

*Spanish Lakes
Country Club Village*

1 Las Casitas
Fort Pierce, FL 34951
(772) 466-1553

Dear Resident:

Welcome to Spanish Lakes Country Club Village!

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 Country Club Village,,
Lot # _____, Street _____

Date: _____

SPANISH LAKES COUNTRY CLUB VILLAGE PROSPECTUS
#PRMZ001228-P20545
APPROVED 2002

SPANISH LAKES COUNTRY CLUB VILLAGE

1. THIS PROSPECTUS CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND YOUR FINANCIAL OBLIGATIONS IN LEASING A MOBILE HOME LOT. MAKE SURE 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 FIFTEEN (15) DAYS.

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PROSPECTUS
OF
SPANISH LAKES COUNTRY CLUB VILLAGE

SECTION I

The name of the mobile home park is
SPANISH LAKES COUNTRY CLUB VILLAGE

SECTION II

The location of the mobile home park is
SPANISH LAKES COUNTRY CLUB VILLAGE
1 Las Casitas
Fort Pierce, Florida 34951

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
8000 South U.S. #1
Port St. Lucie, Florida 34952

The name of said person is **Craig Wardell**

SECTION IV

PARK DESCRIPTION

a. The mobile home park is located on the following described property: the east 1/2 of Section 1, TWP 34S, Rge 39E, situate lying and being in St. Lucie County, Florida.

b. Size: The mobile home park encompasses approximately 324 + or - acres.

c. Lot description:

1) The mobile home park has 1300 mobile home spaces. The location of these lots are shown in Exhibit A, i.e., Maps A-1 through A-4. The approximate dimensions of each lot are shown in the text Section IV, pages 7 through 32.

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) 1300 lots will equally share in the use of all recreational facilities located within the park.

d. All improvements serving 1300 mobile home lots are installed and complete. A detailed explanation of the recreational facilities in place, and under construction, can be found in Section V.

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	Appx Size W x L
Arboles Del Norte	1	52 X 109
Arboles Del Norte	2	52 X 109
Arboles Del Norte	3	52 X 109
Arboles Del Norte	4	52 X 109
Arboles Del Norte	6	55 X 98*
Arboles Del Norte	8	70 X 75*
Arboles Del Norte	10	67 X 104
Arboles Del Norte	12	52 X 98*
Arboles Del Norte	14	52 X 109
Arboles Del Norte	15	63 X 109
Arboles Del Norte	16	52 X 109
Arboles Del Norte	17	52 X 109
Arboles Del Norte	18	52 X 109
Arboles Del Norte	19	52 X 109
Arboles Del Norte	20	52 X 109
Arboles Del Norte	21	52 X 109
Arboles Del Norte	22	52 X 109
Arboles Del Norte	23	52 X 109
Arboles Del Norte	24	52 X 109
Arboles Del Norte	25	52 X 109
Arboles Del Norte	26	52 X 109
Arboles Del Norte	27	52 X 109
Arboles Del Norte	28	52 X 109
Arboles Del Norte	29	52 X 109
Arboles Del Norte	30	52 X 109
Arboles Del Norte	31	52 X 109
Arboles Del Norte	32	52 X 109
Arboles Del Norte	33	52 X 109
Arboles Del Norte	34	52 X 109
Arboles Del Norte	35	52 X 109
Arboles Del Norte	36	52 X 109
Arboles Del Norte	37	52 X 109
Arboles Del Norte	38	52 X 109
Arboles Del Norte	39	52 X 109
Arboles Del Norte	40	52 X 109
Arboles Del Norte	41	65 X 109
Arboles Del Norte	42	75 X 109
Azul	1	75 X 109
Azul	2	68 X 109*
Azul	3	46 X 109
Azul	4	46 X 109
Azul	5	55 X 98
Azul	6	108 X 85*
Azul	7	70 X 75*
Azul	9	67 X 87
Azul	11	52 X 98*
Azul	15	52 X 118*
Azul	17	51 X 119
Azul	19	51 X 109
Azul	20	46 X 109

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Street Name	Street Number	Aprx Size
		W x L
Azul	21	51 x 109
Azul	22	46 x 109
Azul	23	51 x 109
Azul	24	46 x 109
Azul	25	51 x 109
Azul	26	51 x 109
Azul	27	51 x 109
Azul	28	51 x 109
Azul	29	55 x 98
Azul	30	55 x 98
Azul	31	70 x 75*
Azul	32	70 x 75*
Azul	33	67 x 104
Azul	34	67 x 104
Azul	35	52 x 98*
Azul	36	52 x 98*
Buenos Aires	1	75 x 109
Buenos Aires	2	75 x 109
Buenos Aires	3	46 x 109
Buenos Aires	4	46 x 109
Buenos Aires	5	55 x 98
Buenos Aires	6	55 x 98
Buenos Aires	7	70 x 75*
Buenos Aires	8	70 x 75*
Buenos Aires	9	67 x 104
Buenos Aires	10	67 x 104
Buenos Aires	11	52 x 98*
Buenos Aires	12	52 x 98*
Bolero	1	52 x 87*
Bolero	2	70 x 109
Bolero	3	70 x 75*
Bolero	4	70 x 75*
Bolero	5	67 x 104
Bolero	6	67 x 104
Bolero	7	52 x 98*
Bolero	8	52 x 98*
Calle De Lagos	1	75 x 115
Calle De Lagos	3	46 x 115
Calle De Lagos	5	46 x 115
Calle De Lagos	7	46 x 115
Calle De Lagos	9	46 x 115
Calle De Lagos	11	46 x 115
Calle De Lagos	15	74.5 x 115*
Calle De Lagos	16	51 x 115
Calle De Lagos	18	51 x 115
Calle De Lagos	20	59 x 115*
Calle De Lagos	22	51 x 115
Calle De Lagos	24	51 x 187*
Calle De Lagos	26	65 x 155*
Calle De Lagos	28	55 x 128*
Calle De Lagos	30	51 x 117*
Calle De Lagos	32	46 x 115
Calle De Lagos	33	45 x 115
Calle De Lagos	34	51 x 115

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Street Name	Street Number	Approx Size	
		W	L
Calle De Lagos	35	46	x 115
Calle De Lagos	36	51	x 115
Calle De Lagos	37	46	x 115
Calle De Lagos	38	51	x 115
Calle De Lagos	39	51	x 115
Calle De Lagos	40	51	x 115
Calle De Lagos	41	51	x 115
Calle De Lagos	42	46	x 115
Calle De Lagos	44	46	x 115
Calle De Lagos	46	46	x 115
Calle De Lagos	48	46	x 115
Calle De Lagos	50	51	x 115
Calle De Lagos	52	51	x 115
Calle De Lagos	54	51	x 115
Calle De Lagos	56	51	x 118
Calle De Lagos	57	63	x 115*
Calle De Lagos	58	51	x 131*
Calle De Lagos	59	57	x 115*
Calle De Lagos	60	51	x 138*
Calle De Lagos	61	48	x 115*
Calle De Lagos	63	51	x 115
Calle De Lagos	65	51	x 115
Calle De Lagos	66	51	x 115*
Calle De Lagos	67	51	x 115
Calle De Lagos	68	168	x 70*
Calle De Lagos	69	41	x 115*
Calle De Lagos	70	134	x 80*
Calle De Lagos	71	57	x 115*
Calle De Lagos	72	115	x 75*
Calle De Lagos	73	57	x 115*
Calle De Lagos	75	57	x 115*
Calle De Lagos	77	57	x 115*
Calle De Lagos	79	55	x 115*
Calle De Lagos	81	46	x 115
Calle De Lagos	83	46	x 115
Calle De Lagos	85	46	x 115
Calle De Lagos	87	56	x 115*
Calle De Lagos	89	66	x 115*
Calle De Lagos	90	51	x 112
Calle De Lagos	91	66	x 115
Calle De Lagos	92	46	x 124*
Calle De Lagos	93	66	x 115*
Calle De Lagos	94	46	x 146*
Calle De Lagos	95	66	x 115*
Calle De Lagos	96	46	x 160*
Calle De Lagos	97	66	x 115*
Calle De Lagos	98	62	x 114*
Calle De Lagos	99	51	x 115
Calle De Lagos	101	49	x 115*
Calle De Lagos	103	59	x 115*
Calle De Lagos	105	59	x 115*
Calle De Lagos	106	53	x 115*
Calle De Lagos	107	59	x 115*
Calle De Lagos	108	51	x 115*
Calle De Lagos	109	66	x 115*

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Street Name	Street Number	Appx Size W x L
Calle De Lagos	110	51 x 115*
Calle De Lagos	111	61 x 115*
Calle De Lagos	112	56 x 115*
Calle De Lagos	113	46 x 115
Calle De Lagos	114	54 x 115*
Calle De Lagos	115	46 x 115
Calle De Lagos	116	46 x 115
Calle De Lagos	117	46 x 115
Calle De Lagos	118	46 x 115
Calle De Lagos	119	51 x 115
Calle De Lagos	120	46 x 115
Calle De Lagos	121	51 x 115
Calle De Lagos	122	51 x 115
Calle De Lagos	123	51 x 115
Calle De Lagos	124	51 x 115
Calle De Lagos	125	75 x 115
Calle De Lagos	126	51 x 115
Calle De Lagos	128	75 x 115
Calle De Lagos	129	75 x 115
Calle De Lagos	130	75 x 115
Calle De Lagos	131	51 x 115*
Calle De Lagos	132	47 x 115*
Calle De Lagos	133	48 x 115*
Calle De Lagos	134	50 x 115*
Calle De Lagos	135	48 x 115*
Calle De Lagos	136	50 x 115*
Calle De Lagos	137	48 x 115*
Calle De Lagos	138	46 x 115*
Calle De Lagos	139	50 x 115*
Calle De Lagos	140	51 x 115
Calle De Lagos	141	51 x 115
Calle De Lagos	142	51 x 115
Calle De Lagos	143	51 x 115
Calle De Lagos	144	51 x 115
Calle De Lagos	145	51 x 115
Calle De Lagos	147	55 x 115*
Calle De Lagos	149	56 x 115*
Calle De Lagos	150	59 x 115*
Calle De Lagos	152	59 x 115*
Calle De Lagos	154	49 x 115
Calle De Lagos	156	51 x 115
Calle De Lagos	157	46 x 115
Calle De Lagos	159	46 x 115
Calle De Lagos	161	51 x 115
Calle De Lagos	163	60 x 115*
Calle De Lagos	165	68 x 115*
Calle De Lagos	167	68 x 115*
Calle De Lagos	169	68 x 115*

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<u>Street Name</u>	<u>Street Number</u>	<u>Aprx Size</u> <u>W x L</u>
Calle De Lagos	171	53 x 115*
Calle De Lagos	172	47 x 115
Calle De Lagos	174	48 x 120
Calle De Lagos	176	48 x 134*
Calle De Lagos	178	50 x 156*
Calle De Lagos	180	50 x 182*
Calle De Lagos	181	59 x 116*
Calle De Lagos	183	60 x 116*
Calle De Lagos	184	76 x 185*
Calle De Lagos	185	51 x 115
Calle De Lagos	186	62 x 136*
Calle De Lagos	187	51 x 115
Calle De Lagos	188	52 x 117*
Calle De Lagos	189	51 x 115
Calle De Lagos	190	46 x 115
Calle De Lagos	191	73 x 222*
Calle De Lagos	192	65 x 115
Cordillera	1	77 x 132*
Cordillera	2	75 x 100*
Cordillera	3	46 x 114
Cordillera	4	46 x 107
Cordillera	5	46 x 109
Cordillera	6	46 x 109
Cordillera	7	46 x 109
Cordillera	8	51 x 109
Cordillera	9	46 x 109
Cordillera	10	53 x 109
Cordillera	11	53 x 109
Cordillera	15	70 x 75*
Cordillera	16	70 x 75*
Cordillera	17	67 x 104
Cordillera	18	67 x 104
Cordillera	19	52 x 98
Cordillera	20	52 x 98
Danzar	1	75 x 109
Danzar	2	75 x 109
Danzar	3	46 x 109
Danzar	4	46 x 109
Danzar	5	46 x 109
Danzar	6	46 x 109
Danzar	7	51 x 109
Danzar	8	51 x 109
Danzar	9	51 x 109
Danzar	10	51 x 109
Danzar	11	51 x 109
Danzar	12	51 x 109
Danzar	15	53 x 109
Danzar	16	53 x 109
Danzar	17	70 x 75*

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Street Name	Street Number	Aprx Size	
		W	x L
Danzar	18	70	x 75*
Danzar	19	67	x 104
Danzar	20	67	x 104
Danzar	21	52	x 98*
Danzar	22	52	x 98*
Ecuador Court	1	76	x 96*
Ecuador Court	2	94	x 98*
Ecuador Court	3	45	x 109
Ecuador Court	4	51	x 109
Ecuador Court	5	51	x 109*
Ecuador Court	6	53	x 109*
Ecuador Court	7	51	x 109*
Ecuador Court	8	53	x 109*
Ecuador Court	9	56	x 109*
Ecuador Court	10	53	x 109*
Ecuador Court	11	55	x 98*
Ecuador Court	12	53	x 109*
Ecuador Court	14	61	x 98*
Ecuador Court	15	70	x 75*
Ecuador Court	16	70	x 75*
Ecuador Court	17	52	x 98*
Ecuador Court	18	67	x 104
Ecuador Court	20	52	x 98*
Ecuador Way	1	81	x 110*
Ecuador Way	2	67	x 109*
Ecuador Way	3	51	x 109
Ecuador Way	4	46	x 109
Ecuador Way	5	51	x 109
Ecuador Way	6	46	x 109
Ecuador Way	7	51	x 109
Ecuador Way	8	51	x 109
Ecuador Way	9	51	x 109
Ecuador Way	10	51	x 109
Ecuador Way	11	51	x 109
Ecuador Way	12	51	x 109
Ecuador Way	14	51	x 109
Ecuador Way	15	51	x 109
Ecuador Way	16	51	x 109
Ecuador Way	17	46	x 109
Ecuador Way	18	51	x 109
Ecuador Way	19	46	x 109
Ecuador Way	20	51	x 109
Ecuador Way	21	46	x 109
Ecuador Way	22	51	x 109
Ecuador Way	23	46	x 109
Ecuador Way	24	51	x 109
Ecuador Way	25	51	x 109
Ecuador Way	26	52	x 109*
Ecuador Way	27	51	x 109
Ecuador Way	28	74	x 111*
Ecuador Way	29	58	x 109*
Ecuador Way	31	59	x 109*
Ecuador Way	33	54	x 109*

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Street Name	Street Number	Apprx Size W x L
Ecuador Way	35	51 x 109
Ecuador Way	37	51 x 109
Ecuador Way	38	51 x 109
Ecuador Way	39	49 x 109*
Ecuador Way	40	60 x 109*
Ecuador Way	41	62 x 109*
Ecuador Way	42	55 x 109*
Ecuador Way	44	55 x 109*
Ecuador Way	45	51 x 109*
Ecuador Way	46	47 x 109*
Ecuador Way	47	46 x 109
Ecuador Way	48	51 x 109
Ecuador Way	49	51 x 109
Ecuador Way	50	51 x 109
Ecuador Way	51	75 x 109
Ecuador Way	52	75 x 109
Felicidad Court	1	75 x 84*
Felicidad Court	2	51 x 123*
Felicidad Court	3	70 x 75*
Felicidad Court	4	55 x 99*
Felicidad Court	5	67 x 104
Felicidad Court	6	70 x 75*
Felicidad Court	7	52 x 98*
Felicidad Court	8	67 x 104
Felicidad Court	10	52 x 98*
Flores Del Norte	1	55 X 109
Flores Del Norte	2	78 X 109*
Flores Del Norte	3	52 X 109
Flores Del Norte	4	52 X 109
Flores Del Norte	5	52 X 109
Flores Del Norte	6	46 X 109
Flores Del Norte	7	52 X 109
Flores Del Norte	8	46 X 109
Flores Del Norte	9	55 X 98*
Flores Del Norte	11	70 X 75*
Flores Del Norte	15	67 X 104
Flores Del Norte	17	52 X 98*
Flores Del Norte	19	52 X 109
Flores Del Norte	20	63 X 108*
Flores Del Norte	21	52 X 109
Flores Del Norte	22	46 X 109
Flores Del Norte	23	52 X 109
Flores Del Norte	24	46 X 109
Flores Del Norte	25	52 X 109
Flores Del Norte	26	46 X 109
Flores Del Norte	27	52 X 109
Flores Del Norte	28	46 X 109
Flores Del Norte	29	52 X 109
Flores Del Norte	30	46 X 109

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Street Name	Street Number	Approx Size
		W x L
Flores Del Norte	31	52 X 109
Flores Del Norte	32	46 X 109
Flores Del Norte	33	52 X 109
Flores Del Norte	34	46 X 109
Flores Del Norte	35	52 X 109
Flores Del Norte	36	63 X 108*
Flores Del Norte	37	52 X 109
Flores Del Norte	39	52 X 98*
Flores Del Norte	41	67 X 104
Flores Del Norte	43	70 X 75*
Flores Del Norte	45	55 X 98*
Flores Del Norte	47	46 X 109
Flores Del Norte	48	52 X 109
Flores Del Norte	49	46 X 109
Flores Del Norte	50	52 X 109
Flores Del Norte	51	46 X 109
Flores Del Norte	52	52 X 109
Flores Del Norte	53	46 X 109
Flores Del Norte	54	52 X 109
Flores Del Norte	55	46 X 109
Flores Del Norte	56	52 X 109
Flores Del Norte	57	46 X 109
Flores Del Norte	58	52 X 109
Flores Del Norte	59	51 X 109
Flores Del Norte	60	52 X 109
Flores Del Norte	61	51 X 109
Flores Del Norte	62	52 X 109
Flores Del Norte	63	52 X 109
Flores Del Norte	64	52 X 109
Flores Del Norte	65	52 X 109
Flores Del Norte	66	52 X 109
Flores Del Norte	67	52 X 109
Flores Del Norte	68	48 X 109
Flores Del Norte	69	52 X 109
Flores Del Norte	71	55 X 98*
Flores Del Norte	73	70 X 75*
Flores Del Norte	75	67 X 104
Flores Del Norte	77	52 X 98*
Flores Del Norte	79	52 X 111
Flores Del Norte	80	67 X 109*
Flores Del Norte	81	52 X 111
Flores Del Norte	82	52 X 109
Flores Del Norte	83	52 X 109
Flores Del Norte	84	52 X 109
Flores Del Norte	85	46 X 109
Flores Del Norte	86	52 X 109
Flores Del Norte	87	52 X 109
Flores Del Norte	88	52 X 109

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Street Name	Street Number	Aprx Size
		W x L
Flores Del Norte	89	52 X 109
Flores Del Norte	90	75 X 109
Flores Del Norte	91	65 X 109
Grande Camino Court	1	79 x 98*
Grande Camino Court	2	79 x 98*
Grande Camino Court	3	70 x 75*
Grande Camino Court	4	70 x 75*
Grande Camino Court	5	67 x 104
Grande Camino Court	6	67 x 104
Grande Camino Court	7	52 x 98*
Grande Camino Court	8	52 x 98*
Grande Camino Place	1	79 x 98*
Grande Camino Place	2	79 x 98*
Grande Camino Place	3	70 x 75*
Grande Camino Place	4	70 x 75*
Grande Camino Place	5	67 x 104
Grande Camino Place	6	67 x 104
Grande Camino Place	7	52 x 98*
Grande Camino Place	8	52 x 98*
Grande Camino Way	24	79 x 109
Grande Camino Way	25	62 x 109
Grande Camino Way	26	51 x 109
Grande Camino Way	27	52 x 109
Grande Camino Way	28	51 x 109
Grande Camino Way	29	52 x 109
Grande Camino Way	30	51 x 109
Grande Camino Way	31	52 x 109
Grande Camino Way	32	51 x 109
Grande Camino Way	33	52 x 109
Grande Camino Way	34	67 x 109*
Grande Camino Way	35	52 x 111
Grande Camino Way	37	52 x 111
Grande Camino Way	39	52 x 98*
Grande Camino Way	41	67 x 104
Grande Camino Way	43	70 x 75*
Grande Camino Way	45	55 x 98
Grande Camino Way	47	51 x 109
Grande Camino Way	49	51 x 109
Grande Camino Way	51	51 x 109
Grande Camino Way	53	51 x 109
Grande Camino Way	55	51 x 109
Grande Camino Way	57	51 x 109
Grande Camino Way	59	46 x 110
Grande Camino Way	61	46 x 110
Grande Camino Way	63	46 x 110
Grande Camino Way	65	46 x 110
Grande Camino Way	67	46 x 110
Grande Camino Way	69	46 x 110
Grande Camino Way	71	52 x 113
Grande Camino Way	73	52 x 99*
Grande Camino Way	75	67 x 105
Grande Camino Way	77	70 x 75*
Grande Camino Way	78	67 x 109*
Grande Camino Way	79	55 x 98*
Grande Camino Way	80	51 x 109

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
Grande Camino Way	81	47 x 109
Grande Camino Way	82	51 x 109
Grande Camino Way	83	47 x 109
Grande Camino Way	84	51 x 109
Grande Camino Way	85	47 x 109
Grande Camino Way	86	51 x 109
Grande Camino Way	87	46 x 109
Grande Camino Way	88	79 x 109*
Grande Camino Way	89	72 x 109*
Ipanema Way	29	50 x 109
Ipanema Way	30	79 X 109
Ipanema Way	31	47 X 109
Ipanema Way	32	51 X 109
Ipanema Way	33	47 X 109
Ipanema Way	34	51 X 109
Ipanema Way	35	51 X 109
Ipanema Way	36	51 X 109
Ipanema Way	37	51 X 109
Ipanema Way	38	51 X 109
Ipanema Way	39	51 X 109
Ipanema Way	40	46 X 109
Ipanema Way	41	46 x 109
Ipanema Way	42	46 X 109
Ipanema Way	43	46 x 109
Ipanema Way	44	46 X 109
Ipanema Way	45	49 x 109
Ipanema Way	46	46 x 109
Ipanema Way	47	46 X 109
Ipanema Way	48	46 X 109
Ipanema Way	49	46 X 109
Ipanema Way	50	46 X 109
Ipanema Way	51	46 X 109
Ipanema Way	52	51 X 109
Ipanema Way	53	51 X 109
Ipanema Way	54	51 X 109
Ipanema Way	55	51 X 109
Ipanema Way	56	51 X 109
Ipanema Way	57	51 X 109
Ipanema Way	58	51 X 109
Ipanema Way	59	51 x 109
Ipanema Way	60	69 x 109*
Ipanema Way	61	51 X 109
Ipanema Way	63	52 X 114
Ipanema Way	65	52 X 98*
Ipanema Way	67	67 X 104
Ipanema Way	69	70 x 75*
Ipanema Way	71	55 x 109*
Ipanema Way	73	46 x 109
Ipanema Way	74	51 x 109
Ipanema Way	75	46 x 109
Ipanema Way	76	46 x 109
Ipanema Way	77	51 x 109

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
Ipanema Way	78	46 x 109
Ipanema Way	79	51 x 109
Ipanema Way	80	46 x 109
Ipanema Way	81	79 x 109*
Ipanema Way	82	80 x 109*
Jose Martin	1	80 x 109*
Jose Martin	2	80 x 109*
Jose Martin	3	64 x 109*
Jose Martin	4	69 x 109*
Jose Martin	5	74 x 109*
Jose Martin	6	74 x 109*
Joya	1	78 x 63*
Joya	2	85 x 66*
Joya	3	86 x 104*
Joya	4	67 x 104
Joya	5	52 x 98
Joya	6	52 x 98
Julia	1	67 x 109
Julia	2	67 x 109
Julia	3	46 x 109
Julia	4	46 x 109
Julia	5	51 x 109
Julia	6	51 x 109
Julia	7	51 x 109
Julia	8	51 x 109
Julia	9	55 x 109*
Julia	10	55 x 109*
Julia	11	70 x 75*
Julia	12	70 x 75*
Julia	14	67 x 104
Julia	15	67 x 104
Julia	16	52 x 98*
Julia	17	52 x 98*
La Puente Del Norte	1	52 x 109
La Puente Del Norte	3	52 x 109
La Puente Del Norte	5	52 x 109
La Puente Del Norte	6	65 x 109
La Puente Del Norte	7	52 x 109
La Puente Del Norte	8	52 x 109
La Puente Del Norte	9	52 x 109
La Puente Del Norte	10	52 x 109
La Puente Del Norte	11	52 x 109
La Puente Del Norte	12	52 x 109
La Puente Del Norte	14	52 x 109
La Puente Del Norte	15	52 x 109
La Puente Del Norte	16	52 x 109
La Puente Del Norte	17	52 x 109
La Puente Del Norte	18	46 x 109
La Puente Del Norte	19	52 x 109

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
La Puente Del Norte	20	46 x 109
La Puente Del Norte	21	52 x 109
La Puente Del Norte	22	46 x 109
La Puente Del Norte	23	52 x 109
La Puente Del Norte	24	52 x 109
La Puente Del Norte	25	46 x 109
La Puente Del Norte	26	52 x 109
La Puente Del Norte	27	46 x 109
La Puente Del Norte	28	52 x 109
La Puente Del Norte	29	46 x 109
La Puente Del Norte	30	64 x 130*
La Puente Del Norte	31	46 x 109
La Puente Del Norte	33	52 x 109
La Puente Del Norte	35	52 x 109
La Puente Del Norte	37	52 x 98*
La Puente Del Norte	39	67 x 104
La Puente Del Norte	41	70 x 75*
La Puente Del Norte	43	55 x 98*
La Puente Del Norte	44	52 x 109
La Puente Del Norte	45	52 x 109
La Puente Del Norte	46	52 x 109
La Puente Del Norte	47	52 x 109
La Puente Del Norte	48	52 x 109
La Puente Del Norte	49	52 x 109
La Puente Del Norte	50	75 x 109*
La Puente Del Norte	51	56 x 103*
La Villa Court	1	81 x 109*
La Villa Court	2	75 x 109*
La Villa Court	3	46 x 109
La Villa Court	4	46 x 109
La Villa Court	5	46 x 109
La Villa Court	6	46 x 109
La Villa Court	7	46 x 109
La Villa Court	8	46 x 109
La Villa Court	9	51 x 109
La Villa Court	10	51 x 109
La Villa Court	11	51 x 109
La Villa Court	12	51 x 109
La Villa Court	14	55 x 98*
La Villa Court	15	55 x 98*
La Villa Court	16	70 x 75*
La Villa Court	17	70 x 75*
La Villa Court	18	67 x 104
La Villa Court	19	67 x 104
La Villa Court	20	52 x 98*
La Villa Court	21	52 x 98*
La Villa Way	1	115 x 91*
La Villa Way	2	75 x 109*

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	Aprx Size W x L
La Villa Way	4	51 x 109
La Villa Way	5	49 x 109*
La Villa Way	6	52 x 109*
La Villa Way	7	60 x 109*
La Villa Way	8	54 x 109*
La Villa Way	10	50 x 109*
La Villa Way	11	60 x 109*
La Villa Way	12	50 x 109*
La Villa Way	14	51 x 109*
La Villa Way	15	54 x 109*
La Villa Way	16	69 x 145*
La Villa Way	17	69 x 109*
La Villa Way	18	60 x 116*
La Villa Way	19	46 x 109
La Villa Way	20	52 x 109*
La Villa Way	21	46 x 109
La Villa Way	22	51 x 109
La Villa Way	23	46 x 109
La Villa Way	24	51 x 109
La Villa Way	25	46 x 109
La Villa Way	26	51 x 109
La Villa Way	27	46 x 109
La Villa Way	28	51 x 109
La Villa Way	29	51 x 109
La Villa Way	30	51 x 109
La Villa Way	31	51 x 109
La Villa Way	32	51 x 109
La Villa Way	33	51 x 109
La Villa Way	34	46 x 109
La Villa Way	36	46 x 109
La Villa Way	37	51 x 109
La Villa Way	38	46 x 109
La Villa Way	39	46 x 109
La Villa Way	40	46 x 109
La Villa Way	41	46 x 109
La Villa Way	42	46 x 109
La Villa Way	43	67 x 113*
La Villa Way	44	51 x 112*
La Villa Way	46	51 x 128*
La Villa Way	48	52 x 125*
La Villa Way	50	52 x 98*
La Villa Way	52	67 x 104
La Villa Way	54	70 x 75*
La Villa Way	55	65 x 115*
La Villa Way	56	55 x 109*
La Villa Way	58	51 x 109
La Villa Way	59	46 x 109

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
La Villa Way	60	51 x 109
La Villa Way	61	46 x 109
La Villa Way	62	51 x 109
La Villa Way	63	51 x 109
La Villa Way	64	67 x 104*
La Villa Way	65	51 x 116*
Lagos Del Norte	1	80 x 109*
Lagos Del Norte	2	67 x 109
Lagos Del Norte	3	51 x 109
Lagos Del Norte	4	46 x 109
Lagos Del Norte	5	51 x 109
Lagos Del Norte	6	51 x 109
Lagos Del Norte	7	51 x 109
Lagos Del Norte	8	51 x 109
Lagos Del Norte	9	51 x 109*
Lagos Del Norte	10	57 x 109
Lagos Del Norte	11	51 x 109
Lagos Del Norte	12	57 x 109
Lagos Del Norte	14	57 x 109
Lagos Del Norte	15	51 x 109
Lagos Del Norte	16	58 x 109
Lagos Del Norte	17	51 x 109
Lagos Del Norte	19	51 x 109
Lagos Del Norte	20	58 x 109*
Lagos Del Norte	21	46 x 109
Lagos Del Norte	22	51 x 109
Lagos Del Norte	23	46 x 109
Lagos Del Norte	24	65 x 109*
Lagos Del Norte	25	46 x 109
Lagos Del Norte	26	65 x 109*
Lagos Del Norte	27	46 x 109
Lagos Del Norte	28	56 x 109*
Lagos Del Norte	29	46 x 109
Lagos Del Norte	30	69 x 109*
Lagos Del Norte	31	54 x 109*
Lagos Del Norte	32	58 x 109*
Lagos Del Norte	33	58 x 109*
Lagos Del Norte	34	52 x 109
Lagos Del Norte	35	58 x 109*
Lagos Del Norte	36	52 x 109
Lagos Del Norte	37	58 x 109*
Lagos Del Norte	38	52 x 109
Lagos Del Norte	40	52 x 109
Lagos Del Norte	42	65 x 109
Lagos Del Norte	44	46 x 109
Lagos Del Norte	46	46 x 109
Lagos Del Norte	48	46 x 109
Lagos Del Norte	50	46 x 109
Lagos Del Norte	52	46 x 109
Lagos Del Norte	54	52 x 109

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	Aprx Size
		W x L
Lagos Del Norte	56	52 x 109
Lagos Del Norte	58	52 x 109
Lagos Del Norte	60	52 x 109
Lagos Del Norte	62	52 x 109
Lagos Del Norte	64	52 x 109
Lagos Del Norte	66	54 x 113*
Lagos Del Norte	68	56 x 113*
Lagos Del Norte	70	46 x 109
Lagos Del Norte	71	52 x 111
Lagos Del Norte	72	46 x 109
Lagos Del Norte	73	53 x 113*
Lagos Del Norte	74	46 x 109
Lagos Del Norte	75	52 x 121*
Lagos Del Norte	76	46 x 109
Lagos Del Norte	77	52 x 126*
Lagos Del Norte	78	46 x 109
Lagos Del Norte	80	46 x 109
Lagos Del Norte	81	51 x 109
Lagos Del Norte	82	46 x 109
Lagos Del Norte	83	46 x 109
Lagos Del Norte	84	46 x 109
Lagos Del Norte	85	46 x 109
Lagos Del Norte	86	46 x 109
Lagos Del Norte	87	46 x 109
Lagos Del Norte	88	46 x 108
Lagos Del Norte	89	49 x 111
Lagos Del Norte	90	73 x 113*
Lagos Del Norte	91	49 x 142*
Las Casitas	2	48 x 117*
Las Casitas	4	51 x 108
Las Casitas	6	51 x 109
Las Casitas	8	45 x 109
Las Casitas	10	58 x 114*
Las Casitas	12	63 x 134*
Las Casitas	14	66 x 137*
Las Casitas	16	59 x 117*
Las Casitas	18	53 x 109*
Las Casitas	20	51 x 109
Las Casitas	22	51 x 109
Las Casitas	24	51 x 109
Las Casitas	26	54 x 110*
Las Casitas	27	52 x 109*
Las Casitas	29	52 x 109*
Las Casitas	31	52 x 109*
Las Casitas	33	52 x 109
Las Casitas	34	148 x 52*
Las Casitas	35	52 x 109*
Las Casitas	36	46 x 109
Las Casitas	37	52 x 109*
Las Casitas	38	46 x 109

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	Aprx Size
		W x L
Las Casitas	39	51 x 109
Las Casitas	41	51 x 109
Las Casitas	43	51 x 109
Las Casitas	44	46 x 109
Las Casitas	45	46 x 109
Las Casitas	46	51 x 109
Las Casitas	47	51 x 109
Las Casitas	48	51 x 109
Las Casitas	49	51 x 109
Las Casitas	50	51 x 109
Las Casitas	51	51 x 109
Las Casitas	52	46 x 109
Las Casitas	53	51 x 109
Las Casitas	54	46 x 109
Las Casitas	55	51 x 109
Las Casitas	56	46 x 109*
Las Casitas	57	51 x 109*
Las Casitas	58	50 x 109*
Las Casitas	59	48 x 109*
Las Casitas	60	51 x 115*
Las Casitas	61	48 x 109*
Las Casitas	63	46 x 109*
Las Casitas	65	55 x 109*
Las Casitas	67	55 x 109*
Las Casitas	68	56 x 109*
Las Casitas	69	49 x 109*
Las Casitas	70	46 x 109
Las Casitas	71	46 x 109
Las Casitas	72	46 x 109
Las Casitas	73	63 x 109
Las Casitas	74	46 x 109
Las Casitas	75	60 x 109
Las Casitas	76	46 x 109
Las Casitas	77	51 x 109*
Las Casitas	78	51 x 109*
Las Casitas	79	64 x 109*
Las Casitas	80	57 x 109*
Las Casitas	81	52 x 98*
Las Casitas	82	70 x 75*
Las Casitas	83	70 x 75*
Las Casitas	84	67 x 104*
Las Casitas	85	67 x 104*
Las Casitas	86	52 x 98
Las Casitas	87	52 x 98
Montoya	1	88 x 111*
Montoya	2	53 x 109
Montoya	3	51 x 109
Montoya	4	46 x 109
Montoya	5	51 x 109
Montoya	6	51 x 109

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Street Name	Street Number	Aprx Size
		W x L
Montoya	7	51 x 109
Montoya	8	51 x 109
Montoya	9	51 x 109
Montoya	10	51 x 109
Montoya	11	51 x 109
Montoya	12	51 x 109
Montoya	14	55 x 98*
Montoya	15	63 x 109*
Montoya	16	70 x 75*
Montoya	18	67 x 104
Montoya	20	52 x 98*
Montoya	22	52 x 111
Montoya	24	52 x 111
Montoya	26	52 x 111
Montoya	28	52 x 111
Montoya	30	52 x 98*
Montoya	32	67 x 104
Montoya	34	70 x 75*
Montoya	35	63 x 109*
Montoya	36	55 x 98*
Montoya	37	51 x 109
Montoya	38	51 x 109
Montoya	39	51 x 109
Montoya	40	51 x 109
Montoya	41	51 x 109
Montoya	42	51 x 109
Montoya	43	46 x 109
Montoya	44	51 x 109
Montoya	45	46 x 109
Montoya	46	51 x 109
Montoya	47	46 x 109
Montoya	48	51 x 114
Montoya	49	65 x 109*
Montoya	50	51 x 134*
Montoya	52	46 x 155*
Nuestra Isla	1	88 x 125*
Nuestra Isla	2	79 x 109*
Nuestra Isla	3	55 x 98*
Nuestra Isla	4	55 x 98*
Nuestra Isla	5	70 x 75*
Nuestra Isla	6	70 x 75*
Nuestra Isla	7	67 x 104
Nuestra Isla	8	67 x 104
Nuestra Isla	9	52 x 98*
Nuestra Isla	10	52 x 98*
Octavio	1	80 x 109*
Octavio	2	75 x 109*
Octavio	3	46 x 109
Octavio	4	51 x 109
Octavio	5	46 x 109

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Street Name	Street Number	Aprx Size W x L
Octavio	6	51 x 109
Octavio	7	51 x 109
Octavio	8	51 x 109
Octavio	9	51 x 109
Octavio	10	51 x 109
Octavio	11	51 x 109
Octavio	12	51 x 109
Octavio	14	55 x 98*
Octavio	15	51 x 109
Octavio	16	70 x 75*
Octavio	17	55 x 98*
Octavio	18	67 x 104
Octavio	19	70 x 75*
Octavio	20	52 x 98*
Octavio	21	67 x 104
Octavio	23	52 x 98*
Peru	1	81 x 101*
Peru	2	69 x 97*
Peru	3	70 x 75*
Peru	4	70 x 75*
Peru	5	67 x 104
Peru	6	67 x 104
Peru	7	52 x 98*
Peru	8	52 x 98*
Puerto Sol	1	70 x 97*
Puerto Sol	2	106 x 81*
Puerto Sol	3	70 x 75*
Puerto Sol	4	67 x 104
Puerto Sol	5	67 x 104
Puerto Sol	6	52 x 98*
Puerto Sol	7	52 x 98*
Quito	1	69 x 98*
Quito	2	69 x 98*
Quito	3	70 x 75*
Quito	4	70 x 75*
Quito	5	67 x 104
Quito	6	67 x 104
Quito	7	52 x 98*
Quito	8	52 x 98*
Rio De Palmas	1	67 x 115*
Rio De Palmas	2	70 x 98*
Rio De Palmas	4	70 x 75*
Rio De Palmas	6	67 x 104
Rio De Palmas	8	52 x 98*
Rio De Palmas	10	52 x 109
Rio De Palmas	12	51 x 109
Rio De Palmas	14	51 x 109
Rio De Palmas	15	46 x 115
Rio De Palmas	16	51 x 109
Rio De Palmas	17	46 x 115

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Street Name	Street Number	Approx Size
		W x L
Rio De Palmas	18	51 x 109
Rio De Palmas	19	46 x 115
Rio De Palmas	20	51 x 109
Rio De Palmas	21	46 x 115
Rio De Palmas	22	51 x 109
Rio De Palmas	23	46 x 115
Rio De Palmas	24	52 x 98*
Rio De Palmas	25	46 x 115
Rio De Palmas	26	70 x 75*
Rio De Palmas	27	46 x 104*
Rio De Palmas	28	67 x 104
Rio De Palmas	29	70 x 81*
Rio De Palmas	30	52 x 98*
Rio De Palmas	31	73 x 104
Rio De Palmas	33	52 x 98
San Felipe	1	46 x 134*
San Felipe	2	95 x 85*
San Felipe	3	46 x 114
San Felipe	4	51 x 109
San Felipe	5	51 x 109
San Felipe	6	46 x 109
San Felipe	7	46 x 109
San Felipe	8	55 x 98*
San Felipe	9	55 x 98*
San Felipe	10	70 x 75*
San Felipe	11	70 x 75*
San Felipe	12	67 x 104
San Felipe	14	52 x 98*
San Felipe	15	67 x 104
San Felipe	17	52 x 98*
San Luis Obispo	1	75 x 109
San Luis Obispo	3	51 x 109
San Luis Obispo	5	51 x 109
San Luis Obispo	7	51 x 109
San Luis Obispo	9	51 x 109
San Luis Obispo	10	70 x 141*
San Luis Obispo	11	55 x 109*
San Luis Obispo	12	83 x 110*
San Luis Obispo	14	78 x 110*
San Luis Obispo	15	57 x 109
San Luis Obispo	16	78 x 110*
San Luis Obispo	17	57 x 109*
San Luis Obispo	18	91 x 104*
San Luis Obispo	19	57 x 109*
San Luis Obispo	20	62 x 103*
San Luis Obispo	21	52 x 109*
San Luis Obispo	22	57 x 123*
San Luis Obispo	23	51 x 109
San Luis Obispo	24	62 x 95*
San Luis Obispo	25	53 x 109*

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
San Luis Obispo	26	87 x 69*
San Luis Obispo	27	62 x 109*
San Luis Obispo	29	62 x 109*
San Luis Obispo	31	54 x 98*
San Luis Obispo	33	70 x 75*
San Luis Obispo	34	49 x 110*
San Luis Obispo	35	67 x 104
San Luis Obispo	37	52 x 98
San Luis Obispo	39	56 x 111
San Luis Obispo	40	51 x 100
San Luis Obispo	41	51 x 109
San Luis Obispo	42	51 x 104
San Luis Obispo	43	51 x 109
San Luis Obispo	44	51 x 109
San Luis Obispo	45	51 x 109
San Luis Obispo	46	51 x 109
San Luis Obispo	47	51 x 109
San Luis Obispo	48	51 x 109
San Luis Obispo	49	51 x 109
San Luis Obispo	50	51 x 109
San Luis Obispo	51	51 x 109
San Luis Obispo	52	51 x 109
San Luis Obispo	53	51 x 109
San Luis Obispo	54	51 x 109
San Luis Obispo	55	51 x 109
San Luis Obispo	56	51 x 109
San Luis Obispo	57	51 x 109
San Luis Obispo	59	51 x 111
San Luis Obispo	61	52 x 111
San Luis Obispo	63	52 x 98
San Luis Obispo	65	67 x 104
San Luis Obispo	67	70 x 75*
San Luis Obispo	69	55 x 98
San Luis Obispo	70	63 x 109*
San Luis Obispo	71	46 x 109
San Luis Obispo	72	51 x 109
San Luis Obispo	73	51 x 109
San Luis Obispo	74	51 x 109
San Luis Obispo	75	51 x 109
San Luis Obispo	76	51 x 109
San Luis Obispo	77	51 x 109
San Luis Obispo	78	51 x 109
San Luis Obispo	79	51 x 109
San Luis Obispo	80	46 x 109
San Luis Obispo	81	58 x 111*
San Luis Obispo	82	55 x 109*
San Luis Obispo	83	54 x 133*
San Luis Obispo	88	56 x 109*
San Luis Obispo	90	75 x 109
San Roberto	1	75 x 109

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	Aprx Size W x L
San Roberto	2	75 x 109
San Roberto	3	51 x 109
San Roberto	4	51 x 109
San Roberto	5	51 x 109
San Roberto	6	51 x 109
San Roberto	7	51 x 109
San Roberto	8	51 x 109
San Roberto	9	51 x 109
San Roberto	10	51 x 109
San Roberto	11	46 x 109
San Roberto	12	51 x 109
San Roberto	14	55 x 98*
San Roberto	15	46 x 109
San Roberto	16	70 x 75*
San Roberto	17	48 x 107*
San Roberto	18	67 x 104
San Roberto	20	52 x 98*
San Roberto	22	47 x 109
San Roberto	24	46 x 109
San Roberto	26	52 x 109
San Roberto	28	46 x 109
San Roberto	30	47 x 109
San Roberto	32	52 x 98*
San Roberto	34	67 x 104
San Roberto	35	48 x 107*
San Roberto	36	70 x 75*
San Roberto	37	46 x 109
San Roberto	38	55 x 98*
San Roberto	39	46 x 109
San Roberto	40	46 x 109
San Roberto	42	51 x 109
San Roberto	43	51 x 109
San Roberto	44	51 x 109
San Roberto	45	51 x 109
San Roberto	46	51 x 109
San Roberto	47	51 x 109
San Roberto	48	51 x 109
San Roberto	49	51 x 109
San Roberto	50	51 x 109
San Roberto	51	76 x 109
San Roberto	52	84 x 109*
Sierra Del Norte	2	65 x 109
Sierra Del Norte	4	46 x 109
Sierra Del Norte	6	46 x 109
Sierra Del Norte	7	52 x 109
Sierra Del Norte	8	46 x 109
Sierra Del Norte	9	52 x 109
Sierra Del Norte	10	46 x 109
Sierra Del Norte	11	52 x 109
Sierra Del Norte	12	46 x 109

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
Sierra Del Norte	14	52 x 109
Sierra Del Norte	15	52 x 109
Sierra Del Norte	16	52 x 109
Sierra Del Norte	17	52 x 109
Sierra Del Norte	18	52 x 109
Sierra Del Norte	19	52 x 109
Sierra Del Norte	20	52 x 109
Sierra Del Norte	22	52 x 109
Sierra Del Norte	24	52 x 115*
Sierra Del Norte	26	52 x 120*
Sierra Del Norte	28	52 x 109
Sierra Del Norte	30	52 x 109
Sierra Del Norte	31	46 x 109
Sierra Del Norte	32	52 x 109
Sierra Del Norte	33	46 x 109
Sierra Del Norte	34	52 x 109
Sierra Del Norte	35	52 x 109
Sierra Del Norte	36	52 x 109
Sierra Del Norte	37	52 x 109
Sierra Del Norte	38	52 x 109
Sierra Del Norte	39	52 x 109
Sierra Del Norte	40	46 x 109
Sierra Del Norte	41	52 x 109
Sierra Del Norte	42	46 x 109
Sierra Del Norte	43	52 x 109
Sierra Del Norte	44	46 x 109
Sierra Del Norte	45	52 x 109
Sierra Del Norte	46	46 x 109
Sierra Del Norte	47	73 x 109*
Sierra Del Norte	48	102 x 109*
Tosca	1	76 x 108*
Tosca	2	58 x 109*
Tosca	3	51 x 109
Tosca	4	51 x 109
Tosca	5	46 x 109
Tosca	6	46 x 109
Tosca	7	55 x 98*
Tosca	8	55 x 98*
Tosca	9	70 x 75*
Tosca	10	70 x 75*
Tosca	11	67 x 104
Tosca	12	67 x 104
Tosca	14	52 x 98*
Tosca	15	52 x 98*
Vera Cruz	1	65 x 109
Vera Cruz	2	65 x 109
Vera Cruz	3	46 x 109
Vera Cruz	4	46 x 109
Vera Cruz	5	46 x 109
Vera Cruz	6	46 x 109

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	Aprx Size
		W x L
Vera Cruz	7	51 x 109
Vera Cruz	8	51 x 109
Vera Cruz	9	51 x 109
Vera Cruz	10	51 x 109
Vera Cruz	11	51 x 109
Vera Cruz	12	51 x 109
Vera Cruz	14	55 x 98
Vera Cruz	15	55 x 98
Vera Cruz	16	70 x 75*
Vera Cruz	17	70 x 75*
Vera Cruz	18	67 x 104
Vera Cruz	19	67 x 104
Vera Cruz	20	52 x 98
Vera Cruz	21	52 x 98
Verde Vista	1	75 x 109
Verde Vista	2	75 x 109
Verde Vista	3	51 x 109
Verde Vista	4	51 x 109
Verde Vista	5	51 x 109
Verde Vista	6	51 x 109
Verde Vista	7	51 x 109
Verde Vista	8	51 x 109
Verde Vista	9	46 x 109
Verde Vista	10	51 x 109
Verde Vista	11	46 x 109
Verde Vista	12	51 x 109
Verde Vista	14	51 x 109
Verde Vista	15	46 x 109
Verde Vista	16	51 x 109
Verde Vista	17	46 x 109
Verde Vista	18	55 x 98*
Verde Vista	19	46 x 109
Verde Vista	20	70 x 75*
Verde Vista	21	62 x 109*
Verde Vista	22	67 x 104
Verde Vista	24	52 x 98*
Verde Vista	26	52 x 111
Verde Vista	28	52 x 111
Verde Vista	30	52 x 111
Verde Vista	32	52 x 111
Verde Vista	34	52 x 98*
Verde Vista	36	67 x 104
Verde Vista	38	70 x 75*
Verde Vista	39	62 x 109*
Verde Vista	40	55 x 98*
Verde Vista	41	46 x 109
Verde Vista	42	51 x 109
Verde Vista	43	46 x 109
Verde Vista	44	51 x 109
Verde Vista	45	46 x 109

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
Verde Vista	46	51 x 109
Verde Vista	47	46 x 109
Verde Vista	48	51 x 109
Verde Vista	49	46 x 109
Verde Vista	50	51 x 109
Verde Vista	51	51 x 109
Verde Vista	52	51 x 109
Verde Vista	53	51 x 109
Verde Vista	54	51 x 109
Verde Vista	55	51 x 109
Verde Vista	56	70 x 109*
Verde Vista	57	75 x 109
Villa Blanca	1	62 x 109
Villa Blanca	2	72 x 109*
Villa Blanca	3	46 x 109
Villa Blanca	4	51 x 109
Villa Blanca	5	46 x 109
Villa Blanca	6	51 x 109
Villa Blanca	7	51 x 109
Villa Blanca	8	46 x 109
Villa Blanca	9	51 x 109
Villa Blanca	10	46 x 109
Villa Blanca	11	51 x 109
Villa Blanca	15	55 x 98*
Villa Blanca	17	70 x 75*
Villa Blanca	19	67 x 104
Villa Blanca	21	52 x 98
Villa Blanca	23	52 x 111
Villa Blanca	24	67 x 109*
Villa Blanca	25	51 x 111
Villa Blanca	26	71 x 110*
Villa Blanca	27	46 x 109
Villa Blanca	29	55 x 109*
Villa Blanca	31	55 x 109*
Villa Blanca	32	55 x 110*
Villa Blanca	33	52 x 109
Villa Blanca	34	51 x 109
Villa Blanca	35	51 x 109
Villa Blanca	36	51 x 109
Villa Blanca	37	51 x 109
Villa Blanca	38	75 x 109
Villa Blanca	39	75 x 109
Villas Del Norte	1	55 x 109
Villas Del Norte	2	58 x 109
Villas Del Norte	3	52 x 109
Villas Del Norte	4	52 x 109
Villas Del Norte	5	52 x 109
Villas Del Norte	6	46 x 109
Villas Del Norte	7	52 x 109
Villas Del Norte	8	46 x 109

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	L
Villas Del Norte	9	55	98*
Villas Del Norte	11	70	75*
Villas Del Norte	15	67	104
Villas Del Norte	17	52	98*
Villas Del Norte	19	52	109
Villas Del Norte	20	62	109*
Villas Del Norte	21	52	109
Villas Del Norte	22	46	109
Villas Del Norte	23	52	109
Villas Del Norte	24	46	109
Villas Del Norte	25	52	109
Villas Del Norte	26	46	109
Villas Del Norte	27	52	109
Villas Del Norte	28	52	109
Villas Del Norte	29	52	109
Villas Del Norte	30	46	109
Villas Del Norte	31	52	109
Villas Del Norte	32	46	109
Villas Del Norte	33	52	109
Villas Del Norte	34	46	109
Villas Del Norte	35	52	109
Villas Del Norte	36	46	109
Villas Del Norte	37	52	109
Villas Del Norte	38	74	129*
Villas Del Norte	39	52	109
Villas Del Norte	41	52	98*
Villas Del Norte	43	67	104
Villas Del Norte	45	70	75*
Villas Del Norte	47	55	98*
Villas Del Norte	49	52	109
Villas Del Norte	50	46	109
Villas Del Norte	51	52	109
Villas Del Norte	52	46	109
Villas Del Norte	53	52	109
Villas Del Norte	54	52	109
Villas Del Norte	55	55	109
Villas Del Norte	56	58	109
Villa Maria	1	51	109*
Villa Maria	2	53	109
Villa Maria	3	55	98*
Villa Maria	4	55	98*
Villa Maria	5	70	75*
Villa Maria	6	70	75*
Villa Maria	7	67	104
Villa Maria	8	67	104
Villa Maria	9	52	98*
Villa Maria	10	52	98*
Vista De Laguna	1	75	109
Vista De Laguna	2	75	109
Vista De Laguna	3	51	109

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	Aprx Size W x L
Vista De Laguna	4	51 x 109
Vista De Laguna	5	51 x 109
Vista De Laguna	6	51 x 109
Vista De Laguna	7	51 x 109
Vista De Laguna	8	51 x 109
Vista De Laguna	9	51 x 109
Vista De Laguna	10	51 x 109
Vista De Laguna	11	51 x 109
Vista De Laguna	12	46 x 109
Vista De Laguna	14	46 x 108
Vista De Laguna	15	55 x 98*
Vista De Laguna	16	48 x 108*
Vista De Laguna	17	70 x 75*
Vista De Laguna	19	67 x 104
Vista De Laguna	21	52 x 98*
Vista De Laguna	23	52 x 111
Vista De Laguna	25	51 x 111
Vista De Laguna	27	51 x 109
Vista De Laguna	28	51 x 109
Vista De Laguna	29	51 x 109
Vista De Laguna	30	51 x 109
Vista De Laguna	31	51 x 109
Vista De Laguna	33	51 x 109
Vista De Laguna	35	51 x 109
Vista De Laguna	37	51 x 109
Vista De Laguna	39	51 x 109
Vista De Laguna	41	51 x 113
Vista De Laguna	43	46 x 129*
Vista De Laguna	44	96 x 109*
Vista De Laguna	45	52 x 145*
Vista De Laguna	46	51 x 108
Vista De Laguna	48	51 x 109
Vista De Laguna	50	57 x 109*
Vista De Laguna	52	56 x 109*
Vista De Laguna	54	55 x 109*
Vista De Laguna	55	46 x 118*
Vista De Laguna	56	60 x 109*
Vista De Laguna	57	46 x 110
Vista De Laguna	58	46 x 109
Vista De Laguna	59	46 x 109
Vista De Laguna	60	68 x 98*
Vista De Laguna	61	46 x 109
Vista De Laguna	63	46 x 119*

SECTION V

RECREATIONAL FACILITIES:

A. GENERAL DESCRIPTION

The recreational facilities consist of a clubhouse complex, golf course and lake areas. 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 1 Las Casitas. 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 17,750 sq.ft. Table VA1a and Table VA1d describe 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	5620	600 (280 sit down)	Tables, Chairs, sound system, stage
Vestibule/Desk	Greeting Area - recreation staff facility	1070	n/a	n/a
Fireside Lounge	TV and party entertainment area	690	75	Fireplace, TV, sofa, chairs

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 table
Arts & Crafts Room	Arts & Crafts	960	50	Kiln, tables, chairs
Class Room	Instructional Services	580	50	Tables, chairs, blackboard
Woodworking	Woodworking crafts	300	n/a	Power wood working tools
Laundry	Washer & dryer facilities	450	n/a	Washing machine dryers
Sauna Room	Sauna	95	n/a	Benches
Kitchen	Food Services	300	n/a	Food Preparation appliances
Rest Rooms	Four rest rooms	990	n/a	Toilet/lavatory facilities
Shuffleboard Room	Shuffleboard materials storage	95	n/a	n/a
Covered Arcade	Walkways & shaded patios	3050	n/a	n/a

TABLE VA1d

Room Name	Room Function	Sq.Ft. Size	Approx. Capacity	Personal Property Available
Physical Fitness Center	Activities related to physical health care	2000	40	Exercise equipment
Library	Reading center and Security facility	225	15	Books, tables & chairs

Room Name	Room Function	Sq.Ft. Size	Approx. Capacity	Personal Property Available
Community Manager's Office	Park Administrative functions	330	n/a	n/a
Billiard Room	Additional billiard facilities	700	10	Two billiard tables
Rest Rooms	Two Rest Rooms	130	n/a	Toilet and Lavatory facilities
Prop Room	Storage of Stage Props	90	n/a	n/a

b. Swimming pools:

1. Located adjacent to the main recreation building, a 35 x 70 solar heated pool has a depth ranging from 3 feet to 6 feet and is surrounded by a 6490 sq. ft. deck. This pool has the capacity for 50 people.

2. A 30 x 60 pool is located adjacent to the Longevity Center, has a depth ranging from 3 feet to 6 feet, and the capacity for 32 people. The pool is not heated, and is surrounded by a 3600 sq.ft. deck.

c. Shuffleboard courts:

Fifteen (15) lighted shuffleboard courts are included in this complex.

d. Tennis courts:

Two unlighted tennis courts are located adjacent to the shuffleboard courts.

e. Bocci Courts:

Two bocci courts are located in the clubhouse area.

f. Longevity Center:

This multi-purpose center consists of 3500 sq.ft. and is located adjacent to the tennis courts and golf course. It consists of the rooms as depicted in Table VA1d.

2. GOLF COURSE

A Par 3, nine hole golf course winds its way through the park. Use of this facility is in accordance with the Policies and Regulations as shown in Exhibit "B".

3. LAKES:

The park consists of 18 lakes, comprising approximately 62.2 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.

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 Pools	8 A.M.	Sunset	7 per wk.
Shuffleboard Courts	Sunrise	11 P.M.	7 per wk.
Tennis Courts	Sunrise	Sunset	7 per wk.
Bocci Courts	Sunrise	Sunset	7 per wk.
Longevity Center: Physical Fitness Center	8 A.M.	4 P.M.	7 per wk.
Longevity Center: Library/Billiards	8 A.M.	11 P.M.	7 per wk.
Golf Course	Sunrise	Sunset	4+Holidays

* 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 Community 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 Country Club Village 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.

7. all manufactured homes must be constructed with a shingle roof and lap siding.

8. the front of each home must be positioned so as to face the street.

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	Comcast	TV of Spanish Lakes	Annually/ Monthly
* Water/Sewer (see NOTE below)	Spanish Lakes Country Club Service Corp.	Spanish Lakes Country Club Service Corp.	Annually
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

* NOTE: The potable water/wastewater collection systems are owned and operated by the Spanish Lakes Country Club Service Corporation, Inc. The membership of this corporation consists of all persons who acquire a possessory interest in a mobile home site on the above property through written leases with the record owner of said property. Such persons automatically become a member of this corporation. Their membership terminates upon termination of the possessory interest. Each member of the corporation is entitled to voting rights in the affairs of the corporation, in accordance with the provisions of the Articles of Incorporation and the By-Laws, a complete copy of which is included in the Prospectus as Exhibit "G".

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. No optional services which would generate a user fee are presently 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 Country Club Village is zoned as a Planned Unit Development district, so as to achieve residential land development of superior quality through the encouragement of flexibility and creativity.

B. Permitted Uses:

Under the zoning resolution of Planned Unit Development passed by St. Lucie County, Spanish Lakes Country Club Village has as its permitted uses:

1. Manufactured housing and appurtenances
2. Recreational Complex
3. Par 3 Golf Course

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' 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. This 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.

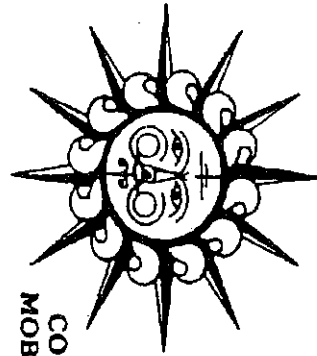
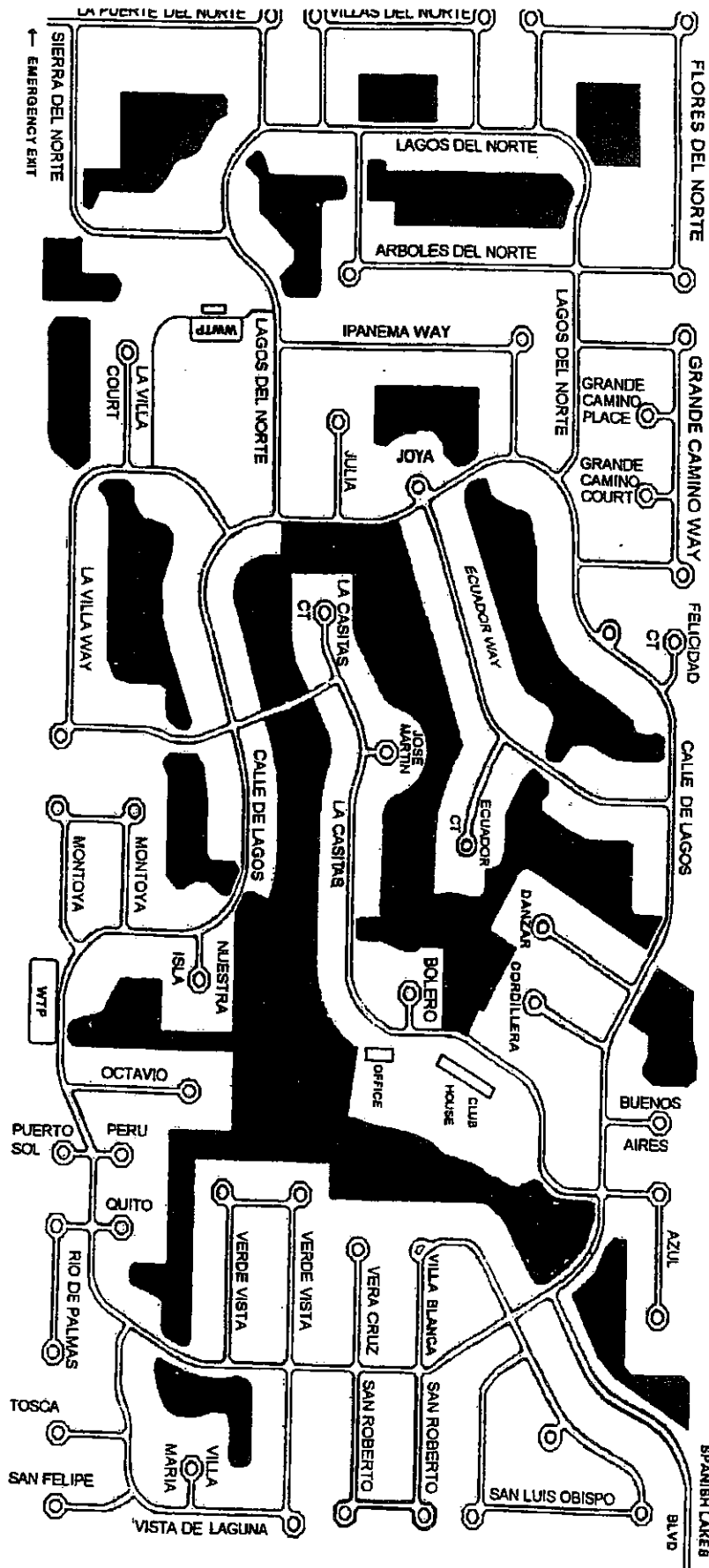
Note: The Florida Legislature, Florida Department of Business Regulation or other government agencies may, from time to time, issue new rulings or regulations which may modify the useage of the terms defined in this Glossary. Such changes shall be deemed to have modified them accordingly.

INDEX OF EXHIBITS

Exhibit
Designation Description

- A. Lot Layout Map
- B. Policies and Regulations
- C. Exterior Water Use Schedule
- D. One Year Lease Agreement
- E. Guaranteed Lifetime Rent Certificate

- F. Spanish Lakes Country Club Service Corp, Inc.
Articles of Incorporation and By-Laws



COUNTRY CLUB VILLAGE
MOBILE HOME COMMUNITY

SPANISH LAKES



EXHIBIT A

**COUNTRY CLUB VILLAGE
POLICIES AND REGULATIONS**

SPANISH LAKES COUNTRY CLUB VILLAGE 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 air drying of laundry on lots. Park laundry facilities are available for this purpose.
4. Spanish Lakes Country Club Village 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 15th 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
<u>Resident Swimming Pool</u>	Yes	No	No	No
<u>Guest Swimming Pool</u>	Yes	Yes	Yes	Yes
<u>Golf Course</u>	Yes	No	No	No
<u>Tennis Court</u>	Yes	No	No	Yes
<u>Clubhouse & Other Facilities</u>	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 amount 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 Country Club Village 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. TV'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 Country Club Village 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.

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 COUNTRY CLUB VILLAGE 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/or alter these rules and regulations as circumstances may require.

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

Exhibit B
Rev. 3/6/02

EXTERIOR WATER USE SCHEDULE

As stated in Section VIII, Spanish Lakes Country Club Service Corporation, Inc. supplies water to each of the resident's mobile homes. Consequently, the Exterior Water Use Schedule is published by the Spanish Lakes Country Club Service Corporation, Inc.. Changes in this schedule resulting from drought conditions would be promulgated at the time of need by the appropriate governmental agency, via Spanish Lakes Country Club Service Corporation, Inc.

SPANISH LAKES COUNTRY CLUB VILLAGE
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 Country Club Village 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 fifteenth 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. _____

By: _____
(LANDLORD)

2. _____

Witnesses as to
Tenant:

1. _____

(TENANT)

2. _____

(TENANT)

Exhibit D
Rev. 3/6/02



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 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 unlimited use of the million dollar recreation facilities, lawn maintenance, garbage collection and storm drainage. This certificate does not include charges for electric, telephone, water, sewer, and cable television. This certificate does not include governmental or utility charges. This certificate is non-assumable 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 certificate and occupancy hereunder is subject to membership in Spanish Lakes Country Club Service Corporation and compliance with the terms and conditions of its Articles of Incorporation, By-Laws and Rules and Regulations. This agreement shall be binding upon Spanish Lakes regardless of any sale or transfer of ownership of the park.

TENANT

SPANISH LAKES

TENANT

SPANISH LAKES COUNTRY CLUB SERVICE CORPORATION, INC.

DOCUMENTS

EXHIBIT F

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of SPANISH LAKES COUNTRY CLUB SERVICE CORPORATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on December 19, 1980, as shown by the records of this office.

The charter number for this corporation is 755630.



CER 101 Rev. 5-79

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
23rd day of December, 1980.

A handwritten signature in cursive script, appearing to read "George Firestone".

George Firestone
Secretary of State

FILED
DEC 19 2 12 PM '93
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
SPANISH LAKES COUNTRY CLUB SERVICE CORPORATION, INC.
A Florida Corporation Not For Profit

ARTICLE I

The name of the corporation is SPANISH LAKES COUNTRY CLUB SERVICE CORPORATION, INC.

ARTICLE II

This Corporation is incorporated as a corporation not for profit under the provisions of Chapter 617, Florida Statutes.

ARTICLE III

The Registered Office and post office address of the Corporation shall be 8200 South U.S. 1, Port St. Lucie, Florida 33452. The name and address of the Registered Agent is HARVEY NEWMAN at 8200 South U.S. 1, Port St. Lucie, Florida 33452, who is authorized to accept service of process within this State upon the Corporation.

ARTICLE IV

The purpose for which this Corporation is organized is to construct a water and sewer system adequate to service a mobile home park on the following described property:

The East one-half of Section 1, Township 34
South, Range 39 East, situate, lying and being
in St. Lucie County, Florida;

and to enter into such easements, loan agreements, construction, maintenance and other agreements as may be necessary to properly construct and maintain the above-stated water and sewer facilities, and to act on behalf of the members as the governing body with respect to administration, maintenance, repair and replacement of any and all property, rights and obligations of the Corporation. The Corporation may own and acquire any real estate or interest or rights therein or appurtenant thereto and any and all personal property as may be incidental or necessary to said purposes, all on a non-profit basis and to exercise all powers necessary to carry out the purposes stated above.

ARTICLE V

The term for which this Corporation is to exist is perpetual.

ARTICLE VI

The members of this Corporation shall consist of all persons who acquire a possessory interest in a mobile home site on the above property through written leases with the record owner of said property. Such persons shall automatically be and become a member of this Corporation. Membership shall terminate upon termination of the possessory interest. The share of a member in the funds and assets of the Corporation cannot be assigned, hypothecated or transferred in any manner. Each member of the

Corporation shall be entitled to voting rights in the affairs of the Corporation in accordance with the provisions of the By-Laws and these Articles of Incorporation. Voting may be in person or by written proxy.

ARTICLE VII

Each original member shall pay a fee based on the total estimated acquisition and construction cost of the water and sewer system divided by the number of mobile home sites on the above-described property. If, during development, the estimated cost increases, the proportionate fees will increase for persons becoming members subsequent to the revised cost estimate. Said fee is non-refundable by the Corporation. Subsequent costs and expenses incurred by the Corporation shall be met through assessments levied by 2/3rds vote of the Board of Directors and payable annually or in more frequent intervals established by the Board of Directors. The Corporation and the Board of Directors shall have the authority to exercise and enforce any and all rights and remedies available at law or in equity for the collection of unpaid assessments, including termination of water and or sewer service to the non-paying member. Additionally, any non-paying member shall be responsible for reasonable attorneys' fees and costs incurred by the Corporation in collecting unpaid assessments. More specific powers and procedures regarding fees, assessments and their collection may be adopted in the By-Laws.

ARTICLE VIII

The affairs of the Corporation shall be governed by a Board of Directors which Board will consist of not less than three nor more than five persons. With the exception of the initial Board, Directors shall be elected from among the members. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Corporation and shall have all the powers and duties referred to in the Statutes of the State of Florida respecting corporations not for profit. The powers of the Board of Directors shall include, but shall not be limited to, the following:

- a) To elect the officers of the Corporation;
- b) To administer the affairs of the Corporation and the property;
- c) To promulgate such rules and regulations concerning the operation and use of the Corporation's property as may be consistent with these Articles of Incorporation and the By-Laws and to amend the same from time to time;
- d) To provide for operation, maintenance, repair and replacement of the Corporation's property, and to enter into a management agreement therefor;
- e) To estimate and adopt an annual operating budget and to provide for the assessment and collection from the members of their respective shares of the estimated expenses as hereinafter provided;
- f) To hire attorneys and other professionals for the purpose of bringing legal action or enforcing rights in the name of the Corporation;
- g) In the interim between members' meetings, to increase the number of the Directors and fill vacancies created thereby;

h) The order of business at all meetings of the Board of Directors shall be as follows:

- 1) Roll call;
- 2) Reading of the minutes of last meeting;
- 3) Consideration of communications;
- 4) Resignations and elections;
- 5) Reports of Officers and employees;
- 6) Reports of committees;
- 7) Unfinished business;
- 8) Original resolutions and new business;
- 9) Adjournment.

ARTICLE IX

The initial Board of Directors of the Corporation shall consist of the following persons, each of whom shall serve for the term set opposite his respective name, beginning with the filing of these Articles of Incorporation:

<u>NAME OF DIRECTOR</u>	<u>ADDRESS</u>	<u>TERM</u>
JOEL F. WYNNE	8200 South U. S. 1 Port St. Lucie, FL 33452	Four Years
CHESTER WYNNE	8200 South U. S. 1 Port St. Lucie, FL 33452	Four Years
HARVEY NEWMAN	8200 South U. S. 1 Port St. Lucie, FL 33452	Four Years

At the expiration of the initial term of office of each of the said respective Directors, his successor shall be elected to serve a term of two years. Directors shall hold office until their successors have been elected and qualified. Vacancies in the Board of Directors may be filled by the remaining Directors and the Director so elected by the remaining Directors shall serve until the next annual meeting or special meeting of the Members of the Corporation. At that meeting, a Director will be elected who will serve until the term of the departing Director has expired.

The Directors shall have the right to increase the number of the Board of Directors from time to time and to fill the vacancies thereby created.

Annual meetings of the Board of Directors shall be held immediately following and at the same place as the annual meeting of the Members of the Corporation. Special meetings of the Board of Directors may be called by the President or by a majority of the Board of Directors on the giving of not less than three days' notice to each Director by mail or telegraph. Directors may waive notice of a meeting or consent to or take any action without a formal meeting. At any meeting of the Board of Directors a majority of the Board of Directors shall constitute a quorum for the transaction of business and any action may be taken by a majority of those present.

Directors may be removed from office by a vote of seventy-five percent (75%) of the voting interests of the Corporation, except that the members of the initial Board of Directors may not be so removed.

Directors shall receive no compensation for their services except as expressly provided by resolution duly adopted by the Members.

ARTICLE X

By-Laws will be hereafter adopted. Such By-Laws may be amended or repealed, in whole or in part, in the manner provided therein and the amendments to the By-Laws shall be binding on all Members, including those who may have voted against them.

ARTICLE XI

The officers of the Corporation shall be a President, one or more Vice-Presidents, a Secretary, a Treasurer (the offices of Secretary and Treasurer may be combined) and such assistant to such officers as the Board may deem appropriate, which officers shall be elected at the first meeting of the initial Board of Directors and at each annual meeting of the Board of Directors and shall hold office at the pleasure of the Board.

Any officer may be removed at any meeting by the affirmative vote of the majority of the members of the Board of Directors, either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

Each respective officer of the Corporation shall have such powers and duties as are vested in such office of a corporation not for profit, including but not limited to the following:

- a) The President shall be a Director and shall be the Chief Executive Officer of the Corporation and shall preside at all meetings of the members and the Board of Directors.
- b) The Vice-President shall, in the absence or disability of the President, perform the duties and exercise the powers of such office.
- c) The Secretary shall keep Minutes of all meetings of the Members and of the Board of Directors and shall have custody of the Corporation seal and have charge of the membership transfer books and such other books, papers and documents as the Board of Directors may prescribe.
- d) The Treasurer shall be responsible for Corporation funds and securities and for keeping full and accurate accounts of all receipts and disbursements in Corporation books of account for such purpose.

The officers shall receive no compensation for their services except as expressly provided by a resolution duly adopted by the Members.

The initial officers of the Corporation shall be the following:

<u>OFFICE</u>	<u>NAME</u>
President	JOEL F. WYNNE
Vice-President	CHESTER WYNNE
Secretary/Treasurer	HARVEY NEWMAN

ARTICLE XII

These Articles of Incorporation and the By-Laws may be altered, amended, changed, added to or repealed, in the manner now or hereafter prescribed by statute, or herein or by the By-Laws of this Corporation as they exist from time to time, at any duly called meeting of the Members of this Corporation, provided that notice of the meeting is given in the manner provided for in the Articles of Incorporation and By-Laws of this Corporation, and that the

notice contain a full statement of the proposed alteration, amendment, change, addition or repeal of any provision of these Articles and that, at such meeting, there is an affirmative vote of seventy-five percent (75%) of the voting interest present in person or by proxy in favor of said alteration, amendment, change, addition or repeal, but in no event shall these Articles of Incorporation be altered, amended, changed, added to or repealed to impair, amend, rescind or cancel any contract or document entered into by the Corporation and which document or instrument is made a part of or referred to in these Articles of Incorporation except with the consent in writing of the contracting party.

ARTICLE XIII

If a leasehold interest in a mobile home site is held by more than one (1) person, the membership relating thereto shall nevertheless have only one vote which shall be exercised by the lessee or person designated in writing by the lessee of that site as the one entitled to cast a vote for the membership concerned.

ARTICLE XIV

This Corporation shall never have or issue shares of stock nor will it ever have or provide for non-voting membership.

ARTICLE XV

From time to time and at least once annually, the corporate officers shall make available periodic reports to the Members, which shall include profit and loss statements and balance sheets prepared in accordance with sound business and accounting practice.

ARTICLE XVI

The Corporation shall have all of the powers set forth and described in Chapter 617.021, Florida Statutes, as amended from time to time, together with the powers conferred by these Articles of Incorporation and the By-Laws of the Corporation shall have all of the powers that are necessary for the purpose of carrying out the powers and duties required of it under the Declaration and such other powers necessary for the benefit of the Members. In addition, the Corporation shall have the right to enter into agreements for the management of the Corporation's property and other agreements for the use and benefit of the Members. It shall have the power to contract with third parties and to delegate to the third parties, as Manager, all of the powers and duties of the Association which may be lawfully delegated to a Manager. It shall have the further power to enter into Employment Agreements, Service Agreements, and other Agreements and hire persons and professionals for the use and benefit of the Members of the Association.

ARTICLE XVII

Each Director and officer of this Corporation shall be indemnified by the Corporation against all costs and expenses reasonably incurred or imposed upon him in connection with or arising out of any action, suit or proceedings in which he may be involved or to which he may be made a party by reason of his having been a Director or officer of this Corporation, such expense to include the cost of reasonable settlements (other than amounts paid to the Corporation itself) made with a view of curtailment of costs and litigation. The Corporation shall not, however, indemnify such Director or officer with respect to matters as to which he shall be finally adjudged in any action, suit or proceeding to be liable for gross negligence or misconduct in the performance of his duty as such Director or officer, or in respect to any matter in which any settlement or compromise is effected if the total expense,

including the cost of such settlement, shall substantially exceed the expense which might reasonably be incurred by such Director or officer in conducting such litigation to final conclusion, and in no event shall anything herein contained be construed as authorizing this Corporation to indemnify any such Director or officer against any liability of the Corporation to which he would otherwise be subject by reason of willful malfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his office. The foregoing right of indemnification shall be in addition to any other rights to which any such Director or officer may be entitled as a matter of law or otherwise.

ARTICLE XVIII

The names and street addresses of the subscribers of this Corporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
JOEL F. WYNNE	8200 South U. S. 1 Port St. Lucie, Florida 33452
CHESTER WYNNE	8200 South U. S. 1 Port St. Lucie, Florida 33452
HARVEY NEWMAN	8200 South U. S. 1 Port St. Lucie, Florida 33452

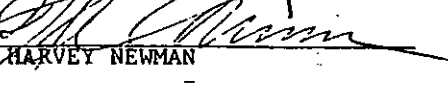
We, the undersigned, being each of the incorporators hereinabove named, for the purpose of forming a Corporation not for profit pursuant to Chapter 617, Florida Statutes, do hereby subscribe to this Certificate of Incorporation, and have hereunto set our hands and seals this 19 day of NOVEMBER, 1980.



JOEL F. WYNNE



CHESTER WYNNE

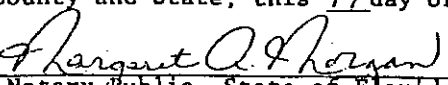


HARVEY NEWMAN

STATE OF FLORIDA: SS:
COUNTY OF DADE :

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, JOEL F. WYNNE, CHESTER WYNNE and HARVEY NEWMAN, to me well known to be the persons described in and who executed the foregoing instrument, and acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Miami, said County and State, this 19 day of November, 1980.



Notary Public, State of Florida,
at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 15 1981
BONDED THRU GENERAL INS. UNDERWRITING

BY-LAWS
OF
SPANISH LAKES COUNTRY CLUB SERVICE CORPORATION, INC.
A Florida Corporation Not For Profit

ARTICLE I

Name and location of Corporation:

The name of the Corporation is SPANISH LAKES COUNTRY CLUB SERVICE CORPORATION, INC., a Florida corporation not for profit. Its principal office is located in St. Lucie County, Florida.

ARTICLE II

Purpose:

The purpose for which this Corporation is organized is to construct a water and sewer system adequate to service a mobile home park on the following described property:

The East one-half of Section 1, Township 34
South, Range 39 East, situate, lying and being
in St. Lucie County, Florida;

and to enter into such easements, loan agreements, construction, maintenance and other agreements as may be necessary to properly construct and maintain the above-stated water and sewer facilities, and to act on behalf of the members as the governing body with respect to administration, maintenance, repair and replacement of any and all property, rights and obligations of the Corporation. The Corporation may own and acquire any real estate or interest or rights therein or appurtenant thereto and any and all personal property as may be incidental or necessary to said purposes, all on a non-profit basis and to exercise all powers necessary to carry out the purposes stated above.

ARTICLE III

Membership:

The members of this Corporation shall consist of all persons who acquire a possessory interest in a mobile home site on the above property through written leases with the record owner of said property. Such persons shall automatically be and become a member of this Corporation. Membership shall terminate upon termination of the possessory interest. The share of a member in the funds and assets of the Corporation cannot be assigned, hypothecated or transferred in any manner. Each member of the Corporation shall be entitled to voting rights in the affairs of the Corporation in accordance with the provisions of the By-Laws and the Articles of Incorporation. Voting may be in person or by written proxy.

ARTICLE IV

Meetings of Membership:

Section 1. Meeting of the membership shall be held at the office of the Corporation, or such other place in St. Lucie County, Florida, as may be specified in the Notice of Meeting.

Section 2. The first annual meeting of the members shall be held at 8:00 P.M. on the first Monday of the twelfth month following the date of the filing of the Articles of Incorporation. Thereafter, an annual meeting of the members shall be held on the first Monday of said month or in the event that day is a holiday, on the first day thereafter which is not a legal holiday in each succeeding year. At each such meeting, there shall be elected by ballot of the members Directors to fill vacancies in accordance with the provisions of Article V of these By-Laws. The members shall also transact such other business as may properly come before them.

Section 3. It shall be the duty of the President to call a Special Meeting of the members directed by resolution of the Board of Directors or upon a Petition signed by fifty percent (50%) of the members. The Notice of any Special Meeting shall state the time, place and purpose thereof. No business shall be transacted at a Special Meeting except as stated in the said Notice.

Section 4. It shall be the duty of the Secretary, or upon his failure or neglect, then of any officer or member, to mail by United States mail, postage prepaid, a Notice of each Annual or Special Meeting stating the purpose, the time and place thereof to each member of record.

Section 5. The presence, either in person or by proxy, of at least twenty-five percent (25%) of the members shall be requisite for and shall constitute a quorum for the transaction of business at all meetings of members.

Section 6. If at any meeting of members a quorum shall not be in attendance, those members who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time at which the original meeting was called.

Section 7. Unless by express provision by statute or by these By-Laws or the Declaration, a different vote is required, each question presented at a meeting shall be determined by a majority vote of the voting interests present.

ARTICLE V

Board of Directors:

The affairs of the Corporation shall be governed by a Board of Directors. The composition of the Board, its duties and powers are set forth in Articles VIII and IX of the Articles of Incorporation.

ARTICLE VI

Nomination and Election of Directors:

Section 1. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, one each. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII

Meetings of Directors:

Section 1. Regular meetings of the Board of Directors shall be held semi-annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special meetings of the Board of Directors shall be held when called by the President, or by a majority of the Directors, after not less than three (3) days' notice to each Director by mail or telegraph.

Section 3. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by the majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VIII

Officers:

The officers of the Corporation shall be a President, one or more Vice Presidents, a Secretary, a Treasurer, and such assistants to such officers as the Board may deem appropriate. The powers, duties, and term of office are set forth in Article XI of the Articles of Incorporation.

ARTICLE IX

Joint Ownership:

If a leasehold interest in a mobile home site is held by more than one (1) person, the membership relating thereto shall nevertheless have only one vote which shall be exercised by the lessee or person designated in writing by the lessee of that site as the one entitled to cast a vote for the membership concerned.

ARTICLE X

Miscellaneous:

(A) In addition to all of the powers specifically set forth herein, the Corporation shall have all of the powers necessary and requisite to carry out all of the duties and requirements of it under the terms of the Articles of Incorporation.

(B) The fact that some or all of the officers, directors, members, or employees of the Corporation and the owner of the subject property are identical, and the fact that the owner may enter into certain agreements with the Corporation, or that certain other contracts with third parties have been entered into prior to the leasing of any of the sites will not violate any such agreements and the Corporation and members thereof, from time to time, will be obligated to abide by and comply with each and every of the terms and conditions of said agreements. The leasing of a site, and the acceptance thereof, by any party shall constitute the ratification, confirmation and approval of the propriety and legality of said agreements.

(C) If any provision of these By-Laws, or the Articles or any section, sentence, clause, phrase or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder of these By-Laws and the Articles, and the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

(D) Whenever notices are required to be transmitted hereunder, the same shall be sent to the members by United States mail, at their mobile homesite or last known mailing address, unless the member has, by written notice, duly receipted for, specified a different address. Notice to the Corporation shall be transmitted by Certified Mail, Return Receipt Requested, to 8200 South U.S. 1, Port St. Lucie, Florida 33452. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice.

Dated this 1 day of December, 1980.

SPANISH LAKES COUNTRY CLUB SERVICE CORPORATION, INC.

By: [Signature]
President

Attest: [Signature]
Secretary

Attest: [Signature]
Asst Secretary

CERTIFIED COPY OF RESOLUTION OF BOARD OF DIRECTORS

We, JOEL F. WYNNE and HARVEY NEWMAN, as the President and Secretary respectively of SPANISH LAKES COUNTRY CLUB SERVICE CORPORATION, INC., a corporation duly organized and existing under the laws of the State of Florida, do hereby certify that at a meeting of the Board of Directors of said Corporation duly called and held at the office of said Corporation, in the City of Port St. Lucie, State of Florida, on the 30th day of DECEMBER, 1980, at which meeting a quorum was present and voted, the following Resolution was adopted:

"WHEREAS, the Board of Directors of this Corporation has approved a Maintenance Agreement with MOBILE HOME ENVIRONMENTAL SYSTEMS, INC. for operation and maintenance of the Corporation's water and sewer facilities at a cost to this Corporation of \$8.00 per site, and

WHEREAS, the Articles of Incorporation and By-Laws of this Corporation authorized the Board of Directors to assess fees for costs and expenses by a 2/3rds vote of the Board of Directors, and

WHEREAS, the Board of Directors has unanimously agreed to an assessment of \$8.50 per site, representing \$8.00 payable under the Maintenance Agreement and \$.50 for administration costs to this Corporation.

NOW THEREFORE, BE IT RESOLVED that an assessment is hereby levied of \$8.50 per month per site upon which a mobile home has been located and title to said mobile home transferred to a purchaser who, simultaneously, has become a member in this Corporation. Said fee shall be due for the balance of the calendar year on the first day of the month following the transfer of title of said mobile home. Thereafter, said fee shall be due annually on January 1st of each year.

BE IT FURTHER RESOLVED that the officers of this Corporation are authorized to exercise any legal remedies available to the Corporation, including termination of service to the delinquent

member no sooner than ten (10) days after delivery of notice to the mobile home site of such delinquency and proposed termination of service."

WE FURTHER CERTIFY that the meeting of the Board of Directors at which the foregoing Resolution was adopted was regularly called and held in accordance with the Charter and By-Laws of said Corporation, and that said Resolution has not been rescinded or countermanded by the Board of Directors.

DATED at Port St. Lucie, Florida, this 30 day of DECEMBER, 1980.



JOEL WYNNE, President



HARVEY NEWMAN, Secretary

(Corporate Seal)

USE AGREEMENT

THIS AGREEMENT between SPANISH LAKES COUNTRY CLUB SERVICE CORPORATION, INC., a Florida corporation, not-for-profit, herein after referred to as the "UTILITY", and MOBILE HOME ENVIRONMENTAL SYSTEMS, INC., a Florida corporation; hereinafter referred to as "MHES".

W I T N E S S E T H :

WHEREAS, MHES is the owner of the following described property which is being developed into a mobile home park:

East 1/2 of Section 1, Township 34 South,
Range 39 East, situate, lying and being
in St. Lucie County, Florida.

WHEREAS, MHES is constructing recreational areas and facilities together with common areas for the use and benefit of the residents of the mobile home park and those facilities will need to utilize water distribution and sewer collection systems of the UTILITY.

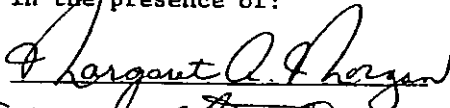

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

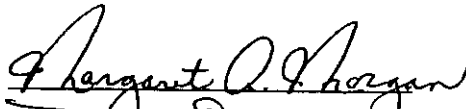
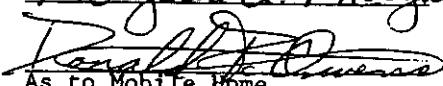
- 1) MHES will provide common areas and recreational facilities for the benefit of the residents of the above-described property subject to reasonable rules and regulations promulgated by MHES.
- 2) The UTILITY will provide either directly or through maintenance and operation agreements with third parties at no charge or cost to MHES, sufficient water distribution and sewer collection service for the common areas and recreational facilities. Upon failure of the UTILITY to provide such service, MHES may terminate use of all or portions of the common areas and recreational facilities.
- 3) The UTILITY shall maintain all-risk insurance coverage, and in the event of any claim or loss thereunder, the proceeds shall be used for applicable repairs.

4) In the event of any dispute hereunder, the parties agree to submit the dispute to binding arbitration pursuant to the Rules of the American Arbitration Association and the party against whom the arbitration award is entered will be responsible for the attorneys' fees and costs of the prevailing party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 30th day of DECEMBER, 1980.

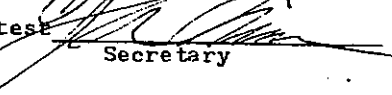
Signed, Sealed and Delivered
in the presence of:



As to Spanish Lakes
(Corporate Seal)

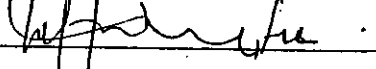


As to Mobile Home
(Corporate Seal)

SPANISH LAKES COUNTRY CLUB
SERVICE CORPORATION, INC.

By 
Vice President

Attest 
Secretary

MOBILE HOME ENVIRONMENTAL
SYSTEMS, INC.

By 

Attest 
Secretary

JULY 1, 2001 ADDENDUM
TO PROSPECTUS

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

March 6, 1987

REVISION DATE

2002

IDENTIFICATION NUMBER ASSIGNED BY DIVISION

PRMZ001228-P20545

MOBILE HOME LOT TO WHICH PROSPECTUS APPLIES

CERTIFIED COPY OF RESOLUTION OF BOARD OF DIRECTORS

We, JOEL F. WYNNE and HARVEY NEWMAN, as President and Secretary respectively, of SPANISH LAKES COUNTRY CLUB SERVICE CORPORATION, INC., a corporation duly organized and existing under the laws of the State of Florida, do hereby certify that at a meeting of the Board of Directors of said Corporation duly called and held at the office of said Corporation, in the City of Port St. Lucie, State of Florida, on the 7th day of DECEMBER, 1980, at which meeting a quorum was present and voted, the following Resolution was adopted:

"WHEREAS, it is to the best interests of the Corporation to enter into a contract with MOBILE HOME ENVIRONMENTAL SYSTEMS, INC. to provide operation and maintenance of the Corporations's water and sewer facilities since MOBILE HOME ENVIRONMENTAL SYSTEMS, INC. has the personnel and ability to perform those services more efficiently and at less cost than this Corporation could perform said services.

NOW THEREFORE, BE IT RESOLVED that JOEL F. WYNNE and/or HARVEY NEWMAN, as President and Secretary of this Corporation, be and they are hereby authorized and directed to do whatever may be necessary and appropriate to enter into the attached Maintenance Agreement and that said officers be and they are hereby authorized and directed to execute same in the name and on behalf of this Corporation."

WE FURTHER CERTIFY that the meeting of the Board of Directors at which the foregoing Resolution was adopted was regularly called and held in accordance with the Charter and By-Laws of said Corporation and that said Resolution has not been rescinded or countermanded by the Board of Directors.

DATED at Port St. Lucie, Florida, this 7th day of DECEMBER, 1980.



JOEL F. WYNNE, President



HARVEY NEWMAN, Secretary

(Corporate Seal)

MAINTENANCE AGREEMENT

THIS AGREEMENT between SPANISH LAKES COUNTRY CLUB SERVICE CORPORATION, INC., a Florida corporation, not-for-profit, hereinafter referred to as the "UTILITY", and MOBILE HOME ENVIRONMENTAL SYSTEMS, INC., a Florida corporation, hereinafter referred to as "MHES".

W I T N E S S E T H :

WHEREAS, the UTILITY is a non-profit corporation formed for the purpose of constructing and maintaining an adequate water and sewer system to service a mobile home park on the following described property:

East 1/2 of Section 1, Township 34 South,
Range 39 East, situate, lying and being
in St. Lucie County, Florida.

The residents in said mobile home park are all members of the UTILITY, and

WHEREAS, the UTILITY desires to contract with MHES for the purpose of maintaining and operating the UTILITY'S water distribution and sewer collection systems on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1) MHES will provide to the UTILITY all maintenance, including labor, materials, chemicals, supplies and electricity needed for the operation and maintenance of the UTILITY'S water distribution and sewer collection systems, including the water and sewage treatment plants, located on the above-described property. MHES agrees to operate the above systems in accordance with applicable governmental ordinances and standards and further agrees to have available at all times state licensed, Class C, water and sewer operating

personnel for the operation and maintenance of the above systems.

2) The UTILITY will pay to MHES EIGHT AND NO/100 (\$8.00) DOLLARS per month per site upon which a mobile home has been located and title to said mobile home transferred to the Purchaser who, simultaneously, will be a member in the UTILITY. Said fee shall be due to MHES on each such site on the first day of the month following said transfer of title and the first of each month thereafter. It shall be the obligation of the UTILITY to collect all fees from its members at such times and intervals as the UTILITY determines and to remit the fees due hereunder to MHES as above stated. If any member of the UTILITY fails to pay sums due from the member to the UTILITY, the UTILITY may direct MHES to terminate service to such member and the UTILITY agrees to indemnify and hold MHES harmless from any such action taken pursuant to the UTILITIES' direction.

3) This Agreement and the services and payments required hereunder shall commence upon the first person acquiring a possessory interest in a mobile home site on the above-described property, "COMMENCEMENT DATE", and shall continue for a period of five years from that date. The UTILITY shall have the option to renew this Agreement for an additional five years; however, during said renewal period, the fee per mobile home site shall be increased from the rates stated herein by the same amount as the Consumer Price Index has increased from the COMMENCEMENT DATE of this Agreement through the end of the 60th month after commencement. If the UTILITY desires to renew this Agreement upon the above stated terms, it shall notify MHES in writing no less than 45 days prior to the termination of the initial five year term.

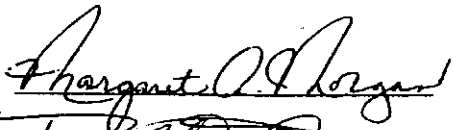

4) MHES agrees to maintain workmen's compensation insurance on its employees and public liability insurance of not less than \$500,000.00 and shall furnish proof of such insurance to the UTILITY

upon request. The UTILITY agrees to maintain all-risk insurance coverage of at least \$1,000,000.00 on the water and sewer system and all equipment forming a part thereof and to furnish MHES a copy of said policy showing MHES as a loss payee. The proceeds from any claim shall be used by MHES for applicable repairs.

5) In the event of any dispute hereunder, the parties agree to submit the dispute to binding arbitration pursuant to the Rules of the American Arbitration Association and the party against whom the arbitration award is entered will be responsible for the attorneys' fees and costs of the prevailing party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 8th day of DECEMBER, 1980.

Signed, Sealed and Delivered
in the presence of:

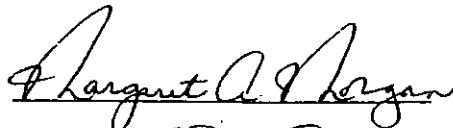



As to Spanish Lakes

(Corporate Seal)

SPANISH LAKES COUNTRY CLUB
SERVICE CORPORATION, INC.

By 

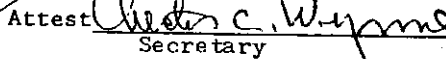
Attest 
Secretary



As to Mobile Home

(Corporate Seal)

MOBILE HOME ENVIRONMENTAL
SYSTEMS, INC.

By 
Vice President

Attest 
Secretary

SPANISH LAKES COUNTRY CLUB VILLAGE

Mobile Home Community

1 Las Casitas

Ft. Pierce, FL 34951

COUNTRY CLUB VILLAGE POLICIES AND REGULATIONS

SPANISH LAKES COUNTRY CLUB VILLAGE 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 air drying of laundry on lots. Park laundry facilities are available for this purpose.
4. Spanish Lakes Country Club Village 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 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 15th 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
<u>Resident Swimming Pool</u>	Yes	No	No	No
<u>Guest Swimming Pool</u>	Yes	Yes	Yes	Yes
<u>Golf Course</u>	Yes	No	No	No
<u>Tennis Court</u>	Yes	No	No	Yes
<u>Clubhouse & Other Facilities</u>	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 amount 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 Country Club Village 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. TV'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 Country Club Village 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.
29. All obligations of the mobile home owner and tenant as set forth in the prospectus for this park and filed with the State of Florida shall be required of the mobile home owner or tenant.

30. 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.

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

SPANISH LAKES COUNTRY CLUB VILLAGE 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/or alter these rules and regulations as circumstances may require.

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

