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# **Pine Lakes Country Club**

## **Rules and Regulations**

Approved by the Florida DBPR

Effective May 1, 2019

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EXHIBIT C  
RULES AND REGULATIONS FOR  
PINE LAKES COUNTRY CLUB

WELCOME TO PINE LAKES COUNTRY CLUB. ALL REASONABLE MEANS HAVE BEEN TAKEN TO ENSURE THAT YOUR RESIDENCY HERE IS SAFE, PLEASANT AND ENJOYABLE. RULES AND REGULATIONS FOR THE PARK HAVE BEEN ESTABLISHED FOR YOUR BENEFIT AND THE BENEFIT OF ALL OTHER MEMBERS OF THE PARK. CONSIDERATION AND COURTESY TO OTHERS, PLUS YOUR MAINTENANCE OF AN ATTRACTIVE HOME AND STRICT OBSERVANCE OF THESE RULES AND REGULATIONS WILL HELP MAINTAIN THE HIGH STANDARD OF THE PARK.

PLEASE READ THESE RULES AND REGULATIONS CAREFULLY.

THANK YOU FOR YOUR COOPERATION.

I. THE HOME

1. Homes shall be attractively maintained by the tenants and shall comply with all applicable laws, ordinances and regulations of the State, County, City, Township and Park as from time to time amended.
2. The location and positioning of the home on the lot will be carried out under, the direction of Pine Lakes Country Club (Park Owner). Park Owner's approval of the style and quality, size and type of all proposed additions or other improvements to Tenant's home or lot will be subject to Park Owner's written approval and will be based on factors such as the size, location, and the proposed location of equipment, additions or other improvements in relationship to other lots in the Park. Only new homes (never previously occupied) will be allowed in Pine Lakes Country Club.

A plot plan showing the location of the home, accessory buildings and any improvements existing and proposed to the home or lot shall be submitted to the Park Owner. Written approval from the Park Owner is required prior to any work commencing. Lee County building and zoning department permits and/or requirements must be complied with by Tenant for any such improvements and/or additions to the home or lot.

3. The following are minimum architectural and design requirements for each home prior to occupancy of Tenant.
  - A. Underskirting of all homes is required and will consist of block with stucco, brick, stone, aluminum, vinyl or galvanized steel lap siding or a combination thereof. All underskirting shall incorporate adequate ventilation for areas under the home and shall also incorporate adequate access to utilities under the home.
  - B. All porch steps will be cement with real brick or stone faces.
  - C. Each home must have a screened room or Florida room of an area not less than 120 square feet. All screened rooms or Florida rooms shall be raised above ground level and all designs and plans for screened rooms or Florida rooms will be subject to approval by Park Owner. All screen rooms or Florida rooms shall be framed in wood and all exposed wood shall be covered with aluminum, vinyl or galvanized steel products approved by Park Owner.

- D. Concrete driveways are required from the carport or garage continuing to the street. The minimum width of any concrete driveway shall be 10 feet. Driveway painting or staining is not allowed without the express written consent of Park Owner.
- E. Each home will have an attached or detached garage or carport with a minimum dimension of 16'x 20'. The garage or carport shall be installed in a manner so that from the front elevation facing the street, the garage appears to be an integral part of the home. The minimum specifications defining an integral part include, but are not limited to:
  - 1. A similar roof structure and roof shingles as used on the home.
  - 2. The same exterior siding and finishes as used on the home.
  - 3. The same color as used on the home.
  - 4. All supporting columns shall be finished with brick, stucco, stone, aluminum, vinyl or galvanized steel.
- F. Aluminum, galvanized steel or vinyl lap siding, brick, stucco or stone or combinations of same are the only accepted materials for the exterior surface of the home and the garage or carport. Typical extruded aluminum or galvanized steel "skin" is not acceptable under any circumstances.
- G. Color of exterior siding, roofing, awnings, trim gutters, etc. must be composed of earth tone color combinations or other color combinations acceptable to Park Owner. All color combinations must be approved by Park Owner and colors may be approved or denied in the sole discretion of Park Owner.
- H. The minimum width required for any manufactured home shall be 23 feet, with a minimum length of 32 feet. The minimum interior air-conditioned square footage shall be no less than 750 square feet, excluding garages and screened patios and Florida rooms. Every home and accessory structure erected within Pine Lakes Country Club shall comply with all HUD building requirements as to building specifications and construction materials used, and shall also comply with all other applicable Federal, State and local building construction requirements.
- I. Fiberglass shingle roofs are required on each home and all accessory structures, including but not limited to carports, garages and screened rooms.
- J. Utility rooms, storage sheds and the like shall not be permitted unless expressly approved by management. It is contemplated that utility space and storage space will be provided in the garage or carport required to be constructed with each home. No open or exposed storage will be allowed and no shelving units will be allowed in carport areas.
- K. A combination central heating and air conditioning unit is required for each home and shall be placed on a concrete pad in the side or rear yard of each home. No window air conditioning shall be located in the front window of the manufactured home or front wall of any manufactured home, or any wall facing a street. (This limitation does not apply to window air conditioning units installed prior to [the effective date of these rules]. All homes must have fully operational central heat and air conditioning systems which are installed in accordance with all applicable codes and regulations.
- L. Landscaping, including scrubs and trees, is required in the front yard (street side) and around the perimeter of the central heating and air conditioning units. Landscaping planned for each homesite must be approved by the Park Owner prior to commencement of installation. Such approval shall be based upon quantity, location, size and type of landscaping. proposed.
- M. The entire yard except where shrubs and trees exist shall be sodded with grass approved by

Park Owner.

- N. The home must be tied down and blocked in compliance with State, County, City or other governmental laws, rules and regulations having jurisdiction over the installation of the home.
- O. Tie downs and blocking must comply with all Federal State and local regulations governing the blocking and tie down of manufactured housing.
- P. All homes must have a post lamp in the front yard of a design designated by Park Owner.
- Q. All utility connections from the perimeter of the lot and through the home shall be the responsibility of Tenant. All utility lines running from the perimeter of the homesite to the home shall be underground. Taps for sewer, water, electric, telephone and television cable are available along the perimeter of each lot. Underground cable TV hook-ups are available to each home at an additional charge to Tenant by the cable TV company servicing Pine Lakes Country Club.

No exterior antennas of any kind, nor satellite dishes shall be permitted, except those which are designed to receive video programming through direct broadcast satellite service or multi-point distribution service or those which are designed to receive over the air broadcast signals from local broadcast television stations and do not extend more than twelve feet above the crest of the roof line. If an outdoor reception device (satellite dish, antenna, or any other device) is reasonably necessary to receive an acceptable signal of reasonable quality, it must not exceed one meter (39") in diameter and must be installed in a manner that complies with all applicable codes, city and state laws and regulations and manufacturer instructions. To the extent allowed by federal, state or local law, Management reserves the right to prohibit any specific type of antenna or satellite dish and to regulate the placement of any device. Outdoor reception devices must be installed on Tenant's home or on the ground of Tenant's homesite in a location which is not visible from the street, or if such placement sufficiently impairs the quality of reception, it must be installed on the home or homesite in the most inconspicuous location possible and must be attractively landscaped and shielded from view to the greatest extent feasible. Generally, allowable devices must be installed at the rear of the home or as close to the rear of the home as possible, in the most inconspicuous location possible and must be painted in an appropriate color to match the surrounding environment. Management must give written approval prior to the installation of any antenna or satellite dish.

All of the materials utilized in connection with the erection and completion of the manufactured home as contained, within these paragraphs A through Q shall be of a quality, type, style and pattern acceptable to Park Owner. Park Owner shall have control over the manner of installation or attachment of the home and any accessory structures and all installation and construction shall be consistent and compatible with other homes in Pine Lakes Country Club. All home plans and designs shall be approved in writing by Park Owner prior to the commencement of the erection of the home upon the homesite. All installations shall comply with Federal, State and local laws, rules and regulations and shall also comply with all standards referenced within the Prospectus, the Rules and Regulations and the Lease Agreement.

- 4. Maintenance of a tenant's home together with the maintenance of all accessory structures and attachments to the home shall be the sole responsibility of Tenant. Maintenance of the landscaping surrounding each home shall also be the responsibility of Tenant. All homes must be maintained in a manner which is consistent with other homes in Pine Lakes Country Club. Tenant's home must be maintained inside and outside in a condition which is consistent with local building, health, and safety codes in existence from time to time. In the event Tenant shall fail to properly maintain a home or homesite, such acts shall be considered a breach of the rules and regulations of the Park. In the event Tenant shall fail to properly maintain his or her home or homesite (except that the fee for maintenance of the home itself shall not apply to those Home Owners whose tenancy is governed by prospectus PRMZ00Q994-P1), Park Owner reserves the right to perform such maintenance at the sole cost and expense of Tenant and Tenant shall have no recourse against Park Owner for any maintenance

undertaken by Park Owner. Failure to properly maintain Tenant's home or homesite shall be considered a breach and violation of these Rules and Regulations.

5. In the event that Tenant shall desire to make any improvements to Tenant's home or homesite, Tenant shall first submit plans for improvements to Park Owner. Park Owner, in Park Owner's sole discretion, may approve or deny the requested improvements to the home or homesite. Tenant shall be financially responsible for any and all improvements to the home or homesite and Tenant shall not allow any lien to attach to the homesite or other property owned by Park Owner.
6. No home may be occupied by more than two persons unless written approval has been obtained from the Park Owner. Guest visitation fees will be charged for any occupant of the home staying more than 15 days at any one time or more than 30 days per year, unless said extra occupant is a son, daughter, father, mother, sister, or brother of Tenant and Tenant has obtained Park Owner's prior written approval of said occupancy.

## II. THE HOME SITE

1. Tenant is responsible for the overall appearance of the home site. It shall be kept orderly, neat, clean and free of litter. Trimming of plants, watering, weeding and the general care of the lawn and shrubs other than mowing and edging around the perimeter of the home are the responsibility of Tenant. Lawn edging around driveways, walks, plants, planters, and the removal of grass clippings after mowing, will be the responsibility of Tenant. Additional landscaping maybe installed with the Park Owner's prior express written approval of type, amount and location. Tenant shall be responsible for immediately replacing any dead landscaping. Once planted, all landscaping becomes Park property but edging around landscaping is the responsibility of Tenant.
2. At the Park Owner's sole discretion home sites not maintained to satisfactory standards will be maintained by the Park Owner. Tenant will be charged a fee per man hour with a minimum fee per occurrence of \$40.00. Any charges for water or other materials necessary to maintain the home site in a satisfactory manner will also be charged to Tenant.
3. Any addition or improvement to the home or homesite must be submitted to the Park Owner for approval. Said approval must be obtained by Tenant in writing prior to the commencement of any work.
4. No fences of any type are permitted unless erected by Park Owner.
5. Only umbrella-type clotheslines are permitted; however, prior written approval of their specific location must first be obtained fr<sup>o</sup>m Community Management. All other types of clotheslines are prohibited and must be removed. Lines and poles must be stored when not is use. Folding drying racks may also be used for clothing hung outside; standard manufacturers' heights must be used. Lines for hanging clothes outside and lines strung between trees or oil carport supports will not be tolerated. Clotheslines are to be removed when the manufactured home is to be vacated for two months or longer.
6. Lawn care equipment, barbecues, tools, bicycles and other utility items must be stored in the garage or in the storage area constructed as part of the carport when not in use. Open storage shelves in carports are not allowed.
7. Electric, telephone, sewer, cable TV and water lines are installed to the perimeter of each home site. Tenant will make his own application for service and will pay all bills rendered by the utility companies. All such lines installed from the home to the property line will be the responsibility of Tenant for care and maintenance. Cost of any repairs to underground lines from the perimeter of the homesite to the home shall be the responsibility of Tenant.
8. All utility connections must comply with all Federal, State and local laws, rules and regulations.

9. Outdoor Signage and Flags: Resident may not post "Beware of Dog" or "No Trespassing" type signs on the Tenant's lot or on the home or in the windows of the home. Upon prior approval of Park Management, residents may display one portable, removable national flag or official State, province or territory flag, not larger than 4 1/2 feet by 6 feet, in a respectful manner in or on their home. Residents may also display in a respectful manner in or on their home one portable, removable official flag, not larger than 4 1/2 feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, POW-MIA, or various sports teams. Park Management reserves the right to prohibit the public display of any flag which in the sole discretion of Management may be disruptive to the quiet enjoyment of the Park by Park residents.
10. All yard ornaments (anything other than approved landscaping) shall be prohibited unless specifically approved in writing by Park Owner. Tenants shall request permission by submitting a drawing including specifications of said ornaments to the Park Owner for approval. Ornaments will be limited in numbers and size and must be tasteful in appearance and compatible with the existing surroundings. The Park Owner will grant approval of said ornaments in Park Owner's sole discretion.
11. Trash and other debris including yard clippings must be removed from home site and placed in approved trash containers or cans and kept out of site behind approved garbage hides or placed inside the garage until the morning of normal waste disposal collection. Only two approved containers are allowed per resident for waste disposal collection service. "Trash" is limited to either normal household waste or yard clippings and tree limbs cut and stacked as set forth in these Rules and Regulations. Disposal of any refuse other than "trash" or "garbage" will not be paid for by the Community. Such disposal will be the responsibility of Home Owner. Waste disposal containers shall be carried to the edge of the street on the morning of scheduled waste disposal collection and shall be removed from the street immediately after the waste disposal collection has occurred.

### III. RECREATION FACILITIES

1. All recreation facilities and equipment are used at Tenant's own risk. Tenants are responsible to Park Owner for damage to facilities caused by Tenant or guests of Tenant.
2. All guests of tenants are required to report to the onsite manager's office prior to using the recreational facilities. Guests must be accompanied by a Tenant while using the facilities. Any action of a guest shall be considered an action of Tenant.
3. Children under 16 years of age must be accompanied by a responsible older person at all times in any recreation area.
4. Recreational facility hours are from 8:00 a.m. to 10:00 p.m. for lighted facilities and 8:00 a.m. to sundown for unlighted facilities. Special hours will be posted to allow for cleaning and maintenance of all facilities. At the sole discretion of the Park Owner, close Owner may close any facilities for cleaning, maintenance or repair. Park Owner also reserves the right in Park Owner's discretion to alter the hours of operation for protection of the facilities or for the protection of the Park population.
5. No pets are allowed in the recreational areas at any time.
6. A room or rooms may be reserved in the clubhouse by tenants for private parties by applying in writing to the Park Owner. The Park Owner's approval shall be at Park Owner's sole discretion. Tenants shall be responsible for cleaning recreational facilities after use for private parties. In the event any Tenant shall fail to clean a facility after a private party, Tenant shall be charged for the clean up per man. hour plus the costs of any damages to the facility or facilities caused as a result of the private party.
7. Minimum clothing in the recreational area for men (except poolside) is shorts, shirt and thongs or sandals. Minimum attire for ladies shall be shorts, halter and thongs or sandals. Only swimming suits are required in the immediate area of the pool and spa.

#### IV. GUESTS

1. Guests staying overnight (more than 24 hours) must register at the office. No exceptions will be allowed.
2. Guests are allowed to stay for up to 15 consecutive days or a cumulative total of 30 days per year. Tenants will be charged for guests remaining longer than the above prescribed periods per day per person, except as elsewhere provided herein.
3. Tenants will be held financially responsible for damage to Pine Lakes Country Club property or the property of Pine Lakes Country Club tenants caused by their guests.

#### V. CHILDREN

1. Pine Lakes Country Club is manufactured home park for persons age 55 or older. We welcome visits of children and grandchildren, but require that their behavior not inconvenience other Park residents. As a courtesy, children must be accompanied by a parent or other responsible person at all times.
2. Tenants will be held financially responsible for damage to the Pine Lakes Country Club property or the property of Tenants within the Park caused by visiting children.

#### VI. PETS

1. Pets are never allowed in the recreation areas.
2. Park common areas and the homesites of other Tenants will not be used for walking pets.
3. No exterior dog or other pet houses are allowed on homesites.
4. The pet owner shall remove pet litter from the home site on a daily basis.
5. Visitors are not allowed to bring pets into the Park under any circumstances.
6. In the event of a justified complaint about a particular pet submitted by the Park Owner or another Tenant, the owner of the pet in question will be issued a warning which shall be considered notice of the first violation of this provision. In the event of a second justifiable complaint, the owner will be given a second notice of violation requiring Tenant to dispose of the pet within sixty (60) days. In the event that Tenant fails to remove the pet within the afore referenced sixty (60) day period, the failure to remove the pet shall be considered a violation of the Rules and Regulations and a default under the Lease Agreement. In the event any pet shall cause physical injury to anyone within Pine Lakes Country Club, the owner of that pet shall cause the pet to be removed from the Park within five (5) days after written notice from Park Owner. Failure to remove the pet will be considered a violation of the Rules and Regulations and a default under the Lease Agreement.
7. Tenants are limited to one dog or cat per home. Dogs shall not be larger than 30 pounds in weight. Park Owner reserves the right to refuse admittance to the Park to any pet depending upon the circumstances surrounding that pet's compatibility to the Park in general.

#### VII. VEHICLES, TRAFFIC, TRAILERS, Etc.

1. The speed limit signs in various parts of Pine Lakes Country Club are posted. Observe the speed limit signs at all times.



2. Pedestrians, bicycles, and golf carts have the right of way.
3. Tenants are allowed two (2) passenger cars per home. No commercial vehicles, campers, boats and travel trailers shall be parked anywhere within the Park except in storage areas. Storage areas maybe used only upon payment of an additional charge.
4. No street parking is permitted with the exception of temporary guests (less than 24 hours). Tenants are prohibited from parking on the grass at any time.
5. Certain designated paths and walkways are for pedestrians or bicycles only. Golf carts and other vehicles are not allowed.

#### VIII. MAIL

1. Numbered mailboxes are refurnished for each Tenant's homesite. Each tenant is responsible for maintaining their name and lot number in the proper manner. The lot number will be provided by the Park Owner. Postal delivery cannot begin until the lot number and name are placed upon the box. The method and location of attaching the lot number and name shall be approved by the Park Owner.

#### IX. ADVERTISING, SELLING AND SUBLETTING

1. Peddling and/or solicitation within the Park is forbidden. Canvassing as described in Section 723.054(3), Florida Statutes, is allowed.
2. The Park Owner will not deny any tenant the right to sell the tenant's own home within the Park. However, Park Owner does reserve the right to approve new tenants resulting from the sale of a tenant's home. A new tenant processing charge will be charged in the event of the sale for the purpose of reissuing security passes and for obtaining credit checks regarding the new tenant. A new applicant for tenancy must provide Park Owner with all reasonable information requested by Park Owner and approval of such tenancy is subject to Park Owner's acceptance of such information. Approval is further subject to the Applicant executing a new lease as otherwise provided in the Lease Agreement and the prospectus.
3. Homesites may be sublet only with the Park Owner's prior written approval of the prospective tenants. Park Owner's approval shall be in writing and may be withheld at Park Owner's sole discretion.
4. "For Sale" signs may not be placed on the homesite. For Sale signs for a particular home must be placed on the home itself. No single dimension of any sign may exceed 18", and any signs must indicate that the home and not the lot is being sold. The design of any sign must be approved in writing by the Park Owner.

#### X. LOT RENTAL AMOUNT

1. Rental increases shall become effective on January 1st of each year.
2. The bases for rental increases are as described within the Prospectus.
3. Each Tenant will be responsible for each Tenants share of all pass through and pass on fees, as described within the Prospectus.
4. Landlord may evict Tenant, an occupant of the home or the home itself for any of the following summarized reasons:
  - A. Non-payment of lot rental amount as that term is defined in Section 723.003(6), Florida Statutes;
  - B. Conviction of a violation of a federal or state law or local ordinance, which violation maybe

deemed detrimental to the health; safety, or welfare of the other tenants of the Park;

- C. Violation of a park rule or regulation, violation of the terms of this Lease Agreement or violations as otherwise provided in Chapter 723, Florida Statutes;
- D. A change in the use of land comprising the Park or a portion thereof;
- E. Failure of the purchaser, prospective tenant or occupant of a manufactured home situated within the Park to be qualified as and obtain approval to become a tenant, such approval being required by the rules and regulations of the Park.

XI. RULES AND REGULATIONS APPLICABLE TO PARTIES  
HOLDING GOLF MEMBERSHIPS OR OTHER PARTIES USING  
GOLF FACILITIES

1. All parties, including guests, who utilize the golf course facilities must comply with rules of the golf course that are posted in the Pro Shop.
2. All members, guests and other parties are required to check in with the Pro Shop before playing golf.
3. Golf privileges do not extend to guests of golf club members. Guests of parties holding memberships will be entitled to play golf only after payment of applicable greens fees, cart fees, or other fees charged in connection with use of the course and attendant facilities.
4. Damage or injury to persons or property resulting from play on the golf course is the responsibility of either the golfer or the tenant/homeowner as the case may be. All persons playing on the golf course and attendant facilities play at their own risk and the Park Owner is not responsible for injury to persons and property resulting from use of the golf course and attendant facilities.
5. Children under 16 years of age must be accompanied by an adult holding a golf membership while playing golf. Children under 10 years of age are not permitted to play golf unless specifically approved by the starter in the Golf Pro Shop. Such approval can be revoked at Park Owner's option.
6. Golf members may maintain carts within Pine Lakes Country Club and shall be responsible for their own cart storage, charging and maintenance. Non golf club members using the golf course at the discretion of Park Owner will not be allowed to use their own golf carts under any circumstances.
7. The Pine Lakes Country Club golf course will be open to the general public for daily play until such time that four hundred (400) memberships have been sold. Thereafter, use of the golf course by non-golf members residing within Pine Lakes Country Club, and use of the course by the general public shall be in the sole discretion of the Park Owner if the Park Owner deems that the course is being under utilized.
8. Golf ball "hawking" (retrieving golf balls) in the Park lakes is not allowed, except by Park Owner or the agents of Park Owner. Golf balls entering the lakes become the property of Pine Lakes Country Club.

XII. LAKES AND BOATING

1. No shrub trimmings or other debris shall be left on the lake banks or in the lakes.
2. Swimming is expressly prohibited in any lake within Pine Lakes Country Club.
3. Fishing is allowed in all lakes, provided, however, no "net fishing" is allowed.

4. Fishing on common area lake banks is allowed and is done at each person's own risk.
5. Any fish taken from the Community lakes shall be catch and release only.
6. Boats or boating of any type or kind are strictly prohibited in the lakes within the Park and on Park property at all times.

### XIII. SECURITY

1. Residents will be required to follow all security procedures established by Park Owner and all tenants will be required to follow any check in, registration and other similar procedures established for purposes of Park security.

### XIV. MINIMUM AGE

1. In accordance with the Federal Housing for Older Persons Act of 1995 (as amended or modified from time to time, "HOPA"), the Park is intended to be and is operated as "housing for older persons". Under HOPA, "older persons" are defined as persons fifty-five (55) years of age or older. The Park complies with HOPA and is intended to be reserved for occupancy by persons fifty-five (55) years of age or older, with certain exceptions as allowed by HOPA. At least eighty percent (80%) of all occupied home sites within the Park must be permanently occupied by at least one person fifty-five (55) years of age or older as of the date of occupancy, and all residents of the Park must be at least forty (40) years of age. All prospective residents of the Park will be screened for compliance with these provisions, and no application for residency will be accepted without satisfactory proof of age such as a valid driver's license, birth certificate or passport. Under HOPA, management may, in its sole discretion, make certain exceptions to the foregoing provisions.

### XV. LIGHTING

1. All lot post lights are required to be left on every evening for street lightning and security reasons and must be maintained in a working manner by each tenant.

### XVI. MANAGEMENT'S RIGHT TO CHANGE RULES AND REGULATIONS

The Park Owner reserves the right to establish new rules and regulations or change existing Rules and Regulations for situations not covered in the Rules and Regulations. Reasonable changes in the Rules and Regulations maybe made solely at the discretion Of the Park Owner. Notice of changes in Rules and Regulations shall be given to all affected Tenants and the home owner's association, if one has been formed, 90 days prior to the effective date of the proposed change in the Rules and Regulations. Any changes in the Rules and Regulations which are required as a result of restrictions imposed by governmental, entities and required to protect the public health, safety and welfare, may be enforced prior to the expiration of the 90-day period.

In the event that the Rules and Regulations in effect as of the filing date of this Prospectus are changed in accordance with the provisions of this section prior to the delivery date to a Tenant/Homeowner, then the Park Rules and Regulations in effect on the delivery date shall apply.

Notwithstanding anything to the contrary set forth in the Rules and Regulations, the Park Owner unconditionally reserves the right to amend the Rules and Regulations or to promulgate new Rules and Regulations which may, from time to time, be permitted by Law.

### XVII. COMMERCIAL ENTERPRISES

No resident may engage in any type of commercial business inside the Park. No garage, patio or rummage sales are permitted on any tenant's lot or within any tenant's home.

## XVIII. USER SERVICES

The Park Owner will provide certain nonessential amenities and services to the tenants of Pine Lakes Country Club. Nonessential services will be provided on properties within or adjacent to Pine Lakes Country Club. These amenities and services will be offered for an additional fee which will not be included in the lot rental amount. Parties wishing to utilize these services and amenities will be required to execute a user fee agreement, in accordance with the user fee agreement attached hereto and incorporated as Exhibit D to the Prospectus. The services and amenities provided by the Park Owner at additional charge are as follows:

1. Golf Membership in Pine Lakes Country Club. The current amount charged for Tenant golf memberships is available upon request. Individual golf memberships and family golf memberships will be offered. Golf memberships will entitle members to the following privileges:

Unlimited use of the Pine Lakes golf course subject to:

- a. Tournaments scheduled for the course;
- b. Availability of starting times;
- c. Closing of the golf course due to adverse weather conditions;
- d. Closing of the course for maintenance and/or repair.

It is anticipated that approximately 400 golf memberships will be offered for the Pine Lakes golf course. Golf memberships will be provided on a first come, first served basis. In the event an insufficient number of golf memberships are acquired by Tenants within Pine Lakes Country Club and by owners of subdivision lots within Pine Lakes Country Club, the Park Owner reserves the right to offer golf memberships to the general public at a cost deemed appropriate by the Park Owner. The Park Owner reserves the right to allow non-golf members and members of the general public to utilize the course on a pay-as-you-go basis. No user fee agreement will be required for those individuals utilizing the course on a pay-as-you-go basis.

2. RV/Boat Storage Charge. Storage of RV's having a, maximum length of 40 feet and a maximum width of nine feet, and storage of boats or boat trailers having a maximum length of 25 feet and a maximum width of eight feet shall be provided to Tenants on a first come, first serve basis. Each Tenant utilizing this service is also required to pay a refundable key deposit for each RV, boat or boat trailer stored within the storage compound. The Park Owner will not be responsible for any theft, damage, or injury to persons or property occurring within the storage compound.
3. Additional Nonessential Services Provided On a Pay-As-You-Go Basis. As of the date of the Prospectus, the Park Owner anticipates the availability of the following commercial enterprises or additional services on properties located within Pine Lakes Country Club or existing on lands adjacent to Pine Lakes Country Club:
  - A. Golf Driving Range. A golf driving range will be available to Tenants and subdivision lot owners within Pine Lakes Country Club and Tenants of Lake Fairways on a pay-as-you-go basis. The published rates for using the driving range shall be located in the Pro Shop for the golf course. Park Owner reserves the right to open the driving range to use by the general public on a pay-as-you-go basis.
  - B. Pro Shop. It is anticipated that the Pro Shop will carry golfing accessories which may be purchased by Tenants of Pine Lakes Country Club at prices established by the Pro Shop.
  - C. Snack Bar. The snack bar adjacent to the Pro Shop will operate on a pay-as you-go basis. The prices for food and beverages dispensed by the snack bar shall be as posted in the snack bar.

- D. Increase in User Fees. The Park Owner reserves the right to increase user fee charges for the amenities referenced in paragraphs 1 through 3 above. Park Owner will give all users of the amenities and services referenced above 30 days advance notice of any increase in charges for golf memberships or RV/boat storage charges. The factors for increases in such charges are as stated within the Prospect.

Tenant: \_\_\_\_\_  
\_\_\_\_\_

Date:

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