

PROSPECTUS  
FOR  
BUCK BAY MOBILE HOME COMMUNITY

1. THIS PROSPECTUS CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND YOUR FINANCIAL OBLIGATIONS LEASING A MOBILE HOME LOT. MAKE SURE THAT YOU READ THE ENTIRE DOCUMENT AND SEEK LEGAL ADVICE IF YOU HAVE ANY QUESTIONS REGARDING THE INFORMATION SET FORTH IN THIS DOCUMENT.

2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE LESSEE SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIALS.

3. ORAL REPRESENTATIONS SHOULD NOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE PARK OWNER OR OPERATOR. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

4. UPON DELIVERY OF THE PROSPECTUS TO A PROSPECTIVE LESSEE, THE RENTAL AGREEMENT IS VOIDABLE BY THE LESSEE FOR A PERIOD OF FIFTEEN (15) DAYS.



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## PROSPECTUS FOR BUCK BAY MOBILE HOME COMMUNITY

### I. NAME AND ADDRESS OF PARK

Buck Bay  
2149 N.W. 77th Avenue  
Gainesville, FL 32653

### II. RECEIPT OF NOTICES AND DEMANDS

The following person is authorized to receive notices and demands on the park owner's behalf:

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Resident Manager  
Buck Bay  
2149 N.W. 77th Avenue  
Gainesville, FL 32653

### III. PARK PROPERTY DESCRIPTION

A. Lots, set-backs, and minimum separation between mobile homes.

1. The park contains 144 lots,
2. The lots areas of the various lots on Buck Bay are as follows: (S.F. means square feet)

Lot's 2, 3, 4, 6 through 16, 20 through 33 -  
4750 S.F. (50' x 95')

Lot's 41 through 55 - 5750 S.F. (50' x 115')

Lot's 36, 56 through 61, 63, 64, 68 through 73,  
77, 79 through 85, 90, 91, 96, 97, 99, 100, 101,  
103 through 109, 112 through 118, 121 through 127,  
130 through 135, 138, 139, 140 - 4500 S.F.  
(50' x 90')

Lot's 62 and 78 - 5400 S.F. (60' x 90')

Lot's 102 and 119 - 5250 S.F.  
(approx. 59' x 90')

Lot's 110, 111, 128, 129 and 141 - 5266 S.F.(approx. 60' x 90')

Numerous lots in the Park (such as, for example, corner lots, end lots, lots bordering on common areas and other lots not conforming to the typical lot pattern in the Park) vary substantially in size and dimensions from the average lot in the Park, and these are as follows:

The approximate sizes of the odd shaped lots are as follows

- Lot No. 1 - 61.76' x 95' (5652 S.F.)
- Lot No. 5 - 60' x 95' (5700 S.F.)
- Lot No. 17 - 59.85' x 95' (5621 S.F.)
- Lot No. 18 - 66.69' x 95' (5671 S.F.)
- Lot No. 19 - 65' x 95' (6175 S.F.)
- Lot No. 34 - 59.90' x 95' (5635 S.F.)
- Lot No. 35 - 60' x 90' (5337 S.F.)
- Lot No. 37 - 50' x 90' x 62.97' x 93.05' (4865 S.F.)
- Lot No. 38 - 50' x 93.05' x 114.18' x 147.13' (7675 S.F.)
- Lot No. 39 - 50' x 147.13' x 37.91' x 106.34' x 122.40' (11,346' S.F.)
- Lot No. 40 - 50' x 122.40' x 76.07' x 115' (6848 S.F.)
- Lot No. 93 - 50' x 109.14' x 100' x 86.12' (5793 S.F.)
- Lot No. 95 - 62.17' x 90' (5436 S.F.)
- Lot No. 120 - 52.48' x 90' (5194 S.F.)
- Lot No. 137 - 126.74' x 66.39' x 118.88' (7259 S.F.)
- Lot No. 143 - 50' x 92.19' (4588 S.F.)
- Lot No. 65 - 50' x 90' x 67.03' x 92.72' (5003 S.F.)
- Lot No. 66 - 50' x 92.72' x 31.60' x 50.05' x 92.72' (5866 S.F.)
- Lot No. 67 - 50' x 92.72' x 60.88' x 90' (4810 S.F.)
- Lot No. 74 - 46.17' x 90' x 51.65' x 90.06' (4545 S.F.)
- Lot No. 75 - 50' x 90.06' x 75.84' x 104.98' (5299 S.F.)
- Lot No. 76 - 104.98' x 77.90' x 90' x 50' (5500 S.F.)
- Lot No. 86 - 47.46' x 90' x 51.83' x 90.06' (4551 S.F.)
- Lot No. 87 - 90.06' x 98.02' x 120.77' x 50' (6423 S.F.)
- Lot No. 88 - 50' x 120.77' x 49.67' x 84.28' x 104.17' (9207 S.F.)
- Lot No. 89 - 50' x 104.17' x 80.69' x 90' (5549 S.F.)
- Lot No. 92 - 50' x 90' x 50' x 101.76' (4612 S.F.)
- Lot No. 94 - 69.67' x 86.12' x 50' x 133.71' (6157 S.F.)
- Lot No. 98 - 61' x 90' (5356 S.F.)
- Lot No. 136 - 94.35' x 102.48' x 90.63' (5520 S.F.)
- Lot No. 142 - 60' x 91.25' (5322 S.F.)
- Lot No. 144 - 125' x 36.74' x 100' x 92.19' (7601 S.F.)

### 3. Setback Requirements:

The Alachua County Commission, through Zoning Resolution #Z-82-43, dated May 18, 1982, imposed on Buck Bay the setbacks required in its "RM" zoning classification, which are at this time as follows:

- Front: 8 feet
- Rear: 5 feet
- Side: 5 feet
- Street side: 10 feet

4. Minimum Separation Distances:

Pursuant to S4A-42.05, Florida Administrative Code, the State Fire Marshall has adopted the NFPA Code. This code sets forth minimum separation distance requirements between mobile homes as follows:

5-2.1 Firesafety Separation Requirements.

5-2.1.1 Any portion of a manufactured home, excluding the tongue, shall not be located closer than 10 feet (3.04 M) side to side, 8 ft. (2.44M) end to side or 6 ft. (1.83 M) end to end horizontally from any other manufactured home or community building unless the exposed composite walls and roof of either structure are without openings and constructed of materials which will provide a one hour fire rating, or the structures are separated by a one hour fire rated barrier. (see 5-4.1)

5.4 Accessory Building or Structure Firesafety

5-4.1 Requirements - A carport, awning, ramada, or open (screened) porch shall be permitted to be located immediately adjacent to a site line when constructed entirely of materials which do not support combustion and provided that such facilities are not less than 3 ft. (0.91 M) from a building, cabana, or enclosed porch on an adjacent site. A carport, awning, or ramada or open (screened) porch using combustible materials shall not be located closer than 5 ft. (1.52 M) from the site line of an adjoining site.

5. Standards to be Observed:

The 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. Consequently, no representation is made hereby as to the applicability or interpretation of the requirements quoted and referenced above nor as to the continuing applicability of such requirements. Prospective tenants of the Park are strongly advised to make their own independent inquiry 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 Filing Date, that any one or more of such requirements may be subsequently modified or repealed, and that there may exist additional requirements of various governmental entities with respect to the placement and installation of mobile homes on lots within the Park. No obligation is undertaken by the Owner to advise any Park resident or tenant of any such modification or repeal, or of any such additional requirements.

B. Shared Facilities

Buck Bay has a dock on the lake and a kiddie park which will be available for use by the park residents. The maximum number of lots that will use these shared facilities at the present time is 144 which is the total number of lots within the park.

The park may be expanded up to a maximum of 500 lots at some as yet undetermined future date. As those lots become available, the residents of those lots will also be allowed to use the shared facilities.

#### IV. RECREATIONAL AND COMMON FACILITIES

A. Buildings - None that are available for park residents use.

B. Swimming Pool - None

C. Other Facilities and Permanent Improvements

1. DOCK: The park has a wooden walkway approximately three feet wide and 390 feet long through the woods out to the lake. This dock extends into the lake approximately twenty feet and has a 16.5' x 31.5' platform on the end. NO SWIMMING IS ALLOWED. Children must be supervised by an adult. No more than 15 persons are allowed on the dock at any one time.

2. KIDDIE PARK: The kiddie park is located just south of lot #101 and contains swings, tables, and like facilities for small children, who must be supervised by an adult.

D. Personal Property - None

E. Days and Hours of Operation

1. DOCK: The dock facilities are open seven days a week from dawn until midnight.

2. KIDDIE PARK: The playground equipment may be used between the hours of 9:00 A.M. and dusk daily.

F. Future Improvements - All planned recreational and common facilities are in place.

G. Service Facilities - In addition to the recreational and common facilities described above, the Park contains several service improvements such as roadways and water, sewer and other utility facilities.

H. In General - All facilities described in this Section IV. have been completed as of the Filing Date. The Owner reserves the right from time to time to alter or change any of such facilities by the removal, relocation or alteration of existing facilities or the construction of new facilities. No assurance is given that any of the foregoing facilities will remain available for the residents' use for any specified period after the Filing Date.

## V. PARK MANAGEMENT AND MAINTENANCE

The management of Buck Bay is the responsibility of the Park Manager, The Park Manager's office is presently located at 2149 N.W. 77th Avenue, and will have posted days and hours of operation. All questions and problems concerning park operations should be directed to the Park Manager. In the future, the park manager's office may be relocated.

The maintenance and operation of the park property is also the responsibility of the Park Manager. Any problems which arise concerning the park property should be directed to the Park Manager.

The owner of Buck Bay reserves the right to employ a management company to manage the park. Should this occur, the management company so hired would be responsible for the operations and maintenance of the park. You will be notified at least 90 days in advance of any such change in management taking place and given the name and address of the management company.

The owner reserves the right upon 90 days prior written notice to each owner of a mobile home located in the park to increase, reduce, eliminate or modify from time to time any or all of the services that are provided by the park.

In general and except as expressly provided to the contrary in this prospectus, each owner of a mobile home in the Park is responsible for the maintenance and repair of his or her mobile home, mobile home lot, and all improvements thereon (including landscaping). Also, each owner is responsible for compliance with the Park Rules and Regulations, and for the timely performance of such owner's obligations under his or her rental agreement.

The furnishing of this prospectus and its contents are based upon requirements of Florida law and rules of the Department of Business Regulation of the State of Florida. In the event the law and or the rules are repealed, modified, declared unconstitutional or changed in any way or eliminated, the owners reserve the right to alter, amend, revoke or nullify this prospectus and or its contents as in its sole discretion, it sees fit, in compliance with statutes or rules of the department as the same may exist in the future.

## VI. MOBILE HOME OWNER REQUIRED IMPROVEMENTS

The following are requirements of each mobile home owner that must be met as a condition of their occupancy in Buck Bay:

1. All removable hitches must be removed.
2. The mobile home owner must provide skirting around his mobile home. The skirting shall be of wood or masonry, installed according to park standards.

3. The mobile home owner must provide and install an awning over the patio area. The awning shall be of engineered aluminum design and installed according to park standards. The Awning must be at least 10'x16' in size.

4. The mobile home owner must provide foundation plantings of a species approved by the management and planted according to park standards.

5. The mobile home owner must provide two garden hose spigots located near the front and rear of the mobile home.

6. The mobile home owner must provide pre-cast concrete steps of a design approved by the management at all locations where steps are required.

The required skirting, steps, landscaping and garden hose spigots must be installed within thirty (30) days after the home is placed and the required awning must be installed within sixty (60) days after the home has been placed.

To the extent permitted by law, the mobile home owner may also be required to bear, in the form of increases in the lot rental amount, the costs incurred by Owner in installing capital improvements or performing major repairs in the Park. Factors affecting increases in the lot rental amount are described in Section VIII of this prospectus. The foregoing requirements detailed in this prospectus have been required of all tenants since the day the park opened. Tenants occupying lots in the park as of June 4, 1984 have not been required to make any additional improvements as a result of the promulgation of this prospectus or changes in the rental agreement.

## VII. UTILITIES AND OTHER SERVICES

1. Water - Water is provided by the Gainesville Regional Utilities and billed to the mobile home owner individually. Responsibility for water mains in the park up to and including the water meter providing water to your lot is the responsibility of the Utility. Water pipes from the meter to each mobile home are the mobile home owner's responsibility.

2. Sewage - Sewage disposal is provided by Gainesville Regional Utilities, billed to the mobile home owner individually. Responsibility for sewer pipes within the park are the Utility's responsibility up to the lot line. The sewer pipe between the property line and the ground connection on the lot are the Park's responsibility. The ground connection and the pipes to the mobile home are the mobile home owner's responsibility.

3. Waste Disposal - Waste Disposal is provided by the City Gainesville, and is billed to each mobile home owner individually as part of their utility bill.

4. Cable T.V. - Cablevision is provided by Cox Cable and is entirely the mobile home owner's responsibility.



5. Storm Drainage - Storm drains within the park are provided and maintained by the park. The City of Gainesville makes a city-wide charge for storm water utilities, which is billed to each mobile home owner individually as part of their utility bill.

6. Electricity - Electric power is provided by the Gainesville Regional Utilities. It is billed directly to the mobile home owner, and is the owner's sole responsibility. The City is responsible for the electric lines to the meter, including the meter. The Park management is responsible for the electric meter pedestal. Electrical lines to the mobile home or any other connection outside the mobile home, including the main breaker at the pedestal are the mobile home owner's sole responsibility.

### VIII. INCREASES IN RENT AND OTHER CHANGES

The following are all the lot rental amounts to be paid by the Lessee.

#### 1. Base Rents For Single and Double Wide Homes:

Lots in Buck Bay fall into four categories with respect to base rents. These categories are based on lot size and location within the park and are as follows:

"A" lots include 2 through 16, 20 through 33, 96, 97, 99, 100, 103 through 109, 112 through 118, 121 through 127, 130 through 135, 138, 139, 140, and 143.

"B" lots include 1, 17, 18, 19, 34 through 37, 56 through 64, 68 through 74, 77 through 86, 90, 91, 93, 94, 95, 98, 101, 102, 110, 111, 119, 120, 128, 129, 136, 141, and 142.

"C" lots include 38 through 55, 65, 66, 67, 75, 76, 87, 88, 89, and 92.

"D" lots include 137 and 144.

Base rents at the time of delivery of this prospectus, for the four categories are as follows:

"A" Lots - \$ \_\_\_\_\_ per month

"B" Lots - \$ \_\_\_\_\_ per month

"C" Lots - \$ \_\_\_\_\_ per month

"D" Lots - \$ \_\_\_\_\_ per month

Double wide homes are 10% more on any lot, rounded to the nearest one dollar.

#### 2. Special Use Fees

A. Pet Fees: One domestic cat or one dog not to exceed 30 pounds will be allowed, subject to written approval of management. There will be a rent surcharge of 5% per month of the base rent for a category "A" lot in effect at the time of the rent surcharge, rounded to the nearest dollar. This surcharge applies to all lots in the park. The base rent of a category "A" lot is simply the measure used to apply the rent surcharge percentage, so that the rent surcharge for all lots in the park will be uniform.

B. Late Fees: Rent is due on the first of each month or on the first business day after the first if the first falls on a weekend or legal holiday. Management will assess a late fee equal to 2% of the base rent for a category "A" lot in effect at the time the fee is assessed, rounded to the nearest dollar for each day the rent remains unpaid after the due date. The late fee applies to all lots in the park. The base rent of a category "A" lot is simply the measure used to apply the late fee percentage, so that the late fee for all lots in the park will be uniform.

C. Fees For Not Complying With Installation Requirements: Section VI of this prospectus deals with Mobile Home Owner required Improvements. If these improvements are not completed within the time periods as stated in section VI, management may charge a fee equal to 30% of the base rent for a category "A" lot in effect at the time the fee is assessed, rounded to the nearest dollar, for each month the required improvement remains uncompleted. The fee applies to all lots in the park. The base rent of a category "A" lot is simply the measure used to apply the percentage, so that the fee for failure to timely comply with installation requirements for all lots in the park will be uniform.

D. Fees For Not Maintaining Mobile Home or Lot: If the tenant fails to maintain the exterior of his mobile home or lawn in the neat and clean condition as provided for in the lease agreement, management reserves the right to, upon proper notice, perform these functions for him, charging a reasonable fee for doing so. Fees for lawn maintenance or washing a tenant's mobile home shall be deemed "reasonable" if competitive with local firms providing the same services.

E. Bad Check Charges: A charge equal to fifteen percent (15%) of the base rent for a category "A" lot in effect at the time of the receipt of the bad check, rounded to the nearest dollar will be made for checks not honored by the bank. Dishonored checks will not be redeposited; they must be redeemed with cash or money order. If the Management receives notice of a dishonored check after the date the rent is due, the late fee shall also apply as provide in subparagraph VIII (2)(B). The bad check charge applies to all checks given by tenant in payment for any obligation of tenant and applies regardless of the category of lot on which the tenant resides.

F. Expenses of Legal Actions: In the event of any proceedings for the collection of delinquent rent and any other charges set forth in the rental agreement, or enforcement of Park rules, or in the event of an eviction, the prevailing party shall be entitled to a reasonable attorney's fee and court costs.

G. Expenses on Termination of Lease Agreement: If the tenant fails to voluntarily vacate the premises after termination, Management may bring an action for

possession in the appropriate court and Tenant agrees to pay all costs, expenses and reasonable attorney's fees which shall be incurred or expended by Management.

H. Risks and responsibilities of Tenants: In case of fire or other damage to or destruction of tenant's property or in case of any personal injury, tenant is responsible and liable for cost of repairs, removal of debris, clean-up of lot and premises and payment of any personal injury or property damage claim.

I. Clean-up of Spilled or Accumulated Garbage, Trash or Refuse: The cost of cleanup of garbage, trash or refuse which has spilled or which has accumulated on a lot to the point of becoming a hazard, will be billed to the tenant.

3. Government and Utility Charges: Government and Utility Charges are defined as those amounts, other than special use fees, which are itemized and charged separately from the rent and which represent the mobile home owner's share of costs charged to the park owner by any state or local government or utility company. The following charges incurred by management may be passed on to the homeowners. An increase in any of the following charges may result in an increase in the homeowner's lot rental amount.

a. Taxes: "Taxes" means all general and special ad valorem taxes and assessments levied upon or assessed against the park (including, without limitation, local improvement assessments and storm drainage assessments) and any costs or fees incurred by owner in verifying the reasonableness of or contesting any of the same in good faith. If the method of property taxation prevailing as of the date hereof is changed so that taxes now levied or assessed on real or personal property are replaced partially or completely by a tax levied or assessed upon owner, as a capital levy or otherwise, or on or measured by rents received by owner from the park, then such new or altered taxes shall be deemed included within the definition of "Taxes".

b. New Utilities: Any new governmental or utility charge assessed against the park as a whole rather than to the homeowner, including but not limited to, stormwater management fees, impact fees, garbage fees, land fill fees, or any other fee or charge made by any governmental agency made to the park owner which fee or charge does not exist at the time of the filing of this prospectus.

4. Security Deposit: Homeowner will pay, upon the signing of the rental agreement, a sum equal to one month's base rent in effect at the time of signing the rental agreement. The security deposit may be refundable or may be retained in whole or part as described in paragraph 3 of the rental agreement. The security deposit will be held by the park owner in the manner described in the rental agreement.

5. Effect of Cost Increases: Governmental and utility charges listed in paragraph 3 are costs incurred by the park owner. Such new costs, or increases in costs existing as of the delivery day of prospectus incurred by park owner will be passed on to lessee. Such amount shall be allocated among all lessees prorata. That is, each tenant shall pay a percentage of the increase which percentage shall be the same as the percentage of the total base rent each lessee pays.

6. Current Charges: The amount of the charges payable by the homeowner as of the date of furnishing this prospectus are as following:

	(a)	Base Rent	\$
	(b)	Security Deposit	\$
*	(c)	Taxes	\$
*	(d)	New Utilities	\$
	(e)	Pet Fees	\$
	(f)	Late Rent Fees	\$
	(g)	Fees for not complying with installation requirements	\$
	(h)	Bad Check Charge	\$
*	(i)	Termination of rental agreement	\$
*	(j)	Expenses of legal actions	\$
*	(k)	Mobile Home owners risks and Responsibilities	\$
*	(l)	Cleanup of spilled or accumulated garbage, trash or refuse	\$
*	(m)	Fees for not maintaining mobile home or lot	\$

\* These amounts are limited charges which may or may not be incurred and vary depending on the circumstances. See section VIII.

7. Manner in Which Rents May Be Raised: The base rents as of the date of the delivery of this prospectus are enumerated above in section VIII-1, and are in effect until the end of the current rental agreement term. The base rents are subject to increase, effective each September 1st. The park owner will furnish at least 90 days advance notice to the tenant of any such increase. The base rents may be increased as follows:

A. The percentage of increase in the base rent will equal the percentage increase in the C.P.I. over the "measuring period", plus 2% OR 10% per year, whichever is greater. "C.P.I." means 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 such Consumer Price Index, then an alternative index designated by owner in its reasonable discretion. For this purpose, the "measuring period" means the 12 months period ending on the last day of the month preceding the month in which the park owner furnishes notice of any increase in the base rent.

Increase may be cumulative, i.e. any rent increase allowed by this prospectus and not imposed by the park owners in any given year may be added to any increase in any subsequent year.

B. Notwithstanding the provisions of the above, on September 1, 1990, and at each five year increment thereafter, the park owner may choose to continue as outlined above or set future rent increases according to the then 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 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; and (4) the levels of the Consumer Price Index or other index prepared by the U.S. Government to replace the consumer price index.

The terms used in subparagraph B above are defined as follows:

(a) Prevailing economic conditions: factors existing at a particular point in time which affect one's financial situation.

(b) Economic Environment: The structure of life in an area which affects the production distribution or consumption of goods and services and determines values for those activities.

## IX. PARK RULES AND REGULATIONS

1. Existing Rules and Regulations. The Park Rules and Regulations in effect as of the date of the delivery of this prospectus are attached to this prospectus as Exhibit "A".

Notwithstanding anything to the contrary set forth in the attached Rules and Regulations, the Owner unconditionally reserves the right to amend the Park Rules and Regulations or to promulgate new Park Rules and regulations in accordance with the provisions of the paragraph 2 below or in any other matter which may, from time to time, be permitted by law.

2. Amendments to Rules and Regulations. The Owner may from time to time amend the Park Rules and regulations by modifying or changing any existing rule or regulation or adopting any new rule or regulation; provided, however, the Owner shall give at least 90 days prior written notice to each owner of a mobile home-in the Park of such amendment, and provided further that no new rule or regulation, except rules adopted as a result of restrictions imposed by governmental entities and required to protect the public health, safety and welfare, shall be enforced by the Owner prior to the expiration of such 90-day period.

## X. ZONING CLASSIFICATION

1. Present Zoning: The present zoning of Buck Bay is "Planned Unit Development" as per Alachua County Zoning Resolution Z-82-43, dated May 18, 1982.

2. Permitted Uses: The permitted uses under the zoning classification are as follows: use as Mobile Home Subdivision only.

## XI. ZONING

The present zoning of Buck Bay is "Planned Unit Development" as per Alachua County Zoning Resolution Z-82-43, dated May 18, 1982. (Copy Attached as Exhibit "C")

The Gainesville City Commission has zoning authority over Buck Bay.

Buck Bay is a platted mobile home subdivision. The individual lots can be sold. As far as zoning is concerned, Buck Bay is not a mobile home park. The owners of Buck Bay reserve the right to sell any or all of the lots within Buck Bay at any time subject to the notice requirements set forth below.

Lots that are occupied by a tenant's mobile home may not be sold without first giving the tenant twelve (12) months written notice that the lots will be offered for sale, and the right to purchase the lot at any time during that twelve (12) months for a price 10% below the anticipated retail lot price. If the tenant does not exercise his option to purchase the lot, he must remove his mobile home from the lot at the end of the twelve (12) month period, which begins when the tenant is notified the lot will be offered for sale.

## XII. EXHIBITS

The following items are attached to this prospectus as exhibits:

- A. Copy of Rental Agreement with Rules and Regulations
- B. Mobile Home Park lot layout showing location of recreational areas and other common areas.
- C. All covenants and restrictions and zoning which will affect the use of the property not set out elsewhere in the prospectus.

## BUCK BAY RENTAL AGREEMENT (352) 372-7700

This Agreement, made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by and between BUCK BAY (hereinafter called "Management") and \_\_\_\_\_ (hereinafter called "Tenant").

Management, in consideration of the rent to be paid and the promises in this Agreement to be kept and performed by the Tenant, hereby rents to the Tenant, subject to the terms and conditions of this Agreement, the premises known as lot # \_\_\_\_\_, as per plat thereof recorded on the Public Records of Alachua County, Florida, for the purpose of parking the Tenant's mobile home. Management and Tenant acknowledge that Chapter 723, Florida Statutes, governs this Agreement.

Management and Tenant mutually agree upon the following:

**1. TERM.** This agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ and shall continue until August 31, \_\_\_\_\_, or until terminated as provided hereon or pursuant to law. All lot rental agreements are for a period ending August 31st each year and renew automatically on September 1st of each year for a period of one year, unless terminated by the tenant or management pursuant to proper notice prior to August 31st of any year.

**2. RENT.** Tenant agrees to pay to Management at its office at 2149 N.W. 77th Avenue, Gainesville, Florida 32653, or by mail at 2321-A2 N.W. 41st Street, Gainesville, Florida 32606, the sum of \$ \_\_\_\_\_ per month in advance on the first day of each month during the term of this agreement.

(a) Base Rent \$ _____	(b) Security Deposit \$ _____	*(c) Taxes \$ _____
*(d) New Utilities \$ _____	(e) Pet Fees \$ _____	(f) Late Rent Fees \$ _____
(g) Fees for not complying with installation \$ _____	(h) Bad Check Charge \$ _____	*(i) Termination of rental agreement \$ _____
(j) Expenses of legal action \$ _____	*(k) Mobile Home owners risk and responsibilities \$ _____	*(l) Cleanup of spilled or accumulated garbage, trash or refuse \$ _____
(m) Fees for not maintaining mobile home or lot \$ _____		

\* These amounts are limited charges which may or may not be incurred and vary depending on the circumstances. See section VIII of prospectus.

**3. RENEWAL AND HOLD OVER:** If the tenant holds over at the expiration of the date of the rental agreement, and Management approves holdover and accepts rent there after, then this agreement shall remain in full force and effect and the term of the rental agreement shall extend to August 31 of the next year, and each subsequent year thereafter.

**4. RENT INCREASES:** Management may raise the rent by giving the Tenant notice of such increase on or before May 31st of each year, which date is not less than ninety (90) days prior to the end of the current lease term. Subject to the provisions of Florida Statutes 723.037, the increased rent will automatically become a part of this Agreement, with the new lot rental amount to take effect on September first.

**5. SECURITY DEPOSIT:** Tenant agrees to pay, upon signing this agreement, a sum equal to one months rent as a security deposit, which is refundable upon the termination of this Agreement as provided below:

Funds will be held in a non-interest bearing account at the Merchants & Southern Bank. Said funds will not be commingled with other funds of Management. Should the rent be increased in the future, the security deposit shall be increased accordingly and the Tenant shall pay the increased security deposit to Management on or before September 1st of each year.

Management and Tenant acknowledge that Tenant has the right to recover deposit money pursuant to Section 83.49, Florida Statutes, as follows: Management has fifteen days after Tenant vacates the premises upon termination of the rental agreement to impose a claim against Tenant's security. Management will disclose to Tenant, in writing, within said fifteen days Management's reasons for imposing a claim against the Tenant's deposit money. If Management does not give such notice within the time specified, Management waives the right to retain the deposit and will return it to Tenant. If Tenant objects to the retention of or deduction from the security deposit, tenant must object in writing within fifteen days from the time tenant receives notice or management will be authorized to retain or deduct from the security deposit. Your written objection must be mailed to Management at 2321-A2 N.W. 41st Street, Gainesville, Florida 32606.

**6. LATE PAYMENTS:** Rent will be considered late if not paid by 5:00 p.m. on the first day of each month or the next business day after the first if the first falls on a holiday or weekend. Management will assess a late fee equal to 2% of the base rent for a category "A" lot in effect at the time the fee is assessed, rounded to the nearest dollar, for each day the rent remains unpaid after the due date. The late fee applies to all lots in the park. The base rent of a category "A" lot is simply the measure used to apply the late fee percentage, so that the late fee for all lots in the park will be uniform. If the late fee is not paid by the Tenant during the month in which it is assessed, it shall be added to rent for the next succeeding month of this tenancy, and any failure to pay such additional rent shall be deemed a default by the Tenant. The late payment fee applies to all lots in the park, regardless of category.

**7. BAD CHECKS:** A charge equal to fifteen percent (15%) of the amount of the base rent for a category "A" lot in effect at the time of the receipt of the bad check, rounded to the nearest dollar will be made for checks not honored by the bank. Dishonored checks will not be redeposited; they must be redeemed with a cashier's check or money order. Due to safety concerns, park management is not authorized to accept cash. If the Management receives notice of a dishonored check after the date the rent is due, the late fee shall also apply as provided in paragraph number 5. The bad check charge applies to all checks given by tenant in payment for any obligation of tenant and applies regardless of the category of lot on which the tenant resides. The base rent of a category "A" lot is simply the measure used to apply the bad check charge percentage, so that the bad check charge for all lots in the park will be uniform.

**EXHIBIT (A)**

8. **UTILITIES:** Tenant agrees to pay for all gas, water, sewage, electricity, telephone, refuse collection, and other services and utilities as disclosed in the prospectus. No services or utilities are provided by park as a part of the lot rental amount.

9. **MOVEMENT WITHIN PARK:** Management retains the right to require Tenant to move to another location within the Park, provided, however, that no less than two weeks prior written notice shall be given to the Tenant. In such case, Management will be responsible for and pay all costs of moving said mobile home, including the connection of all utilities involved.

10. **REMOVAL OR SALE OF MOBILE HOME:** No home may be removed from the Park until thirty (30) days written notice in advance is given Management. All obligations to Management, to utilities and to others must be paid or satisfied before the homeowner may be covered. The lot must be left in a clean and neat condition. No deposit will be refunded unless these conditions are met. Any mobile home listed for sale in the Park must be registered with the Management. Any prospective purchaser must be approved by the Management BEFORE the sale is consummated.

11. **SUBLETTING, ETC. PROHIBITED:** No mobile home, unless owned by the Management, may be rented, sublet, leased or loaned by the owner or occupied by anyone other than the owner or a member of the owner's immediate family, except for short periods while the owner is away, not exceeding thirty (30) calendar days in any one year.

12. **ZONING:** Buck Bay is zoned "PUD", It falls under the jurisdiction of the Gainesville City Commission located at City Hall, Gainesville, Florida 32601.

13. **NOTICES:** The person authorized to receive notices and demands on behalf of Buck Bay, Ltd., is Robert Thomas, who is the Resident Manager, and whose address is 2149 N.W. 77th Avenue, Gainesville, Florida 32606. Notice by Management to Tenant shall be mailed or hand delivered to Tenant.

14. **ENTRY ON LOT OR TO MOBILE HOME BY MANAGEMENT:** Management has the right to go on the lot rented to Tenant to perform necessary maintenance, to post notices to Tenant or to perform other acts necessary to the operation of the Park. By entering into this Agreement, Tenant gives Management the limited right to enter Tenant's mobile home only when such entry is required due to an emergency. Tenant is aware that Tenant may, at any time, revoke Management's right to enter Tenant's home by giving notice in writing to that effect to Management.

15. **LEGAL FEES:** In the event of any proceedings for the collection of delinquent rent or any other charges set forth herein, or for the enforcement of park rules, or in the event of an eviction, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

16. **TERMINATION OF AGREEMENT:** If the Tenant fails to pay the rent specified herein at the time and manner stated, or fails to keep and perform any of the other conditions or requirements of this Agreement, Management may terminate this Agreement and all rights of the Tenant at which time the Tenant agrees to vacate the premises. If the Tenant fails to voluntarily vacate the premises after termination, Management may bring an action for possession in the appropriate court.

17. **EVICTION:** Management may evict Tenant for non-payment of the lot rental amount, conviction of a violation of federal or state law or local ordinance, which violation may be deemed by Management to be detrimental to the health, safety, or welfare of other residents of the Park, violation of any rule or regulation established by the Management, a change in the use of the land comprising the Mobile Home Park or a portion thereof, or failure of the purchaser of a mobile home situated in the mobile home park to be qualified as and to obtain approval to become a tenant or for any other reason or ground listed in Florida Statutes, 723.061

18. **NOTICE OF EVICTION:** Notice shall be given in accordance with Florida Statutes 723.061.

19. **INSURANCE, TENANTS RISK AND RESPONSIBILITY:** Management shall not insure any of tenant's property and shall not be liable for any damage to Tenant's property caused by acts of God, actions of other Tenants, or otherwise. Tenants must carry satisfactory insurance and be responsible for fire, thefts, vandalism or damage to or loss of their mobile home or vehicles or those of others caused by Tenant in or about the Park. All persons who enter or live in the Park, or use any Park facilities do so at their own risk. Adults shall be responsible for the safety and conduct of minors in their charge. Management is not responsible or liable for damage, injury, or loss by accident, theft, fire, act of God, or any other cause whatsoever to either the property or persons of any Tenant or guest; nor for any personal injury to adults or children using equipment or the recreational facilities or that caused by negligence of its residents or others; nor for any damages occasioned by failure to keep the Park premises in repair or occasioned by water, snow, ice, or falling trees coming through or being upon the Park premises; nor for any damage due or occasioned by or from plumbing, gas, water, steam, or other pipes or sewage, or the bursting, leaking or running of any pipe, tank, wash stand, water closet, or waste pipe in, above, or about Tenant's lot or park premises. Tenant is responsible for complying with all applicable laws, ordinances, and regulations of the County and State. In case of fire or other damage to or destruction of Tenant's property, Tenant is responsible and liable for any cost of repairs, removal of debris, and cleanup of lot and premises, which shall be completed within sixty (60) days of the date the damage occurred. If Tenant fails to accomplish the repair, removal or cleanup within the specified time, Management may at its sole option do so and charge Tenant the reasonable expense of such activities.

20. **INSTALLATION OF MOBILE HOME:** Tenant will be solely responsible for proper installation of the Mobile Home subject to the inspection and approval of governmental authorities and management. Placement on the lot shall be at the direction of the Management. Management provides a water meter, electric meter socket with provisions for a disconnecting device (to be supplied by the tenant) and a sewer connection point at each lot. Connections to the various utilities are the sole responsibility of the tenant.

21. **INSTALLATION REQUIREMENTS:** All removable hitches must be removed. The Tenant shall provide skirting around the mobile home. Skirting shall be of wood or masonry, installed according to Park Standards, a copy of which is attached hereto. Tenant shall provide and install an awning over the patio area. The awning shall be of an approved design and shall be installed according to Park standards. Each mobile home lot must be landscaped with foundation plantings of a species approved by the Management and planted according to Park standards. Tenant shall provide two garden hose spigots to be located near the front and rear of his home. All steps are to be pre-cast concrete or fiberglass of a design approved by management. The required skirting, landscaping, garden hose spigots and steps shall be provided within thirty (30) days after the home is placed, and the required awning shall be provided within sixty (60) days after the home is placed, or a fee equal to thirty percent (30%) of the base rent for a category "A" lot in effect at the time of installation, rounded to the nearest dollar, will be assessed each month until completed. The fee for failure to timely comply with installation requirements applies to all lots on the park, regardless of category. The base rent of a category "A" lot is simply the measure used to apply the percentage, so that the fee for failure to timely comply with installation requirements for all lots in the park will be uniform.

#### EXHIBIT (A)



**22. MOBILE HOMES PERSONAL PROPERTY:** All mobile homes in the Park shall be considered personal property, and shall carry a current Florida license plate.

**23. USE OF LOT, OCCUPANCY OF MOBILE HOME:** The premises shall be used only for the parking of a mobile home, which shall not be occupied by more than three adults and one child or two adults and two children in a two bedroom unit; and not by more than four adults and one child, three adults and two children, or two adults and three children in three bedroom units. No more than two unrelated adults may occupy any mobile home in Buck Bay. All persons residing at Buck Bay will be registered with and approved by Management. Each tenant is fully responsible for persons residing in his home and his guests, to include personal conduct, adherence to Park rules and regulations and liability.

**24. FENCES, STORAGE SHEDS & ADDITIONS:** Screen porches, additions, storage buildings, fences and other appurtenances will be allowed subject to prior written approval of the Management, as to location, materials, and design, and subject to local building and zoning ordinances. A Building permit must be obtained from the City of Gainesville for all work requiring a permit. Management reserves the right to require the dismantling or removal of any addition or construction that has not been approved or built in accordance with prior approval. No window air conditioning units or fans are allowed. No foil may be placed on windows.

**25. MAINTENANCE OF MOBILE HOME:** All mobile homes must be kept in a neat and clean appearance. All mobile homes with metal siding must be washed yearly. Management reserves the right, after three days written notice to the Tenant, to wash the exterior of any mobile home, and assess as rent the costs of the washing at a reasonable fee. Fees will be deemed reasonable if competitive with fees charged by local firms to perform the same services. Management reserves the right to require the painting of any home if the siding is rusting, peeling, stained or otherwise not in neat and clean condition.

**26. MAINTENANCE OF LOT:** Management has supplied grass on each lot and Tenant shall maintain all landscaping at all times, including but not limited to, mowing, watering, trimming of shrubbery, edging and removal of debris. If the Tenant does not maintain the landscaping, Management may, after three days written notice to the Tenant, take over the care of the landscaping and bill the Tenant at a reasonable rate each month, to be assessed as rent. Rates will be deemed reasonable if competitive with fees charged by local firms to perform the same services. No digging of holes deeper than one foot, or driving of poles, stakes, or other objects is permitted without written approval of management. Any trees, shrubs or other plants planted on the lot by Management or Tenant may not be removed. Small vegetable gardens may be allowed. Prior written permission must be obtained.

**27. STORAGE:** No storage outside of the mobile home or an approved storage building will be allowed. Each lot shall be kept clean of all debris, boxes, trash, building materials, toys, etc., at all times. Management reserves the right to remove anything stored outside of approved storage buildings after giving seven days written notice of intent to do so. No boat, car, trailer, or other vehicle may be parked on the lawn, patio or street at any time. Motorcycles and mopeds may be parked on patios. No unlicensed or immobile vehicle may remain in the Park. No repairing of vehicles within the park is allowed.

**28. REFUSE:** Garbage and refuse is collected by the franchise agent of the City of Gainesville, and the cost is billed to each tenant on their utility bill. Tenants must provide containers for their garbage and trash with lock-type tops of such design that the container cannot be opened by stray animals and the contents scattered. The cost of clean-up of spilled garbage will be billed to the Tenant. Loose yard trash, such as leaves and grass, must be placed in plastic bags, cardboard boxes or other disposable containers at curbside only on collection days. Garbage cans should be placed on the street only on collection days. Burning of trash or garbage is prohibited.

**29. ANTENNAS AND CLOTHES LINES:** Outside antennas are permitted in accordance with the specific guidelines of the Federal Communications Commission. All antennas must be approved by management in ADVANCE of installation. Only "Umbrella" type clothes lines may be used and these must be removed from view when not in use. Clothes may not be hung on fences.

**30. PETS:** One cat or dog not exceeding thirty (30) pounds is allowed per lot subject to the prior written approval of the Management and subject to a \$\_\_\_ per month rent surcharge. Animals must be kept on a leash when outside the Tenant's home, unless confined to a fenced yard. Tying animals outside will not be allowed. Animals that bark repeatedly, are unruly, loud, or cause complaints from neighbors may not remain in the Park. Lawns shall be kept clear of fecal matter at all times. Animals being walked in the Park shall not be allowed to defecate or urinate in the streets, common areas or other Tenant's lots. Dog houses are not permitted.

**31. COMMERCIAL ACTIVITY:** In accordance with the provisions of Florida Statutes 723.054, commercial peddling or soliciting will not be allowed in the Park. No private business will be permitted in the park by any resident or anyone connected with any resident.

**32. VEHICLES:** The speed limit in the Park is 15 mph at all times. No loud vehicles are allowed. No unlicensed vehicles, such as trail bikes or go-carts are allowed. Only two vehicles, including boats or trailers, may be parked at any one lot. Guest's cars may be parked in the recreation area. No trucks other than conventional pick-ups and vans are allowed.

**33. DEALING WITH MANAGEMENT:** Tenant must register all complaints, repair requests and maintenance problems at the Park office and not to any of the employees working in the Park. Complaints and repair requests must be in writing and signed. Rental payments, requests for service or repairs and other Park business other than true emergencies, should be taken up with the Management only during normal business hours, which will be posted at the office and may change from time to time.

**34. DEALING WITH NEIGHBORS:** Tenants shall at all times be considerate of the neighbors, having due regard for his neighbors peace and quiet. Radios, televisions and stereos shall be played at such a level that they cannot be heard outside the Tenant's lot. Intoxication, disorderly or inappropriate conduct, profane language, boisterous parties, loud singing or talking is not allowed. Any person causing a disturbance or being a nuisance may be required to vacate the Park by Management. Trespassing on another Tenant's lot is prohibited. Management will not act as a mediator in any neighborhood arguments or disagreements. No guns, BB guns, air rifles or pistols or any toy or gun which shoots any form of projectile are allowed in the Park. The use or display of fire arms is prohibited.

**35. CHANGES IN RULES AND REGULATIONS:** Management and Tenant agree that the rules and regulations may be changed from time to time by the Management. Management agrees that the rules and regulations will not be changed without written notification to the Tenant, given at least ninety (90) days prior to the date any changes are to take effect. Management warrants that changes and amendments to the rules shall be reasonable and shall apply to all residents of Buck Bay, and shall not take effect until 90 days after a copy is delivered to each Tenant.

#### EXHIBIT (A)

36. **RIGHTS CUMULATIVE:** The rights of Management in this Agreement are cumulative. Failure of Management to exercise any right shall not operate to forfeit any other rights of management. No waiver by Management of any condition or covenants shall be deemed to constitute or imply a further waiver of any other conditions or covenants.

37. **COMPLIANCE WITH RENTAL AGREEMENT:** Tenant has read and understands this Agreement. Tenant was offered this Agreement, which includes the rules and regulations, prior to occupancy, and agrees to abide by all the terms and conditions of this Agreement.

BUCK BAY  
same as on home title)

Tenant(s): \_\_\_\_\_ (Must be the

By: \_\_\_\_\_

\_\_\_\_\_

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

MOBILE HOME VEHICLE IDENTIFICATION NUMBER: \_\_\_\_\_

Physically verified by: \_\_\_\_\_ Date: \_\_\_\_\_  
Name and address of lien holder(s), if any:

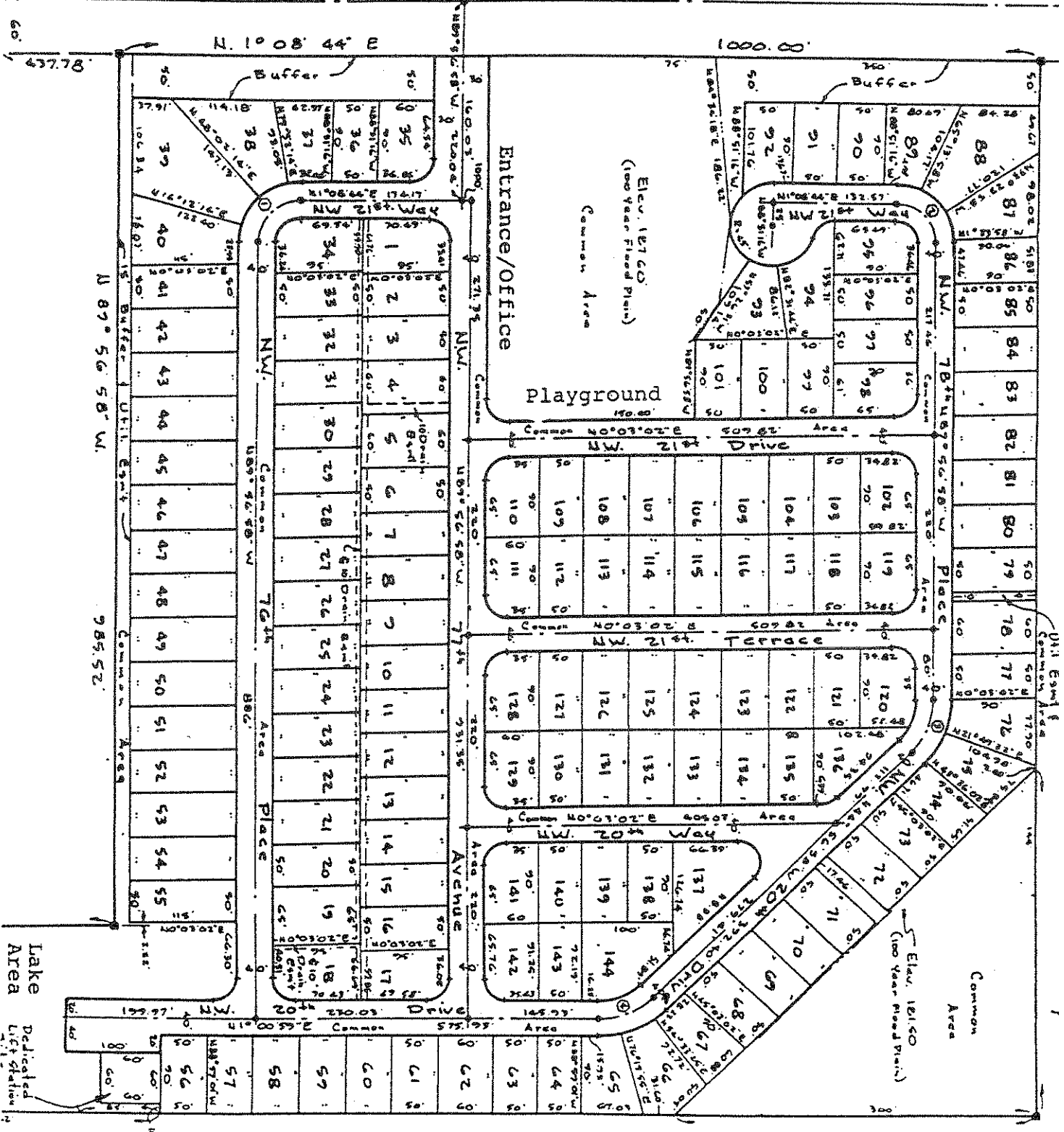


EXHIBIT (B)

ZONING RESOLUTION  
Z-82-43

WHEREAS, Zoning Application ZOM-15-82 has been duly filed and was considered by the Alachua County Planning Commission at its meeting of April 28, 1982; and,

WHEREAS, the application was considered by the Alachua County Board of County Commissioners at its meetings of May 4, 1982, and May 18, 1982;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

Zoning Application ZOM-15-82, as summarized in Exhibit "A" of this Resolution, is hereby approved, and the real property described within the application shall, unless changed in accordance with law, hereafter bear the zoning district classification of Planned Unit Development, upon the following conditions:

1. There shall be no development within the 100-year flood plain.
2. The maximum development density shall be 4.98 units per acre.
3. The lot and building requirements shall be as stated in the application except that setbacks shall be by RM zoning.
4. The laundry and maintenance facilities shall be located as shown on the Master Plan. Should these facilities not be constructed and the applicant desires to convert that area to residential lots, this application shall be brought back through the zoning process.
5. The buffers being provided abutting MS zoning to the South and SR-121 to the West shall remain in their natural state and shall be maintained by the owner.
6. No lots shall be sold until the homeowner's association is in place to provide for road maintenance.

7. Final Development Plan approval is contingent on the County Engineer assurance that the County road performance standards are being met.

Upon adoption of this Resolution, the Alachua County Director of Codes Enforcement, his designee or other authorized agent of Alachua County, shall make such change on the Alachua County Zoning Atlas as is necessary to effect this Resolution.

This Resolution shall take effect upon its adoption.

DULY ADOPTED in regular session this 18th day of May, A.D., 1982.

BOARD OF COUNTY COMMISSIONERS OF  
ALACHUA COUNTY, FLORIDA

By: Edwin B. Turlington  
Edwin B. Turlington, Chairman

ATTEST:

A. Curtis Powers  
A. Curtis Powers, Clerk

(SEAL)

1. This prospectus was determined by the State of Florida, Division of Business Regulation on \_\_\_\_\_, \_\_\_\_\_, to be adequate to meet the requirements of Chapter 723, Florida Statutes.

2. This prospectus is assigned State of Florida, Division of Business Regulation identification number \_\_\_\_\_.

3. This prospectus applies to the following lots in Buck Bay Mobile Home Community: Lots 1-144 inclusive.