guests must register with the office in accordance with the provisions of Article II paragraph A of these Rules. The management reserves the right to determine when a purported guest is actually residing in the park.
- B. Tenants are responsible for their guests’ actions and will be held liable for any rule violations or damage caused by their guests.
- C. Tenants may have registered guests for fifteen (15) consecutive days and for a total period of thirty (30) days per calendar year at no charge. Tenants will be charged two (\$2.00) dollars per month per guest for each month, for time periods over one month during a one year period commencing January 1 of each year through December 31 of the year. The maximum visits allowed is cumulative period of ninety (90) days per year. Any guest staying longer than a fifteen day consecutive period must be at least forty-nine (49) years of age. The maximum thirty days for which no additional rental charge is made is cumulative for all guests and does not apply to each guest individually.
- D. Guests cannot occupy the tenant’s mobile home when their host is absent for longer than 24 hours unless they receive the prior written approval of the management.
- E. At no time shall the number of persons sleeping in a mobile home exceed the maximum number permitted by applicable governmental regulations,
- F. Child visitors must obey the rules applying to children in Article XI of these Rules.
- G. Non-resident attendants must register at the office and provide the following information: their name and lot number of the host-employer. Attendants are considered guests for the purposes of determining liability, violations of these Rules and calculation of guest fees, if any. For the purpose of these Rules, “Attendant” means any person, other than the head of the household or members of his immediate family, who supervises or cares for any other person or animal in the park.

- H. Child visitors under the age of 15 years must remain inside the mobile home or on the tenant's lot accompanied by the tenant or an adult member of the tenant's household. Child visitors under the age of 15 using common areas must be accompanied at all times by the tenant or adult member of tenant's household.

IX. VISITING CHILDREN

- A. Visiting children are expected to obey the park rules. Tenants are responsible for visiting children's actions and will be held liable for any rule violations or damage caused by visiting children.
- B. Visiting children are to play in the host's yard only. Visiting children will not be permitted to play in the road under any circumstance.
- C. Visiting children shall not play in such a manner as to disturb their host's neighbors. Visiting children shall not go on other tenant's lot without permission. If the visiting children are not restrained from annoying others the tenant may be evicted.
- D. Visiting children are not to play ball, throw Frisbees or otherwise toss objects in the park.
- E. Visiting children's toys will be picked up and stored inside the mobile home or storage shed each day before sunset.
- F. Visiting children under the age of 15 years must be under an adult's supervision at all times. No child under the age of 15 shall be left unsupervised.

X. PETS

- A. One pet will be allowed per mobile home upon initial entry into the park. No pets may be acquired after initial entry into the park without the prior written approval of the management. This includes pets meant to replace and animal that has died, the offspring of a current pet, and the purchase of a new pet. If tenant acquires a new pet without approval of the management or allows this current pet(s) to violate the rules of this Article, the tenant will be given seven (7) days notice to remove the animal(s). If the animal(s) have not been removed within seven days, the tenant may be evicted. Tenants may not keep or "baby-sit" pets for non-residents, nor are guests allowed to bring pets into the park.
 - 1) The only pets that tenants may own are cats, dogs (a small breed under twenty (20) pounds when fully grown) or small, non-poisonous animals permanently confirmed to a cage or tank within the mobile home (ex. Birds or fish). Dogs such as pit bulls, german shepherds, Doberman pinschers, and other aggressive breeds will not be allowed, even as puppies under twenty (20) pounds. If you have any doubts whether an animal will be allowed in the park, consult the management, first.
 - 2) All vaccinations required by law and in any event, rabies vaccinations, must be obtained by the tenant keeping the pet and all vaccinations must be kept

current. Proof of vaccinations must be furnished to the park management and tenants must have in their possession current certification of immunization.

- B. Tenants must register their pets at the office and give the following information:
 - 1) Name and lot number of the owner.
 - 2) Name, kind, color, and description of pet.
 - 3) Vaccination dates and a copy of vaccination certificates.
 - 4) Veterinarian's name, address and telephone number.
- C. No pet fee is charged at this time.
- D. Tenants are responsible for any personal injury or damage to property caused by their pets.
- E. Pets must live inside the mobile home at all times. Pets must be attended on a leash when outside the mobile home. Any animals found running loose will be taken to the Humane Society. Pets must not be tied up outside the home. If a tenant violates any of these provisions, he will be warned. Upon the third violation, the tenant will be given seven (7) days in which to remove the animal. If the animal has not been otherwise removed within seven (7) days, the tenant may be evicted.
- F. Pets are never allowed in the Clubhouse or Shuffle Board Courts or laundry facility. Pets are only allowed on other tenant's homesites with the consent and invitation of the other tenant.
- G. Pet droppings must be picked up and disposed of immediately by the pet owner. A tenant who does not do so will be warned. Upon the second violation, the tenant will be given seven (7) days in which to remove the animal. If the animal has not been removed within seven (7) days, the tenant may be evicted. Droppings shall be properly disposed of and shall not be thrown into the common areas or roadways.
- H. Pets must not be allowed to bark continuously or otherwise constitute a nuisance to other tenants. If the management receives three legitimate complaints concerning a consistently loud or bothersome animal or of other violations of this Article, the tenant will be given seven (7) days in which to remove the animal . If the animal has not been removed within seven (7) days, the tenant may be evicted.
- I. Pets may be bathed only in the tenant's home or on the tenant's lot.
- J. If a pet bites a person, other than the tenant or members of the household, without provocation, the tenant will be given seven (7) in which to remove the animal. If the animal has not been removed within seven (7) days, the tenant may be evicted.
- K. Breeding of pets is not permitted on the Park grounds.
- L. When walking dogs, clean-up equipment must be carried by the person walking the dog. Animals must be kept away from the flowers and shrubs.
- M. Fines may be imposed by the management for violation of this Article in the amount of \$5.00 per violation.

XI. HOMES ENTERING AND VACATING PREMISES

- A. A prospective tenant wishing to move his mobile home into the park must secure the approval of the management in accordance with Article I, paragraph E.
- B. The mover bringing the home into the park must contact the management on the day of the move so that placement of the home and hookup of utilities may be supervised.
- C. The tenant is responsible for any personal injury or damage to property caused when his home is moved into the park.
- D. The mover must provide mats to protect the grass when moving a home into or out of the park.
- E. Tenants wishing to move their homes out of the park are required to notify the management at least thirty (30) days in advance.
- F. MISSILE VIEW MOBILE HOME PARK shall not deny the Tenant(s) the right to sell tenant's own mobile home within the park. However, if Tenant(s) elect to sell his mobile home during the term of Tenant's lease or during any renewal or extension period thereof, the landlord may require the Purchaser; within thirty (30) days after the sale, as to any and all mobile homes more than ten (10) years old, and in order to preserve both the quality of the Park and especially the health, safety, and welfare of all its residents, to obtain the following:
 - 1) A certificate of inspection and approval issued by the City of Titusville's Building and Zoning Department certifying that the mobile home in question is tied down and anchored in accordance with current State, City and County code requirements.
 - 2) A certificate from a licensed electrician certifying that the electric connections and wiring of the mobile home in question are safe and in accordance with current State, City, and County code requirements.
 - 3) A certificate from a licensed plumber certifying that the plumbing and sewer connections of and to the mobile home in question are in accordance with current State, City, and County code requirements.

If landlord requests Purchaser to produce the above-mentioned certificates within thirty (30) days after the sale and purchasing and the Tenant refuses and/or fails to do so, such failure shall be considered a violation of these Rules and Regulations by the purchasing Tenant(s).

XII. GENERAL RULES

- A. Loud noise is a special problem in mobile home parks because of the proximity of your neighbors. Tenants shall keep their voices, televisions, stereos, or other noises at a moderate level. A "moderate level" means that noise should not be audible within the mobile homes of your immediate neighbors. If a legitimate complaint is received, the offending tenant will be given one warning. If the

tenant violates these provisions a second time, he will be given a final warning. Upon receipt of a third legitimate complaint, the tenant will be evicted.

- B. Public intoxication, disorderly conduct, abusive language, or fighting will not be permitted in the park. A tenant who violates any of these provisions will be warned. Upon receipt of a second legitimate complaint the tenant will be evicted. No alcoholic beverages may be served or consumed in any building which is Park property or on the shuffle board courts. All consumption of alcoholic beverages is restricted to the tenant's home and lot.
- C. No firearms, B-B guns, bow and arrow, sling shot, or other weapon may be used, discharged, or displayed outside the mobile home. A tenant who does so will be warned. If a tenant violates this rule a second time, he will be evicted immediately. If such conduct threatens the safety, health, welfare or peaceful enjoyment of the other Park residents, the Tenant shall be evicted pursuant to chapter 723 of the Florida Statutes.
- D. Non-tenants engaged in selling, soliciting, peddling, or commercial enterprise within the community must have written permission of the management. Tenants may not engage in selling, soliciting, peddling, or commercial enterprises within the community without management's written permission, with the exception that tenants have the right to canvass and solicit as allowed pursuant to Section 723.054, F.S.
- E. Tenants must purchase and display a current mobile home license tag for their mobile home.
- F. Tenants should respect their neighbor's privacy. Tenants may not enter or walk across another tenant's property without his permission.
- G. No tenant shall operate any business from his home in the park and no address in the park may be used as a business address of a tenant. A tenant who violates this provision may be evicted.
- H. Yard sales and garage sales are not permitted on the tenants lots.
- I. Sundays through Friday between the hours of 10:00 P.M. to 8:00 A.M. and Saturdays between the hours of 12:00 P.M. to 8:00 A.M., there shall be no loud noise created by any Tenant, including loud and boisterous talking, loud parties, loud playing of radio or television, loud use of musical instruments or other type activities, including running automobile or other engines, except for transportation purposes, within the Park. Power mowers of other power equipment cannot be operated before 8:00 A.M. nor after 7:00 P.M. on any day of the week.

XIII. MISCELLANEOUS CONDITIONS

- A. Each tenant is obligated to properly comply with any and all orders or requirements of any governmental authority affecting the Tenant's mobile home or his use thereof.

- B. Conviction of any violation of any law, ordinance or Statute of the city, County or State, involving moral turpitude, drugs, weapons or crimes of passion are a violation of these Rules and Regulations. Use of drugs or controlled substances, other than by doctor's prescriptions, within the park, is a violation of these Rules and Regulations.
- C. All solicitations, commercial or otherwise, which are not first cleared by the Management are prohibited in the Park with the exception that Park Tenants have the right to canvass solicit as allowed pursuant tp. 723.054, Florida Statutes.
- D. Legitimate complaints should be reported to the Park Manager.
- E. All mobile home owners should notify the Park Management when leaving the Park for a period of two (2) or more days and leave a forwarding address and telephone number in case of emergency.
- F. All tenants should report vandalism of private or community property to the Park Manager promptly;
- G. The Park Manager cannot permit the use of his business phone by mobile home owners, nor can messages be taken, except in emergencies.
- H. The Park does not furnish or loan tools to any of the residents, so please do not ask.
- I. Fines may be imposed for violations of these Rules and Regulations as described in the Prospectus.

XIV. EVICTION

Tenants may be evicted for any of the following reasons:

- (a) Non-payment of lot rental amount.
- (b) Conviction of a violation of a federal, state or local law or ordinance, which violation may be deemed detrimental to the health, safety or welfare of other residents of the park.
- (c) Violation of any rule or regulations established by the Park, the Rental agreement or Chapter 723 of the Florida Statutes, as prescribed by 723.061, Florida Statutes.
- (d) A change in the use of the land comprising the mobile home or a portion thereof upon one year's written notice to all affected tenant's.
- (e) Failure of the purchaser of a 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.

XV. ATTORNEY'S FEES

- A. In the event of a violation of Chapter 723 of the Florida Statutes, or any other statute, regulation, or ordinance, or violation of any park rule or regulations, or non-payment of rent by the tenant, it becomes necessary to employ as attorney,

whether suit is brought or not, the tenant agrees to pay all reasonable attorney's fees and costs incurred by the management.

XVI. LIABILITY

- A. The management shall not be responsible for loss of damage caused by accident, fire, theft, or acts of God to any mobile home or personal property kept by the tenants or their guests on the park premises.
- B. Tenants are responsible for any personal injury or damage to property caused by the tenants, their families, or their guests.

XVII. REMOVAL OF MOBILE HOME WITHOUT EVICTION

- A. If a tenant's mobile home is abandoned or the tenant dies and no legal heir or other representative can be found and no estate is filled as set forth in Paragraph 16 of the Lease Rental Agreement, the provisions of which are incorporated herein by reference, then tenant's mobile home may be moved into storage pursuant to the provisions of said Paragraph 16.