

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
FT. PIERCE DIVISION**

MICHAEL NOEL, KATHLEEN)
WIKSTEN, and CLAIRE LADOUCEUR,)
on behalf of themselves and all others)
similarly situated,)

Plaintiffs,)

v.)

MHC HERITAGE PLANTATION, LLC,)
and EQUITY LIFESTYLE PROPERTIES,)
INC. f/k/a MANUFACTURED HOME)
COMMUNITIES, INC.,)

Defendants.)

No.

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

Plaintiffs Michael Noel, Kathleen Wiksten, and Claire Ladouceur (“Plaintiffs”), on behalf of themselves and all others similarly situated, by and through their attorneys, for their Class Action Complaint against Defendants MHC Heritage Plantation and Equity Lifestyle Properties, Inc. f/k/a Manufactured Home Communities, Inc. (“Defendants”), allege as follows:

I. INTRODUCTION

1. Mobile home park owners and operators owe duties to the mobile homeowners defined by statute and contract, including to provide essential services for the mobile homes in the park, such as paved streets, sewer lines, water lines, and an adequate storm drainage system.

2. These duties are defined under Florida law because mobile homeowners can easily be taken advantage of by the owners and operators of the mobile home parks in which their homes are situated. This is because of the unequal bargaining power in the relationship where, despite its name, the homes are not mobile so the homeowners cannot pick up and go if

they are dissatisfied with the park owner and operator's maintenance and management of the property.

3. Plaintiffs rent lots in Heritage Plantation mobile home park (the "Park") in which their mobile homes are situated. Defendant MHC Heritage Plantation, LLC, the owner of the Park, and Defendant Equity Lifestyle Properties, Inc., the operator of the Park, owe Plaintiffs and the members of the Class the duties to provide essential services for their homes, including paved streets, sewer lines, water lines, and, when it rains, an adequate storm drainage system.

4. Despite this, Defendants have knowingly and willfully refused to fulfill their duties by, among other things, failing to have an adequate stormwater drainage system to serve the Park. The current antiquated stormwater drainage system creates severe flooding during ordinary rainfall. Defendants have knowledge of the system's failures because flooding has plagued the Park for decades and residents routinely complain, but Defendants have failed to take any corrective action.

5. In fact, Defendants have been found in violation of the Indian River County Municipal Code because the Park's stormwater is discharging into the county's sewer system. Despite the adjudicated code violation, Defendants have seemingly made a cost-benefit decision to *not* remedy the violation and comply with the code because Defendants are willingly incurring a fine of \$100 per day, which now totals over \$132,000.

6. The flooding and constant wet ground in the Park have ruined countless floors of the residents' mobile homes and damaged their vehicles. The aged storm drains have collapsed, creating sinkholes which have cracked foundations and mobile homes. Each flood event brings silt, mud, and any number of unknown contaminants that may include bacteria, E. coli, and fertilizer, and leaves a slippery aftermath that is not removed or cleaned by Defendants. Over the

years, numerous residents in this over-age-55 community located in Vero Beach, Florida have fallen and been injured in the sludge left after flooding. Defendants are aware of many instances of property damage and personal injury, but have failed to undertake any remedial action to correct the underlying problems of the antiquated storm drainage system.

7. Plaintiffs bring this putative class action to require Defendants to uphold their duties to provide an adequate stormwater drainage system at the Park. Plaintiffs assert claims for breach of contract, breach of the covenant of quiet enjoyment, negligence, private nuisance, and trespass. In addition to seeking injunctive relief, Plaintiffs also seek compensatory damages and punitive damages.

II. PARTIES

8. Plaintiff Michael Noel is a mobile homeowner who leases the land beneath his mobile home for residential use at 824 Concord Street, Vero Beach, FL 32966, at Lot #242 within the Heritage Plantation mobile home Park.

9. Plaintiff Kathleen Wiksten is a mobile homeowner who leases the land beneath her mobile home for residential use at 709 Justice Street, Vero Beach, FL 32966, at Lot #61 within the Park.

10. Plaintiff Claire Ladouceur is a mobile homeowner who leases the land beneath her mobile home for residential use at 802 Concord Street, Vero Beach, FL 32966, at Lot #231 within the Park.

11. The Park is an age-55 and older mobile home community. It has 436 mobile home lots and is located at 1101 Ranch Road, Vero Beach, Indian River County, Florida 32966.

12. The Park was established in or around 1985. On June 11, 1994, Defendants' predecessor-in-interest, Gatorland Vistas, Inc., an Illinois corporation with its principal place of

business at Two North Riverside Plaza, Suite 800, Chicago, IL 60606, acquired ownership of the Park.

13. Beginning with Gatorland Vistas, Inc.'s ownership, Manufactured Home Communities, Inc., now known as Defendant Equity Lifestyle Properties, Inc. ("ELS"), was an agent designated on the prospectus to receive notices and demands regarding the Park.

14. On or around October 6, 2003, Gatorland Vistas, Inc. transferred its ownership interest in the Park to MHC Operating Limited Partnership, which on October 17, 2003, then transferred its interest to Defendant MHC Heritage Plantation, LLC, the current owner of the Park.

15. Gatorland Vistas, Inc. surrendered its right to do business in Florida on or around December 29, 2003, and, based upon information and belief, ceased doing business at or around that time.

16. On November 15, 2004, Manufactured Home Communities, Inc. changed its name to Defendant ELS, and Manufactured Home Communities, Inc. surrendered its license to do business in the state of Florida.

17. Defendant MHC Heritage Plantation, LLC is a Delaware limited liability company with its principal place of business at Two North Riverside Plaza, Suite 800, Chicago, IL 60606. It is registered to do business in Florida and its member is MHC Operating Limited Partnership.

18. MHC Operating Limited Partnership also has its principal place of business at Two North Riverside Plaza, Suite 800, Chicago, IL 60606, and its member is Defendant ELS.

19. Defendant ELS is a Maryland corporation with its principal place of business at Two North Riverside Plaza, Suite 800, Chicago, IL 60606. ELS is registered to do business in

Florida and, as set out above, was formerly known as Manufactured Home Communities, Inc.

20. Defendant ELS is the owner, directly or indirectly, of numerous mobile home parks in the State of Florida and throughout the United States. The Heritage Plantation mobile home Park is specifically listed as one of the age-qualified properties in Defendant ELS's portfolio.¹

21. The Park was previously known as Heritage Plantation Mobile Home Park, and before that, Heritage Village Mobile Home Park.

22. As set out above, Defendant MHC Heritage Plantation, LLC has owned the Park since October 17, 2003, and even before that date and as early as 1994, Defendant ELS (f/k/a Manufactured Home Communities, Inc.) was designated as the agent to receive notices and demands about the Park.

23. As such, Defendant ELS's knowledge of conditions at the Park and complaints it has received from the Park's residents as the agent of Defendant MHC Heritage Plantation, LLC must be attributed to Defendant MHC Heritage Plantation, LLC. Thus, those entities will be collectively referred to herein as Defendants unless otherwise specified.

III. JURISDICTION AND VENUE

24. This Court has diversity jurisdiction over this matter pursuant to 28 U.S.C. § 1332, as amended by the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1332(d)(2), because (a) there are at least 100 class members; (b) the matter in controversy exceeds \$5 million, exclusive of interest and costs; and (c) at least one plaintiff is a citizen of a different state than at least one defendant.

25. Venue in this Court is proper pursuant to 28 U.S.C. § 1391 because the Park is

¹ <https://www.equitylifestyleproperties.com/our-portfolio/mh-portfolio>.

located in this judicial district, Defendants have engaged in business in this judicial district, and a substantial part of the events giving rise to the claims at issue took place in this judicial district.

IV. FACTUAL ALLEGATIONS

A. Background

1. The Heritage Plantation Prospectus

26. A mobile home prospectus is fundamentally a disclosure document. As required by the Florida Mobile Home Act (“FMHA”), Fla. Stat. § 723.012, the prospectus drafted by the park owner must contain certain information, including a description of the mobile home park property, a description of the recreational and other common facilities, the arrangements for management of the park and maintenance and operation of the park property, a description of the manner in which utility and other services will be provided to the homeowners, and an explanation of the manner in which rents and other charges will be raised, including 90 days’ advance notice and disclosure of any rate increases or pass-through charges. The prospectus also identifies the lot and rent to be paid.

27. Attached as Exhibit A is a copy of Plaintiff Noel’s Heritage Plantation prospectus (the “Prospectus”) dated August 26, 1999, as amended November 8, 2002, the terms of which he accepted on April 2, 2017.

28. The monthly amount in April 2017 for Plaintiff Noel’s site was \$546.73, plus \$6.89 for trash removal. Today, Plaintiff Noel pays \$674.00 in rent and \$9.05 for trash removal.

29. Attached as Exhibit B is a copy of Plaintiff Wiksten’s Heritage Plantation Prospectus which, like Plaintiff Noel’s, is dated August 26, 1999, as amended November 8, 2002, the terms of which she accepted on May 3, 2018.

30. The monthly rental in May 2018 for Plaintiff Wiksten's site was \$590.00, plus \$8.34 for trash removal. Today, Plaintiff Wiksten pays \$662.19 in rent and \$11.51 for trash removal.

31. Beginning on August 1, 1988, Plaintiff Ladouceur's parents rented the land on which their mobile home sat for \$189.84 per month. In 2002, Plaintiff Ladouceur began to reside in the Park with her mother, and assumed the lease for the lot in or around June 2018. Plaintiff Ladouceur took title to her mother's mobile home in June 2018. Today Plaintiff Ladouceur pays \$664.24 in rent plus \$10.86 for trash removal. Based upon information and belief, Plaintiff Ladouceur's Prospectus is and should be the same as Plaintiffs Noel and Wiksten's.

32. The Prospectus identifies the owner of the Park as Gatorland Vistas, Inc., whose ownership interest as set out above was ultimately conveyed to the current owner, Defendant MHC Heritage Plantation, LLC. The entity authorized to receive notices and demands on behalf of the Park owner is Manufactured Home Communities, Inc. n/k/a Defendant ELS. Exhibits A and B, § II.

33. The Prospectus states that the management, operation, and maintenance of the Park is the responsibility of the Park Manager, who is physically located on-site:

The management of Heritage Plantation is the responsibility of the Park Manager.... All questions and problems concerning park operation should be directed to the Park Manager.

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

Id., § V.

34. Thus, the Park Manager is an agent of Defendant ELS, the Park's operator, as

well as an agent of the Park's owner, Defendant MHC Heritage Plantation, LLC.

35. This is consistent with the FMHA, which defines the "operator of a mobile home park" as "a person who has been delegated the authority to act as the park owner in matters relating to the administration and management of the mobile home park, including, but not limited to, authority to make decisions relating to the mobile home park." Fla. Stat. § 723.003(16). Thus, Defendant ELS is considered to be the "operator" of the Park under the FMHA as it is designated as the entity to receive notices and demands and otherwise make decisions about the Park.

36. In addition, both Defendant ELS, as the operator, and Defendant MHC Heritage Plantation, LLC, as the property owner, are both considered to be the "owners" of the Park under the FMHA. This is because the FMHA defines a "mobile home park owner" as "an **owner or operator** of a mobile home park." Fla. Stat. § 723.003(13) (emphasis added).

37. The Prospectus makes clear that paved streets, sewer lines, and water lines are a few of the enumerated facilities and permanent improvements of the Park. Exhibits A and B, § IV.C.

38. The Prospectus specifies that providing the storm drainage system is the responsibility of the Park's owner, but the homeowners pay for the maintenance of this system as a portion of their rent:

Storm drainage is provided by street drains draining to culverts and then into the lake. Two (2) pumps also divert stormwater by pumping into a canal at the north side of the community. There is no other storm drainage system available. The storm drainage system, as provided, is the responsibility of the Park. The cost of storm drainage is allocated to the individual lots on a pro rata basis and included in the base rent portion of the monthly lot rental amount. The pro rata share will be determined by dividing the number of mobile home spaces leased by a manufactured home

owner by the total number of leased mobile home spaces in the Park.

Id., § VII.E.

39. The Prospectus also states that the Park owner may be required to construct permanent improvements in the Park, not presently known or contemplated, to benefit the Park's homeowners:

From time to time, the Park, in the future, may be required by government action, or by its own discretion, to construct, build or provide for permanent or non-permanent improvements in the Park not yet known or contemplated, which permanent or non-permanent improvements shall be for the use or benefit of the Park manufactured home owners or used for the operation and management of the Park.

Id., § IV.F.3. Yet, the cost of installing such capital improvements and/or performing repairs at the Park may only be borne by the mobile homeowner "in the form of increases in the lot rental amount." *Id.*, § VI. The rent increases for improvements or otherwise must comply with the Prospectus (*see id.*, § VIII) and the FMHA.

2. The Longstanding Flooding Problems at Heritage Plantation

40. The Heritage Plantation mobile home Park was developed in or around 1976. Defendants' predecessor-in-interest, Gatorland Vistas, Inc., first acquired ownership of the Park in or around 1994.

41. Since at least October 2003, when Defendant MHC Heritage Plantation, LLC acquired ownership of the Park, it has been plagued by drainage and flooding issues following average rainfalls.

42. The Park's stormwater drainage system is comprised of an underground storm system of original and antiquated pipes. Because of the age and condition of the pipes, sinkholes have occurred in the Park, where pipes have collapsed.

43. In addition, the joints in the storm pipes are compromised, causing stormwater to leak into the ground and vice versa. Because the ground is constantly soaked, it cannot absorb the water during ordinary precipitation events.

44. Moreover, collapsing pipes have damaged the streets, and also the residents' foundations and mobile homes.

45. Severe flooding of the Park has been the norm following ordinary rainfalls in the years that Defendants owned and operated the Park, as illustrated by the following photographs.

46. The following are photographs of flooding that occurred on October 9, 2011:







47. The following are photographs of flooding that occurred in September of 2017:



48. The following are photographs of flooding that occurred on November 15, 2020:



49. The following are photographs of flooding that occurred on May 20, 2021:





50. Flooding occurred nearly every month in the summer and fall of 2021, including June 3 and August 2, 2021:



51. The photographs above and below are just a few examples of the flooding that has plagued Heritage Plantation during Defendants' ownership and operation of the Park:







52. There were times when residents kayaked in the Park's flood waters, as well as drove hydrofoils through the Park.

53. Also, there were times when residents, including Plaintiff Claire Ladouceur and her mother, had to be transported to and from their homes in a truck with high ground clearance

because ordinary cars were not able to navigate the Park's streets due to the flood waters.

54. Because of the flooding, there have also been incidents when emergency services vehicles refused to respond to calls in the Park due to the high and undriveable flood waters.

3. Homeowners Have Complained to Defendants about the Flooding, but No Steps Have Been Taken to Remedy the Problem

55. The Park's homeowners have complained to Defendants, as well as their agents and representatives, about the conditions at the Park caused by the failure of the storm drainage system, flooding, and attendant moisture. Residents have also complained to the Florida Department of Health.

56. In 2005 – two years into Defendant MHC Heritage Plantation, LLC's ownership of the Park and when Defendant ELS had been acting as operator of the Park – a Park resident complained to the Florida Department of Health regarding the roads and drainage system. The Florida Department of Health noted in 2005 (16 years ago) that the drainage system was 30 years old and of an obsolete design:

the department received a complaint regarding the Park roads and drainage system. It is acknowledged that the roads were initially built in or about 1975. The design of the drainage is based upon storm drains located in the center portion of the roads. Over the years the roads have developed depressions and low areas where stormwater puddles and does not reach the drains.

57. In 2009, a frustrated homeowner complained to the Florida Department of Health: "Complainant advised there is standing water on her property producing slippery conditions and also water that has been running into Congress St. for approx. 7 wks. She notified the management office and they would not provide any assistance."

58. In November 2020, 11 years later, that same resident complained to the Florida Department of Health of the standing water in front of her home. The resident advised that she

had paid “\$10,000 for flooring” which is being ruined because of the water, and that there are a lot of mosquitoes breeding in the standing water. The resident lamented, “This standing water problem has gone on for years. Association does nothing.”

59. Defendants have wholly ignored the problem and failed to take any action to remedy the flooding issues at the Park, other than *ad hoc* maintenance of the current, outmoded system:

On Tue, Jul 14, 2020, 3:45 PM Rebecca Ruby < > wrote:
Meeks was out last week checking the #2 pump on peace street because it was running but not pumping water. Found some debri that caused the float to stick and cleared it. They are looking into what else we can do to improve drainage in your area since Friendship is pitched towards Peace, Concord, Courier, etc which makes draining that area quickly nearly impossible during heavy rainstorms. We also have issues with Heritage during heavy rains that they we are stumped by what else to do since we follow all of their suggestions to maintain the lake levels and basins.

Sincerely,

Rebecca Ruby
Community Manager
Heritage Plantation
1101 82nd Ave
Vero Beach, FL 32966
(772) 569-1270 Office
(772) 778-8096 Fax
(321) 349-6969 Cell

60. In January of 2021, Plaintiff [Sundbye] Wiksten notified Defendant ELS of the homeowners’ concerns regarding the flooding issues:

HPAC has gathered statements and affidavits of homeowners who have tried to have their injuries, concerns, repairs of safety issues etc. addressed by **ELS** Management and property manager Rebecca Ruby to no avail.

The concerns of these action committee members over the last 10 years include flooding (and the inability of travel within the community because of it), and safety issues directly resulting from the flooding (including injuries).

With no corrective actions evident BECAUSE OF THE YEAR AFTER YEAR flooding issues.....we have formalized our complaints and are requesting Federal, State and local government offices to intervene.

61. In response, Defendant ELS denied having received many or even **any** complaints from Park homeowners for many years:

Good Afternoon Ms. Sundbye,

I wanted to reach out to you regarding the emails you sent to me yesterday to acknowledge that I am in receipt of your concerns and will look into each.

Our resident's satisfaction is always our number one priority and we hope to resolve any issues as best we can. Fortunately, we have not had many (& in some cases, any) resident discontent or unpleasant communications or issues at your community in many years. We have been able to address any concerns professionally & effectively with both the HOA, as the voice of the community, as well as with individual residents as they confidentially bring up their private matters. With that being said, we will look into any matters that you have addressed pertaining to you and will have someone reach out to you directly to further discuss and resolve.

Thank you for bringing your concerns to our attention. It is much appreciated.

Best Regards,

Charlene Silvestro
Senior Regional Manager
Equity Lifestyle Properties, Inc.
4300 W. Cypress Street - Suite 400
Tampa, FL 33607

62. Soon thereafter, the Heritage Plantation homeowner's association also lodged a complaint about the flooding and its aftermath on behalf of the homeowners. On May 25, 2021, the homeowner's association sent Defendant ELS's representative a letter, complaining of issues that "are still not resolved," including "flooded streets and now collapsing storm drains," ADA compliance, repairs and maintenance of common areas, and street sweeping "to keep the slime" from the flooding at bay. Attached as Exhibit C is a true and correct copy of the letter.

4. Defendant MHC Heritage Plantation, LLC was Found in Violation of the Municipal Code by Discharging Stormwater into the County's Sewer System and Has Failed to Remediate the Violation, Incurring a Fine Over \$132,000 that Mounts Daily

63. It appears that Defendants have no intention of repairing the stormwater drainage system at the Park. Defendant MHC Heritage Plantation, LLC has been found in violation of the municipal code for discharging stormwater into the county's sewer system. Specifically, on June 26, 2017, the Code Enforcement Board of Indian River County (the "Code Enforcement Board") found that MHC Heritage Plantation, LLC was in violation of Section 201.29 of the Code of Laws and Ordinance of Indian River County, Florida for illegally discharging stormwater into

the county's sewer system. 6/26/17 Order, Case No. 2017010135, Exhibit D. The Code Enforcement Board found that the Park's stormwater was inflowing and infiltrating the County's sewer system.

64. The Code Enforcement Board imposed the following remediation measures on MHC Heritage Plantation, LLC:

Smoke test the entire park to identify all areas of potential infiltration; seal all items under that smoke; TV all lines from the manhole to the main trunk lines; repair any cracks, breaks or other areas of potential infiltration; repair and/or upgrade all manholes; repair cleanouts; ensure that all manhole connections are tight so as to prevent infiltration; smoke test the entire system after work has been completed to assure that all issues have been addressed; TV any trunk lines that are six inches or larger; and provide the Indian River County Department of Utility Services with the final reports, certifying that no potential areas of infiltration are identified.

Id.

65. The Order directed MHC Heritage Plantation, LLC to remediate the violation on or before September 22, 2017, or face fines of \$100 per day for non-compliance. *Id.*

66. There were at least four extensions of the compliance deadline, and, on March 26, 2018, the Code Enforcement Board held a hearing to determine compliance. Even though they were directed to appear at that hearing, representatives of MHC Heritage Plantation, LLC did not appear.

67. The Code Enforcement Board found that "the required corrective action has not been taken as ordered and that there does in fact exist illegal discharge into the county sewer system...." 3/26/18 Order, Case No. 2017010135, Exhibit E. The Code Enforcement Board imposed a fine of \$100 for each day the violation continues. *Id.* The order imposing the fine is or will be recorded as a lien against the property. *Id.*

68. As of November 3, 2021, the fine is \$132,000 and increases by \$100 per day.

69. Without any concern for how the lack of an adequate stormwater drainage system affects the Park's mobile homeowners, it appears that Defendant MHC Heritage Plantation, LLC has made a cost-benefit decision that it is more economically feasible to incur a violation of \$100 per day (now over \$132,000) than to undertake the repairs needed to make the stormwater drainage system compliant.

5. The Residents' Homes and Personal Property Have Been Damaged Because of the Flooding, Moisture, and Mold

70. In addition to the inconvenience caused by trapping residents inside their homes, the flooding has damaged the residents' mobile homes and ruined their personal property. For example, the pooling water below the residents' homes has damaged the flooring of many homes. Some residents have had to replace flooring on multiple occasions; others who cannot afford to do so live with mold, mildew, and spores in their residence.

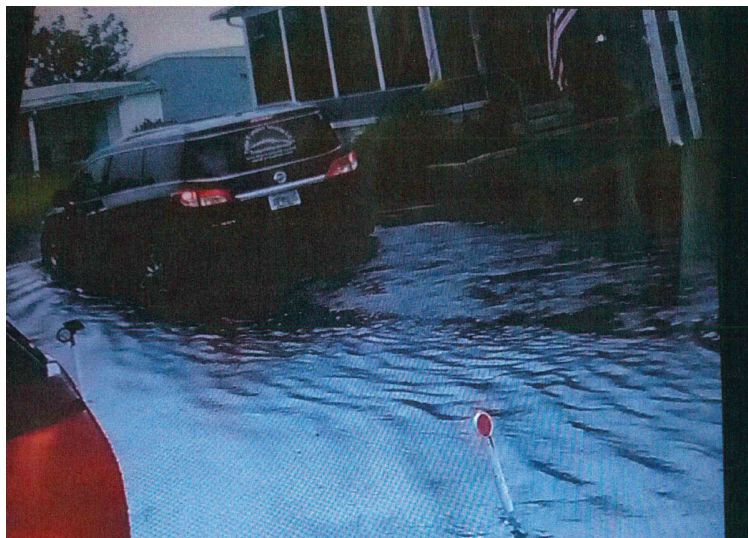
71. Plaintiffs Michael Noel and Kathy Wiksten had to replace the floors of their mobile homes within the first year of their tenancies. Another owner had to replace her floors in her home that were completely ruined from the flooding over the years. Two others had to replace their respective flooring. One owner had to replace the flooring in her mobile home twice due to excess moisture and notified management about it. Plaintiff Claire Ladouceur's flooring needs to be repaired due to the constant waters and moisture, but she has not done so because she cannot afford it.

72. One owner replaced her floors in 2013, and they need to be replaced again. She complained to Defendants' management, who told her that it was an act of God and she has to live with it. In 2017, the flood water was three to four feet high and water came into a resident's home. He replaced the floors down to the beams, and the cost of the repair was over \$12,000,

during which he was displaced from his residence for over a week. Such repairs are out of financial reach for many of the Park's residents on fixed incomes.

73. The flooding has also infiltrated the residents' air conditioning units and related ductwork, and the moisture has also caused swelling of doors, cabinets, and window frames. One mobile homeowner had to replace all ductwork in his home. Another has moldy air conditioner filters, but she is unable to pay to replace them yet her electric bills have increased to nearly \$200 per month. She notified Defendants' management, who told her it was an "act of God."

74. In addition, the flood waters pooling in the roadways and residents' driveways have damaged many vehicles. For example, in 2013, Plaintiff Claire Ladouceur had to replace the brakes on her car twice in six months. She reported the incident to Defendants' manager, who told her that if she didn't like it, she could move. Another homeowner's car needed new brakes and an anti-lock brake system after driving through flood waters at the Park. She reported the matter to the Park's manager, who told her not to drive if there is flooding, which could mean being trapped inside for days. Another had to change brake pads and replace rotors on his car twice because of ponding water:



75. In addition, collapsing storm drainage pipes are causing sink holes throughout the Park, which have damaged the residents' driveways, foundations, and other personal property.



76. The wall under one homeowner's mobile home caved in due to the unstable ground, and her driveway became cracked. The structural integrity of another couple's mobile home was compromised due to unstable ground, and the home cracked and the gap keeps getting wider with additional cracks appearing. Flower boxes that were part of their original brick foundation of that particular mobile home have broken and fallen. Another couple's block cement planter and wall collapsed. When they reported it to Defendants' manager, she laughed and said she herself was busy cleaning up all the fish in the road from the flooding.

77. In addition to the above, the flood waters have also ruined plants, plantings, and other landscaping at various residents' homes.

6. The Residents Have Suffered Personal Injuries Due to Defendants' Lack of Maintenance After Flooding

78. While this lawsuit does not seek damages for personal injuries, the aftermath of the flooding puts the Park's age-55 or over residents at risk of personal injury. When the flood waters recede, there is a slippery build-up of mud and silt that remains. The muddy residue is

not routinely cleaned by Defendants by street sweeping or other means. As a result and over the years, various homeowners and their guests have been injured by slipping and falling, including:

- One homeowner fell on slime in front of his home on October 3, 2021 and was sent by ambulance to the hospital and thereafter notified the Park manager;
- Another homeowner fell on Nov. 10, 2020 because of a slimy road and notified the Park owner of the incident;
- Another fell in the street and injured her knee;
- A mobile homeowner fell in the fall of 2019 because of the mud and injured her knee and hip and notified management of the incident;
- Another fell in September 2019 due to slime and injured her hands, wrists and knee;
- An owner fell twice, once in June 2020 and the other in 2019 due to slippery conditions and receives pain injections to this day; she notified management of the incident;
- A resident fell in July 2019 when she lost her footing on the slippery road and reported it to the Park manager who told her she shouldn't walk on the slippery sides of the road but should instead walk in the middle of the road;
- A homeowner fell in June of 2018 because of the messy residue left behind after the water drained and tore his rotator cuff; he underwent surgery and only has 75% range of motion;
- A homeowner's fiancée fell when walking to the mailbox in May 2018 and reported it to management, who told her to walk in the middle of the road;
- A homeowner slipped in front of her home on the slime and broke her arm in October of 2017;
- An owner fell in September of 2013 because the road was slimy and seriously injured her knee requiring surgery, notified management of the incident, and ultimately recovered pursuant to a personal injury lawsuit;
- A mobile homeowner slipped on sludge/slime on the side of her road and injured her back, knee, and shoulder from the fall, reported it to Park management who told her to be more careful; her sister also fell in or around 2008 or 2009;

- A mobile homeowner fell on slime while trying to assist her 85-year-old neighbor;
- Another slipped and fell on slime and notified management of same; and
- One owner slipped in slime at mailbox and fell onto seat of a mobility scooter; has fallen other times.

79. The Park is an over-age-55 community and, in light of the number of ongoing and serious injuries of which Defendants were aware caused by the aftermath of the flooding, Defendants have failed to routinely maintain the condition of the roads following the flooding.

7. The Defendants Also Fail to Maintain the Park's Common Areas

80. In addition to the above, there have been Park residents who have fallen and been injured due to Defendants' poor upkeep and maintenance of other common areas at the Park. For example, on April 15, 2019, a resident was walking home after bingo at the clubhouse in the Park and, because of poor lighting, tripped in a pothole. She hit her head and face on the pavement and was dazed and unable to move for about 10 minutes until she was assisted by another resident. She was taken by ambulance to the hospital.

81. Similarly, one mobile homeowner fell twice in potholes while leaving the management office. One fell due to poor lighting and fractured her shoulder in 2018. Another sat on a bench near the pond one day and the bench collapsed.

82. The Heritage Plantation homeowners have complained to the Defendants about the general maintenance and upkeep of common areas of the Park, but Defendants have failed to act.

83. In November 2019, a complaint was lodged with the Florida Department of Health regarding the condition of the pool, asserting that the pool's pavers contain "thousands of crevices for dirt, animal droppings and mold to accumulate" and that the resident "doesn't recall

the deck ever being power washed or cleaned.” The Park was found in violation of the applicable Code provisions. *See* November 22, 2019 violation, attached as Exhibit F.

84. In July 2021, less than two years later, the entrances to the swimming pool and clubhouse contained mold:





85. During Defendants' ownership, in 1996, 2017, and 2018, there have been other code violations in connection with the Defendants' maintenance and upkeep of the pool.

86. In July 2021, the pool at Heritage Plantation appeared to contain black algae:





87. Black algae is called cyanobacteria, and it creates cyanotoxins which can make people sick. It also can harbor other organisms or harmful bacteria like E. coli which can cause illness. Black algae is hard to kill because it develops a protective coating that resists chlorine treatment, and it develops deep roots that can grow into concrete, plaster, and other porous surfaces that compound the difficulty of removing it. Best practices suggest that swimming pools containing black algae should not be used.²

8. Dangerous Electrical Conditions Exist

88. In addition to the drainage problems at the Park, Defendants have also neglected potentially hazardous electrical conditions in the Park's common areas. For example, in December 2020, a homeowner advised the Park manager of exposed conduit traversing a street in the Park depicted in the below image. The manager responded that the pipe contained "non-viable wiring;" however, there was doubt as to the accuracy of this response as the common area lighting in and around the conduit stopped working.

² <https://poolresearch.com/black-algae/>.



89. Indian River County subsequently found that the Defendant MHC Operating Limited Partnership, LLC buried conduit in the road in violation of the applicable ordinances and codes. Specifically, on February 2, 2021, Defendant MHC Operating Limited Partnership, LLC received a Notice of Violation issued by Indian River County, finding that the Park was in violation of the Florida Building Code and/or the Code of Ordinance of Indian River County because there was no permit for its installation and the conduit was not buried sufficiently deep. The Notice is attached as Exhibit G.

90. The Notice of Violation states, “Electrical wiring conduit buried in road intersection without a permit. Conduit Per NEC Table 300.5 must be minimum 24-inch depth/cover over conduit.” The Notice of Violation also stated, “After-the-Fact Building Permit is required through Indiana River County....” Compliance was required within 30 days.

9. Defendants Retaliate Against Residents for Complaining About the Park’s Maintenance

91. Under the Park’s Rules and Regulations which are a part of the Prospectus,

mobile homeowners have certain duties while living in the Park, including maintaining their units in a good condition at all times: “To preserve the beauty of our Community, your home and site must be maintained in clean and good condition at all times. This includes washing, waxing and/or painting of the house or roof as needed.” *See* Exhibit A, p.2.

92. Yet, when the homeowners complain to Defendants or their agents about enforcing the Rules and Regulations and otherwise maintaining the aesthetics of the Park, the Park Manager retaliates. For example, one couple complained for several years about the condition and appearance of this mobile home behind theirs which appears to be in violation of the Park’s Rules and Regulations:





93. In seeming retaliation, on July 15, 2021, the Park manager sent the couple a Site Inspection Report requiring them to paint the trim on their mobile home within 15 days (or 30 if the homeowner is out of state). Putting aside that July/August is not the optimal time for exterior painting in Florida, the couple's home was in the following immaculate condition when they received the notice:





94. At the same time the Park Manager cites homeowners for failing to upkeep their mobile homes, Defendants fail to maintain the Park's common areas, including the pool and clubhouse, as well as the below:





V. CLASS ALLEGATIONS

95. Plaintiffs bring this action on behalf of the following Class pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2), (b)(3) and/or 23(c)(4): “All persons who leased a lot in the Heritage Plantation mobile home park within the applicable statute of limitations.”

96. Plaintiffs reserve the right to modify or amend the Class definition, including the addition of one or more subclasses, after having the opportunity to conduct discovery.

97. Excluded from the Class are Defendants and any of their affiliates, parents, subsidiaries, officers, and directors; any entity in which Defendants have a controlling interest; all persons who make a timely election to be excluded from the Class; governmental entities; and

all judges assigned to hear any aspect of this litigation, including their immediate family members. Also excluded from the Class are persons who leased a lot in the Heritage Plantation mobile home Park and who had or have an ownership interest in either Defendant entity or own stock in Defendant ELS (NYSE: ELS).

98. Numerosity: There are 436 mobile home lots in the Heritage Plantation mobile home Park, and there have likely been hundreds and perhaps even thousands of mobile homeowners renting lots in the Park whose claims fall within the applicable statutes of limitations.

99. Typicality: Plaintiffs' claims are typical of the claims of each Class member in that Plaintiffs and the Class owned/own mobile homes in the Heritage Plantation mobile home Park and have suffered the same damages and injuries. Plaintiffs are advancing the same legal theories on behalf of themselves and the Class.

100. Adequacy: Plaintiffs will fairly and adequately protect the interests of the Class. Plaintiffs' interests and the interests of all other members of the Class are identical, and Plaintiffs are cognizant of their duty and responsibility to the Class. Accordingly, Plaintiffs can fairly and adequately represent the interests of the Class. Moreover, Plaintiffs' counsel are competent and experienced in litigating class actions, including litigation of this kind. Plaintiffs and counsel intend to vigorously prosecute this case and will fairly and adequately protect the Class's interests.

101. Commonality and Predominance: There are numerous questions of law and fact common to the Class, and these common questions predominate over any issues affecting only individual Class members, making certification appropriate under Rule 23(b)(3). Questions common to the Class include:

- a. Whether Plaintiffs and the Class are entitled to damages that occurred as a result of Defendants' breach of the Prospectus by failing to provide an adequate storm drainage system for the Park and to maintain and upkeep the Park's common areas;
- b. Whether Defendants' failure to maintain the stormwater system and the attendant flooding constitutes a breach of the covenant of quiet enjoyment such that Plaintiffs and the Class are absolved of paying further rent;
- c. Whether Plaintiffs and the Class are entitled to damages for Defendants' negligence by failing to provide an adequate storm drainage system for the Park, failing to remediate the adjudicated violation of the Indian River County Code regarding discharging stormwater into the County's sewer system, and for otherwise failing to upkeep and maintain the Park;
- d. Whether Plaintiffs and the Class are entitled to punitive damages because Defendants' failure to provide an adequate storm drainage system for the Park, failure to remediate the adjudicated violation of the Indian River County Code regarding discharging stormwater into the County's sewer system, and for otherwise failing to upkeep and maintain the Park, is so reckless and wanting in care that it constitutes a conscious disregard of the rights of Plaintiffs and the Class;
- e. Whether Defendants' failure to maintain the stormwater system and attendant flooding constitutes private nuisance and trespass;
- f. Whether Defendants should be enjoined to take all necessary steps to provide an adequate stormwater system at the Park and otherwise make the

Heritage Plantation mobile home park compliant with all codes, ordinances, and statutes.

102. Superiority: A class action is superior to any other available means for the fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in the management of this class action. The purpose of a class action is to permit litigation against wrongdoers even when damages to an individual plaintiff may not be sufficient to justify individual litigation. Individual litigation by each Class member would also strain the court system, create the potential for inconsistent or contradictory judgments, and increase the delay and expense to all parties and the court system. In sum, the class action presents far fewer management difficulties and provides the benefits of a single adjudication, economies of scale, and comprehensive supervision by a single court.

103. This action is also properly maintainable under Rule 23(c)(4), in that particular issues common to the Class, as set out *supra*, are most appropriately and efficiently resolved via class action, and would advance the disposition of this matter and the parties' interests therein.

VI. CLAIMS FOR RELIEF

Count I – Breach of Contract

104. Plaintiffs reallege paragraphs 26 - 103 as if set forth in full herein.

105. The Prospectus constitutes a valid and binding contract between Plaintiffs and the Class and Defendants. As set out above, the Prospectus makes clear that paved streets, sewer lines, and water lines are a few of the enumerated facilities and permanent improvements of the Park to be provided by the Park owner. Exhibits A and B, § IV.C. The Prospectus also specifies that the storm drainage system is the responsibility of the Park's owner, and the mobile homeowners pay to maintain that system as a portion of their rent. *See id.*, § VII.E.

106. Plaintiffs and the Class have complied with all relevant terms of their respective contracts by, among other things, paying rent.

107. Defendants have breached the contract by, among other things, failing to maintain the Park's stormwater drainage system; ignoring the residents' repeated complaints about the flooding; failing to clean up the muddy and slippery roads after flooding; and failing to maintain the Park's common areas.

108. Plaintiffs and the Class have been damaged. Plaintiffs and the Class have paid rent year in and year out expecting the Park to have an adequate storm draining system, but it does not. Instead, Defendants have collected rents paid by Plaintiffs and the Class and have disregarded the residents' complaints and ignored the flooding conditions at the Park during ordinary rainfall. As a result, the homeowners' homes, vehicles, and other personal property have been damaged by the incessant flooding. Moreover, Plaintiffs and the Class have suffered diminution in the value of their mobile homes.

109. Based on the foregoing, Plaintiffs and the Class seek damages for breach of contract to compensate them for their injuries, damages, and losses.

110. The injuries, damages, and losses include, but are not limited to, past, present, and future compensation for personal property damage; economic losses; reduced mobile home values; mental anguish; and stress-related physical symptoms.

Count II – Breach of the Covenant of Quiet Enjoyment

111. Plaintiffs reallege paragraphs 26 - 103 as if set forth in full herein.

112. The repetitive flooding and drainage issues that have been plaguing the Park since Defendants' ownership constitutes a breach of the covenant of quiet enjoyment. Plaintiffs and the Class are and have been deprived of the beneficial enjoyment of their residences, and the lots

on which their mobile homes sit have been rendered unsuitable for the purposes for which they exist.

113. Based on Defendants' breach of the covenant of quiet enjoyment, Plaintiffs and the Class ask this Court to declare that they have no responsibility for future rent payments.

114. Plaintiffs and the Class also seek compensation for their injuries, damages, and losses flowing from Defendants' breach of the covenant of quiet enjoyment.

115. The injuries, damages, and losses include, but are not limited to, past, present, and future compensation for personal property damage; economic losses; reduced mobile home values; mental anguish; and stress-related physical symptoms.

Count III – Negligence

116. Plaintiffs reallege 26 - 103 as if set forth in full herein.

117. Under the FMHA, a mobile park owner has certain specific duties. These duties include complying with all relevant codes; maintaining buildings and common areas in a good state of repair; providing access to common areas; maintaining utility connections and systems; and complying with promulgated park rules and regulations. Fla. Stat. § 723.022.³

118. The Florida Administrative Code also imposes duties on mobile home park owners as they relate to stormwater drainage. For example, prior to installation of a mobile home, "[t]he area beneath and around the home shall be graded, sloped for proper drainage so that water will not accumulate under the home." Fla. Admin. Code. § 15C-1.0102(3). Further, "[e]ach site of a new or modified mobile home ... shall be graded so that water drainage will not cause standing water under the unit." Fla. Admin. Code § 64E-15.002.

³ This action is not being brought pursuant to the FMHA. Instead, the FMHA and other statutes and ordinances identified herein define the duties that Defendants owe to Plaintiffs and the Class under Florida law.

119. Section 201.29 of the Code of Laws and Ordinances of Indian River County also imposes duties on landowners that prevent the illegal discharge of stormwaters into the county's sewer system.

120. Defendants have breached their duties under the above statutes and ordinances by, among other things, failing to maintain an adequate stormwater drainage system; allowing water to pond under the residents' mobile homes; ignoring the residents' repeated complaints about the incessant flooding; failing to clean up the muddy and slippery roads after flooding; failing to maintain the Park's common areas; and failing to correct the existing violation of § 201.29 of the Code of Laws and Ordinances of Indian River County.

121. Defendants and their agents have knowledge of and awareness of the alleged events and have consciously disregarded the consequences of same.

122. Defendants' actions and omissions were and continue to be the foreseeable and proximate cause of Plaintiffs' and the Class' injuries. When the Park experiences flooding as a result of ordinary precipitation events, water collects in streets and other common areas and underneath the residents' mobile homes and vehicles. Park residents have been forced to wade in stormwater in their driveways, yards, and streets during ordinary rain events, or are otherwise trapped inside their homes. Defendants and their agents are aware of these flooding events and have failed to take any action to remedy the problem. The homeowners' homes, vehicles, and other personal property have been damaged by the incessant flooding. Moreover, Plaintiffs and the Class have suffered a diminution in the value of their mobile homes.

123. Plaintiffs and the Class seek compensation for their injuries, damages, and losses flowing from Defendants' breach of the covenant of quiet enjoyment.

124. The injuries, damages, and losses include, but are not limited to, past, present, and

future compensation for personal property damage; economic losses; reduced mobile home values; mental anguish; and stress-related physical symptoms.

125. Plaintiffs and the Class also seek punitive damages because Defendants' actions and omissions described above were so reckless and wanting in care that it constituted a conscious disregard of the rights of Plaintiffs and the Class.

Count IV – Private Nuisance

126. Plaintiffs reallege paragraphs 26 - 103 as if set forth in full herein.

127. Defendants' failure to maintain the stormwater drainage system in the Park causes the repetitive flooding of the area in, around, and under Plaintiffs' and the Class' mobile homes. Such flooding constitutes a private nuisance.

128. Defendants' intentional and unreasonable actions described above constitute an invasion of Plaintiffs' and the Class' interest in the private use and enjoyment of their residences.

129. The private nuisance created by Defendants' actions and omissions has unreasonably interfered and continues to interfere with the Plaintiffs' and the Class' use and enjoyment of their real and personal property.

130. Defendants' actions and omissions were the foreseeable and proximate cause of Plaintiffs' and the Class' injuries.

131. Based on the foregoing, Plaintiffs and the Class seek compensation for their injuries, damages, and losses, as well as a mandatory injunction.

132. The injuries, damages, and losses include, but are not limited to, past, present, and future compensation for personal property damage; economic losses; reduced mobile home values; mental anguish; and stress-related physical symptoms.

133. Plaintiffs and the Class also seek punitive damages because Defendants' actions

and omissions described above were so reckless and wanting in care that it constituted a conscious disregard of the rights of Plaintiffs and the Class.

Count V – Trespass

134. Plaintiffs reallege paragraphs 26 - 103 as if set forth in full herein.

135. Plaintiffs and the Class have a right to lawfully possess their mobile homes in the Park.

136. Defendants' failure to maintain the stormwater drainage system in the Park causes the repetitive flooding of the area in, around, and under Plaintiffs' and the Class' mobile homes. The entry of such waters is physical and, in light of Defendants' knowledge of the flooding and drainage problems, is intentional and voluntary.

137. Defendants' actions and commissions constitute a trespass, one which is continuing in nature.

138. Defendants' actions and omissions were the foreseeable and proximate cause of Plaintiffs' and the Class' injuries.

139. Based on the foregoing, Plaintiffs and the Class seek compensation for their injuries, damages, and losses.

140. The injuries, damages, and losses include, but are not limited to, past, present, and future compensation for personal property damage; economic losses; reduced mobile home values; mental anguish; and stress-related physical symptoms.

141. Plaintiffs and the Class also seek punitive damages because Defendants' actions and omissions described above were so reckless and wanting in care that it constituted a conscious disregard of the rights of Plaintiffs and the Class.

VII. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of the Class, respectfully request that the Court enter a judgment on their behalf and against Defendants jointly and severally, and further grant the following relief:

A. Certify the proposed Class pursuant to the Federal Rules of Civil Procedure 23(a), (b)(2), (b)(3) and/or (c)(4);

B. Designate Plaintiffs as representatives of the proposed Class and Plaintiffs' counsel as Class counsel;

C. Award Plaintiffs and the Class compensatory damages, punitive damages, and any other relief to which they are entitled under the law;

D. Issue a mandatory injunction, requiring Defendants to remediate all federal, state, or local law and ordinance violations and make any and all repairs to the Heritage Plantation mobile home Park consistent with their legal and statutory duties;

E. Award Plaintiffs and the Class prejudgment interest, attorneys' fees, and costs; and

F. Award Plaintiffs and the Class such other relief as the Court deems just and proper.

VIII. JURY TRIAL DEMANDED

Plaintiffs, individually and on behalf of the proposed Class, respectfully request a trial by jury as to all matters so triable.

Dated: December 21, 2021

Respectfully submitted,

By: /s/ Robert C. Gilbert

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Facsimile: (312) 264-0100

Counsel for Plaintiffs and the Proposed Class

EXHIBIT A

**Acknowledgement of Receipt of Prospectus
and Rules & Regulations
for Heritage Plantation**

1. The Lot Number to which this receipt applies: 242

Prospectus Number PRMZ000505-P20245

This Prospectus was deemed adequate to meet the requirements of Chapter 723, Florida Statutes, by the Florida Department of Business & Professional Regulation, Division of Land Sales, Condominiums and Mobile Homes on the 26th day of August 1999.

Michael G. Nail
Name of Applicant Receiving this Notice

Name of Co-Applicant Receiving Notice

Delivery Date: 4/2/17

WAIVER OF FIFTEEN (15) DAY VOIDABILITY PERIOD

This waiver ("Waiver") is executed this 10 day of April, ²⁰¹⁷ by and between Michael Noel (collectively, "Homeowner"), and Equity Lifestyle Properties, the owner or operator of Heritage Plantation Manufactured Housing Community.

BASIS FOR WAIVER

- A. Homeowner is purchasing a manufactured home and leasing a lot in the Community. Homeowner acknowledges that Homeowner has been fully informed that the Homeowner shall be furnished a copy of the prospectus together with all exhibits thereto. Upon delivery of the prospectus, Homeowner acknowledges that the lot rental agreement (the "Lot Rental Agreement") is voidable by Homeowner for a period of fifteen (15) days. Homeowner acknowledges that this fifteen (15) day period to void the Lot Rental Agreement is provided by Section 723.011(2), Florida Statutes.
- B. Homeowner has requested the opportunity to take delivery of the home and assume possession during the fifteen (15) day period addressed in the preceding paragraph. Homeowner acknowledges that Homeowner has received and reviewed the prospectus and Lot Rental Agreement and has had the opportunity to have the same reviewed by legal counsel. Homeowner is requesting the opportunity to waive the fifteen (15) day voidability period provided by Section 723.011(2), Florida Statutes, in return for the Homeowner being permitted to take delivery of the home and occupy the same within the fifteen (15) day voidability period.

NOW, THEREFORE, in consideration of Homeowner being permitted to immediately take delivery of the home and occupy the same, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Immediate Occupancy.** Owner agrees to permit Homeowner to take possession of the home and occupy the mobile home park immediately.

2. **Homeowner's Waiver of Right Void Lot Rental Agreement.**

Homeowner hereby waives any and all rights to void the Lot Rental Agreement as provided in Section 723.011(2), Florida Statutes. Homeowner waives the right to void the Lot Rental Agreement freely, knowingly and voluntarily, without any representation or promise by owner except as contained in this Waiver.

3. **Entire Agreement.** This Waiver represents the entire agreement of the parties relating to the subject matter thereto. Any and all prior representations, negotiations, discussions, or other communications relating to the subject matter of this Waiver are hereby superseded and are no further force and effect.

OWNER

By: _____

Print Name: Paula Paterno

Its: Community Manager

HOMEOWNER(S)

+ Michael Z. Noel

Print Name: Michael Noel

Sign: _____

Print Name: _____

Sign: _____

Print Name: _____

Sign: _____

HERITAGE PLANTATION

AD-VALOREM AND NON-AD-VALOREM TAX ASSESSMENT

DATE: 4/10/17

Pursuant to the Prospectus applicable to your lot, each homeowner pays a pro rata share of the annual Ad Valorem and Non-Ad_Valorem tax assessments.

The total annual tax assessment is due and payable in lump sum form by August 1st of each year.

Any change in homeownership prior to the date when taxes are due become the responsibility of the new homeowner that has been approved under all applicable community guidelines.

Homeowner's Signature: Michael L. Neil
Print Name: _____

Homeowner's Signature: _____
Print Name: _____

Move-In-Date: 4/10/17

Annual Pass Thru

I hereby acknowledge that it has been explained to me that I/we will be charged an annual pass thru due on August 1st of each year. This also serves as my notice of the 2016 Annual Pass Thru that will be due on 8/1/2016 in the amount of \$378.09.

You will receive notification of this charge on you Notice of Lot Rental amount increase.

2016 Pass Thru \$378.09 *PD*

2017 Pass Thru will be provided on a 90 Day Notice of Lot Rental Increase

Michael R. Neal

Signature

Date

Signature

Date

242

Lot #

Lot #

**HERITAGE PLANTATION
1101 Ranch Road
Vero Beach, Florida 32966**

INTEGRATED PROSPECTUS **APPROVAL NO. PRMZ000505-P20245**

APPROVAL DATE: **AUGUST 26, 1999**

AMENDMENTS THROUGH: **FEBRUARY 27, 2004**

PARK OWNER: **GATORLAND VISTAS, INC.**

PERSON AUTHORIZED: **REGIONAL VICE PRESIDENT
MANUFACTURED HOME COMMUNITIES, INC.
28050 U.S. Highway 19 North, Suite 400
Clearwater, FL 33761**

**This Prospectus may be delivered to Tenants of this Park who became Residents on
or after August 26, 1999;**

OR

Tenants who assumed the tenancy of such a Resident;

OR

Tenants who agreed to accept this Prospectus.

PROSPECTUS
FOR
HERITAGE PLANTATION

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

SUMMARY

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

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**HERITAGE PLANTATION
July 1, 2001 Addendum
to P2 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.

PROSPECTUS FOR HERITAGE PLANTATION

I. NAME AND ADDRESS OF PARK

HERITAGE PLANTATION
1101 Ranch Road
Vero Beach, Florida 32966

II. RECEIPT OF NOTICES AND DEMANDS

The following person is authorized to receive Notices and demands on the Park Owner's behalf:

REGIONAL VICE PRESIDENT
Manufactured Home Communities, Inc.
28050 U.S. Highway 19 North, Suite 400
Clearwater, FL 33761

III. PARK PROPERTY DESCRIPTION

A. Lots, Set-Backs and Minimum Separation Between Mobile Homes

Heritage Plantation consists of 436 mobile home lots. Each of the lots is approximately 50 feet by 70 feet, or 3,500 square feet. The set back requirements of each mobile home are as set forth below.

Pursuant to Section 4A-42.05 of the Florida Administrative Code, the State Fire Marshall has adopted the code of the National Fire Protection Association. The applicable provisions of that code provide as follows:

5-2.1 Fire Safety Separation Requirements **5-2.1.1**

Any portion of a manufactured home, excluding the tongue, shall not be located closer than 10 ft. (3.04 m) side to side, 8 ft. (2.44 m) 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 (1) hour fire rated barrier. (See 5-4.1)

5-4 Accessory Building or Structure Firesafety

5-4.1

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 three (3') feet (0.91 m) from a building, cabana or enclosed porch of an adjacent site. A carport, awning, ramada or open (screened) porch using combustible materials shall not be located closer than five (5') feet (1.52 m) from the site line of an adjoining site.

Notwithstanding the above requirements, Indian River County requires that a home is located on a space so that no living space is closer than twenty (20') feet to any adjacent living space and no accessory structure shall be located closer than ten (10') feet to any other structure on an adjoining space. The County requires a twenty (20') foot setback from the road.

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 and 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 of this Prospectus. The delivery date used herein is the date upon which the Prospectus is delivered to the manufactured home owner. Prospective manufactured home owners of the Park are advised to inquire with the above-referenced authorities with respect to these matters.

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. Any one or more of such requirements may be subsequently modified or repealed. No continuing publication is undertaken by the Park owner to advise any manufactured home owner of any subsequent modification, future adoption of additional requirements of any other government 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 manufactured home owner is advised to obtain further information regarding installation of mobile homes in the Park from the appropriate permitting authority.

B. Shared Facilities

Heritage Plantation has a Recreation Building (Friendship Hall), Laundry, swimming pool, shuffleboard courts, two (2) tennis courts, two (2) Bocce Courts and horseshoe pit, which are available for use by the Park manufactured home owners. The maximum number of lots that will use these shared facilities is 436. In the event the number of lots in the Park should increase or decrease in the future, the maximum number of lots using the shared facilities of the Park will correspondingly increase or decrease.

IV. RECREATIONAL AND COMMON FACILITIES

A. Buildings

1. **Recreation Building (Friendship Hall)**: The Park has a Recreation Building (Friendship Hall) located on the corner of Heritage Boulevard and Hall Drive. It is approximately 7,582 square feet and contains a card room, billiard room, exercise room, men's and women's restrooms, kitchen and lounge. The Recreation Building (Friendship Hall) is intended for use by all residents for dinners, dances, meetings, social gatherings and the like. The capacity of the Recreation Building (Friendship Hall) is 300 persons.
2. **Laundry**. The Laundry is located on Congress Street near the tennis Courts. It contains a wall mounted television, stand mounted fan, clothes folding table and four (4) chairs with end table. The Laundry is approximately 16 feet by 24 feet and has a capacity of 12 persons.

B. Swimming Pool

Heritage Plantation has a swimming pool located on the corner of Hall Drive and Heritage Boulevard near the Recreation Building (Friendship Hall). The swimming pool is approximately 42 feet by 26 feet and ranges in depth from 3 feet to 6 feet. There is decking around the pool approximately 8 feet by 136 feet. The pool is heated. The capacity of the pool is 23 persons.

C. Other Facilities and Permanent Improvements

1. Paved Streets.
2. Park Entrance and Information Signs.
3. Two (2) Bocce Courts: The Bocce Courts are located in Garden Way Park in the center of the Community.

4. Sewer Lines.
5. Water Lines.
6. Mail Boxes.
7. Four (4) Shuffleboard Courts: The Shuffleboard Courts are located behind the Recreation Hall (Friendship Hall), alongside the pool deck.
8. Two (2) Tennis Courts: The Tennis Courts are located just south of the Recreation Hall (Friendship Hall).
9. Horseshoe Pit: The Horseshoe Pit is located in the woods just north of Peace Street in the Northwest corner of the Community. The Horseshoe Pit may be moved to Garden Way Park in the center of the Community.
10. Fire Hydrants.

D. Personal Property

Heritage Plantation has pool tables, card tables, lounge furniture, dining tables, chairs, stove, refrigerator, pots and pans, dishes, coffee makers, library books, stereo equipment, piano and pool furniture and exercise equipment in the Exercise Room at the Recreation Hall available for use by the manufactured home owners of the Park. In addition, there is a Courtesy Van available at the discretion of the Park management. Except as set forth herein or above, there is no personal property available for use by the manufactured home owners of the Park.

E. Days and Hours of Operation

1. Recreation Building (Friendship Hall): The Recreation Building (Friendship Hall) is open seven (7) days a week from 7:00 AM until 11:00 PM. The Recreation Building (Friendship Hall) may be open other hours upon special request and approval of the Park management.
2. Swimming Pool: The Swimming Pool is open (7) days a week from 8:00 AM until 10:00 PM.
3. Shuffleboard Courts: The Shuffleboard Courts are open seven (7) days a week from 9:00 AM until dusk.
4. Tennis Court: The Tennis Court is open seven (7) days a week from 9:00 AM until dusk.

5. Laundry: The Laundry is open (7) days a week, twenty-four (24) hours a day.
6. Horseshoe Pit: The Horseshoe Pit is open seven (7) days a week from 9:00 AM until dusk.
7. Bocce Courts: The Bocce Courts are open seven (7) days a week from 9:00 AM until dusk.

The days and hours of operation set forth herein are subject to change at the discretion of the Park management.

F. Future Improvements

1. All permanent improvements to the Park are now complete.
2. The Park reserves the right from time to time to alter or change any of the existing facilities or property by the removal, relocation or alteration of then existing facilities and property. No assurance is given that any of the foregoing facilities or property will remain available for the manufactured home owners' use for any specified period after the filing date of the Prospectus.
3. From time to time, the Park, in the future, may be required by government action, or by its own discretion, to construct, build or provide for permanent or non-permanent improvements in the Park not yet known or contemplated, which permanent or non-permanent improvements shall be for the use or benefit of the Park manufactured home owners or used for the operation and management of the Park.

V. PARK MANAGEMENT AND MAINTENANCE

The management of Heritage Plantation is the responsibility of the Park Manager. The Park Manager's office is located at 1101 Ranch Road, Vero Beach, Florida, and will have posted days and hours of operation. All questions and problems concerning Park operations should be directed to the Park Manager.

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 attention of the Park Manager.

VI. MOBILE HOME OWNER REQUIRED IMPROVEMENTS

All manufactured home owners, who become manufactured home owners in the Park after the filing date of this Prospectus, must install the following improvements as a condition to the placement of their mobile home in the Park:

- A. The set-up, installation, design and construction of the mobile home and any attachments, additions or improvements thereto, shall be approved by the Park prior to construction and installation. All such construction and installation shall begin only after appropriate building permits have been obtained. All work is to be done by a licensed, qualified and bonded contractor, who has proof of valid workmen's compensation insurance coverage, if applicable.
- B. All mobile homes, additions, attachments and improvements thereto must be set-up, installed and constructed in compliance with all local, state and federal ordinances, statutes, codes and other requirements.
- C. All mobile homes must have skirting in a manner approved by the Community within thirty (30) days of the mobile home being installed in the Community. All mobile homes must be skirted with split block and have split block planters.
- D. Concrete steps at each entrance to the mobile home.
- E. No cabanas, porches, carports, utility storage compartments or other external alterations or additions may be made to any mobile home without prior written approval of the Community. All utility sheds must be built on the concrete of the driveway and into the roof of the carport. No free standing sheds are permitted.
- F. All mobile homes less than twelve (12') feet wide must have a minimum ten (10') feet by eighteen (18') feet raised screen porch. All mobile homes twelve (12') feet or wider must have a minimum ten (10') feet by twenty (20') feet raised screen porch. All mobile homes must have a flash front trim on the awnings.
- H. All mobile homes must be a minimum of twenty-four (24') feet wide. Single wide mobile homes are allowed at the discretion of the Park.
- I. An aluminum roof over the carport, including the utility building.
- I. A fully sodded lot.
- J. Tie downs and other requirements required for a mobile home to be installed as mandated by local, state or federal government.

In general, and except as expressly provided to the contrary in this Prospectus or the Park Rules and Regulations, each owner of a mobile home in the Park is responsible for the maintenance and repair of said mobile home, the mobile home lot and all improvements thereon (including landscaping). The manufactured home owner may also be required to bear, in the form of increases in the lot rental amount, the cost incurred by the Park owner in installing and constructing capital improvements and/or performing major and minor repairs or renovations in the Park.

VII. UTILITIES AND OTHER SERVICES

A. *Water*

Water is provided by Indian River County Utilities. Each residential meter is read and volume used is billed directly to the manufactured home owner by the utility. The Park is responsible for the repair of the lines up to, but not including, the shutoff valve under the home. The Park is not responsible for the trunk lines leading off the main line into the utility room, water filter or water softener. The manufactured home owner is responsible for any other repairs.

B. *Sewage*

Sewage disposal is provided by Indian River County Utilities. Sewer charges are based on a percentage of water used. Each residential water meter is read and the percentage of water usage allotted to sewer is billed directly to the manufactured home owner by the utility. The Park is responsible for sewer lines within the Community up to the ground connection of the sewer line to the manufactured home sewer line. The manufactured home owner is responsible for the in-ground connection and the lines to and including the manufactured home lines.

C. *Waste Disposal*

Waste disposal (garbage and trash collection) is provided by a private utility company, which at present is Treasure Coast Refuse. The cost for waste disposal is included in the base rent portion of the monthly lot rental amount. The Park may change the provider of waste disposal, as the service is periodically open to bids.

D. *Cable TV*

Cable television is provided by a private utility contractor, which at present is TCI Cablevision, via a system of overhead or underground cable. The Park has no responsibility for providing cable television. The manufactured home owner is responsible for acquiring such service and the monthly payments attendant thereto.

E. Storm Drainage

Storm drainage is provided by street drains draining to culverts and then into the lake. Two (2) pumps also divert storm water by pumping into a canal at the north side of the community. There is no other storm drainage system available. The storm drainage system, as provided, is the responsibility of the Park. The cost of storm drainage is allocated to the individual lots on a pro rata basis and included in the base rent portion of the monthly lot rental amount. The pro rata share will be determined by dividing the number of mobile home spaces leased by a manufactured home owner by the total number of leased mobile home spaces in the Park.

F. Electricity

Electric power is provided by Florida Power Corporation via underground or above ground lines. It is billed directly to the manufactured home owner and is the manufactured home owner's responsibility. The Park is responsible for the repair or replacement of the main circuit breaker box, located on the meter pedestal, but not the wires to the home, nor the breaker panel in the home.

G. Telephone

Telephone service is provided by Southern Bell via above ground or underground lines. It is billed directly to the manufactured home owner. The Park has no responsibility for providing telephone service. The manufactured home owner is responsible for acquiring such service and the monthly payments attendant thereto. The Park assumes no maintenance obligations with regard to such services.

H. Changes in Utilities and Other Services

The description of the utilities and other services at the Park set forth above reflect the manner in which such services are provided and charged, as well as the parties responsible for the maintenance of the facilities necessary to provide such services, as of the filing date of this Prospectus. The Park reserves the right, upon ninety (90) days prior written notice to each affected manufactured home owner in the park, to discontinue the provision or maintenance of any utility or other service described above that is presently provided and/or maintained by the Park, so long as such discontinued service or utility is replaced by a comparable service or utility. In the event of such discontinuation and replacement, the manufactured home owners within the Park may be billed separately for utilities or services that are billed to the Park as of the filing date and/or may be responsible for maintenance of utility facilities that are currently the responsibility of the Park as of the filing date of this Prospectus.

VIII. INCREASES IN LOT RENTAL AMOUNT

A. Park shall give written notice to each affected manufactured home owner and the Board of Directors of the homeowners' association, if one has been formed at least ninety (90) days prior to any increase in the lot rental amount or reduction in services or utilities provided by the Park. The lot rental amount is defined as all financial obligations, except user fees, which are required to be paid by the manufactured home owner as a condition of the tenancy. A description of the financial obligations making up the lot rental amount is detailed in this section of the Prospectus. An increase in any one or more of the factors set forth in this section may result in an increase in the monthly lot rental amount.

B. Lot Rental Amount:

- 1. Base Rent: \$ _____ per month
- 2. Special Fees:
 - a. Late Fees \$ _____ per day,
plus \$ _____ per month.
 - b. Bad Check Fee: \$ _____ per check.
 - c. Extra Resident Fee: \$ _____ per month.
 - d. Subletting Fee: (If this fee is determined to be an entrance fee as prohibited by Florida Statutes 723.041, then it shall be refunded.) \$ _____ per month.
 - e. Costs incurred by the Park to correct conditions of non-compliance by those manufactured home owners who fail to maintain their lots in accordance with specified standards set forth in the Park Rules and Regulations as may from time to time be applicable: \$ _____.
 - f. Pet Fees: \$ _____ per month.
 - g. Application Fee: (This fee will be charged by the Park as allowed by law, in qualifying a prospective manufactured home owner of the Park. If this fee is determined to be an entrance fee as prohibited by Florida Statutes 723.041, then it will be refunded.) \$ _____ per appl.

- h. Guest Charge: (For guests staying for a period longer than fifteen (15) consecutive days or thirty (30) days per calendar year.) \$_____ per month.
- i. Additional Water Charge: \$_____ per month.
- j. Additional Sewer Charge: \$_____ per month.
- k. Lawn Maintenance: \$_____ per cut.
- l. Actual Costs Incurred by the park to furnish Notices to manufactured home owners regarding (1) non-payment of the lot rental amount, (2) non-compliance with the rental agreement and/or (3) non-compliance with park Rules and Regulations, including but not limited to attorneys fees, mailing costs and posting costs: \$_____.

3. **Pass-Through Charges:**

The manufactured home owner shall be responsible for payment of pass-through charges, which are the manufactured home owner's proportionate share of the necessary and actual direct costs and impact or hook-up fees for a governmentally mandated capital improvement, which may include the necessary and actual direct cost and impact or hook-up fees incurred for capital improvements required for public or private regulated utilities. The charges may be assessed more often than annually and will be assessed to the manufactured home owner on a pro rata basis. The pro rata share will be determined by dividing the number of mobile home spaces leased by a manufactured home owner, by the total number of leased mobile home spaces in the Park.

4. **Governmental and Utility Charges:**

The Park may recover a charge, and pass on, at any time during the term of the lot rental agreement, ad valorem property taxes and utility charges, or increases of either, subject to the requirements of Florida Statutes Chapter 723, as amended, or as may be superseded. The ad valorem property taxes and utility charges will not be otherwise collected in the remainder of the lot rental amount. The charges may be assessed more often than annually and will be assessed to the manufactured home owner on a pro rata basis. The pro rata share will be determined by dividing the number of mobile home spaces leased by a manufactured home owner, by the total number of leased mobile home spaces in the Park.

5. General Information:

Except for the services and charges therefore as listed herein, the cost of all other services, and their acquisition, desired or required by the manufactured home owner, are solely the manufactured home owner's responsibility.

The amounts inserted in the Prospectus as of the date of delivery reflect only those amounts charged as of that date. As disclosed herein, all such amounts are subject to future increases and change.

Whenever a "0" appears above in a blank for the amount charged for any category comprising the lot rental amount, any service described herein, or special fee, it shall mean that charges for that particular category, service or special fee are not imposed by the Park as of the date of the delivery of this Prospectus. However, the Park reserves the right, in accordance with the terms of this Prospectus, to charge in the future for those services, special fees or categories, as set forth herein.

Whenever a "-" appears in a blank for the amount charged for any category comprising the lot rental amount, or any service or special fee described herein, it shall mean that said category, special fee and/or service is not offered or available on the delivery date of this Prospectus. However, the Park reserves the right, in accordance with the terms of this Prospectus, to charge in the future for those categories, special fees and/or services as set forth herein.

Notwithstanding any of the provisions of this Prospectus, the Park shall continue to have the right to collect from the manufactured home owner any damages that the Park may sustain as a result of or in connection with a breach of contract and/or a tortious act by the manufactured home owner or anyone permitted to be on the Park property by the manufactured home owner.

- C. Factors which may affect increases in the lot rental amount. (An increase in one or more of these factors may result in an increase in the lot rental amount charged to the manufactured home owners.):
1. Mobile Home Park Maintenance and Deferred Maintenance Costs.
 2. Mobile Home Park Management Costs, Salaries and Expenses.
 3. Major and minor repairs to existing capital improvements within the Park.

4. Factors affecting the cost or charge for a special fee listed above shall be: Increased costs incurred by the park for services or activities making up such special fees, that amount other similarly situated Parks charge for the same special fee, that amount charged by the Park to encourage compliance with Park Rules and Regulations and any expenses, operating costs or management costs incurred by the Park to which the Park can reasonably charge for providing such services or activities associated with such special fees.
5. Cost of Living Increases based upon the United States Department of Labor, Consumer Price Index, U.S. City Average-All Urban Consumers, 1982-84=100, or if discontinued, comparable statistics as published by the United States Department of Labor, and if unpublished, a responsible financial periodical or recognized authority selected by the Park.
6. The cost of permanent and/or non-permanent improvements.
7. Any non-litigation legal fees and costs incurred by the Park to verify and support any of the charges making up the monthly lot rental amount or any increases therein.
8. Any utility costs incurred and billed to the Park for the operation of the Park and its facilities.
9. The cost of all insurance maintained by the Park with respect to Park operations and personnel.
10. Fire district assessments that may from time to time be levied against the Park.
11. Real estate (ad valorem) or other property taxes assessed against the Park.
12. Special assessments of local, state or federal government assessed against the Park.
13. Any local, state or federal government mandated fees, charges, taxes or assessments of any kind billed, levied or charged to the Park.
14. The cost incurred by the Park, or charged to the Park, for utility charges and services and/or any increases therein.
15. License fees, permit fees or other fees and charges payable to the State of Florida or any agency or local or federal government.

16. The cost to obtain and maintain utility services, including but not limited to water, sewer, electricity, gas and waste disposal.
17. All Park operating expenses, including but not limited to; general repair and maintenance costs and any expenses associated with the preparation, printing and distribution of any notices to manufactured home owners and/or manufactured home owners associations, required by Florida Statutes Chapter 723.
18. Professional fees; accountants, attorneys, engineers, architects, surveyors, appraisers and consultant fees; where such services are employed by the Park to assist in the operation, management, development, administration and any other business of the Park.
19. The cost of water service.
20. The cost of sewer service.
21. The cost of waste disposal and collection (garbage and trash collection).
22. The cost of redecorating, renovating and landscaping the common facilities or areas in the Park, and the striping, patching or repairing of any roadways, vehicular parking areas or storage areas in the Park.
23. The cost of janitorial services, security, cleaning, window washing and/or pest control in the common areas or facilities in the Park.
24. Reasonable salaries and other remuneration and compensation paid to persons or firms engaged in operating, managing, repairing, maintaining or administering the Park.
25. Reasonable management fees paid in connection with the operation and management of the Park, including any such fees paid to the owner or any affiliate of the owner.
26. The cost of advertising and the costs associated with the Park's membership in professional or occupational associations.
27. The cost of training personnel.
28. The cost of providing heating, ventilating, sewage and waste disposal, air conditioning and other services attributable to the operation of any recreational building or other common area or facility in the Park.

29. Increases resulting from prevailing economic and market conditions that would allow for the Park to receive a fair and reasonable rate of return and/or the fair market rental value for its mobile home lots.

Prevailing Market Conditions are intended to refer to those lot rental amounts imposed in comparable Parks or lot rental amounts or charges willingly paid from time to time by new manufactured home owners of this Park. For this purpose, a Park will be deemed comparable if it is located in the same general vicinity (Indian River County) as this Park, and offers similar facilities, amenities and services.

Prevailing Economic Conditions are intended to refer to those factors which bear on the economic viability of a real estate investment and which could be considered by a prudent business person in establishing the base rent and other charges, or any increase in the amount thereof. These factors may include:

- a. The cost attendant to the replacement of this Park in the economic environment existing at the time of any lot 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 lot rental amounts must be established in order that the Park will realize a reasonable return on the costs referred to in this clause;
- b. The levels of interest rates and other financing charges associated with construction, interim and permanent financing;
- c. 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;
- d. 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, 1982-84=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;
- e. The level at which the lot rental amount must be established in order that the owner will realize a reasonable return on the "owner's equity". For this purpose, the "owner's equity" refers to the fair market value of the Park, from time to time, less existing mortgage indebtedness;

f. 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 lot rental amount, the present value of the real estate investment and the rate of return on that investment in the then current economic conditions, and which would be taken into consideration by a prudent businessperson in considering the amount of lot 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.

D. The manner in which the monthly lot rental amount will be increased is as follows:

The Park, at its discretion, may increase the monthly lot rental amount in an amount equal to the sum of all of the factors listed in paragraph C of this section, except for those factors set forth in paragraph C(4.) of this section. The Special Fees portions of the monthly lot rental amount may only be increased in an amount equal to the sum of the factors listed in paragraph C(4.) of this section. The Park may, of course, institute increases in the monthly lot rental amount for a sum less than the total of all the factors listed in paragraph C of this section. However, it shall not be considered or expected that the Park shall consistently do so. The sum of all of the factors listed in paragraph C of this section since the time of the last lot rental increase shall equal the maximum increase in the monthly lot rental amount, except that the Park may not increase the monthly lot rental amount more frequently than once every twelve (12) month period, except for those categories of the monthly lot rental amount which can be increased more than once annually as noted herein and/or allowed by law. The sum of all of the factors set forth above shall be allocated to the individual lots on a pro rata basis. The pro rata share will be determined by dividing the number of mobile home spaces leased by a manufactured home owner, by the total number of leased mobile home spaces in the Park.

IX. USER FEES

- A. The term "user fees" means those amounts charged in addition to the lot rental amount for non-essential, optional services provided by or through the Park to the manufactured home owner under a separate written agreement between the manufactured home owner and the person furnishing the optional service or services.
- B. The Park, as of the delivery date of this Prospectus, does not provide non-essential or optional services, and does not charge or levy user fees.

X. PARK RULES AND REGULATIONS

A. Existing Rules and Regulations

The Park Rules and Regulations in effect as of the filing date are attached to this Prospectus as Exhibit "A". In the event the Park Rules and Regulations are amended or modified prior to the delivery date of this Prospectus, then the Rules and Regulations in effect on the delivery date shall be attached to this Prospectus as Exhibit "A" instead of the Rules and Regulations in effect as of the filing date of this Prospectus.

Notwithstanding anything to the contrary set forth in the attached Rules and Regulations, the Park unconditionally reserves the right to amend, change and/or modify the Park Rules and Regulations or to promulgate new Park Rules and Regulations in accordance with the provision of paragraph B below or in any other manner which may, from time to time, be permitted by law.

B. Amendments to Rules and Regulations

The Park may, from time to time, amend the Park Rules and Regulations by modifying or changing any existing Rules or Regulations or adopting any new Rules or Regulations provided, however, the Park shall give at least ninety (90) days prior written notice to each affected manufactured home owner in the Park, and, if the Park has been notified, to the Board of Directors of any incorporated manufactured home owners' association, of such change, modification or amendment, and provided further, that no new Rules or Regulations, except Rules adopted as a result of restrictions imposed by government entities and required to protect the public health, safety and welfare, shall be enforced by the Park prior to the expiration of such ninety (90) day period.

XI. PARK ZONING

As of the filing date, the Park is zoned RMH8. The permitted use under the Park's zoning classification includes mobile home parks.

The zoning authority having jurisdiction over the Park is the Indian River County Community Development Department. As of the filing date, the Park has no definite future plans for changes in the use of the land comprising the Park.

XII. EXHIBITS

- A. A copy of the current Park Rules and Regulations of Heritage Plantation.
- B. A copy of the Park layout showing the location of the recreational areas and other common areas.
- C. The Park will not at this time offer written rental agreements. All tenancies in the Park will be oral year-to-year tenancies except that an initial tenancy may be for less than one (1) year in order to permit the Park owner to have all oral rental agreements within the Park commence at the same time. Thereafter, all tenancies shall be a minimum of one (1) year.

The Park reserves the right to amend this Prospectus, or any exhibits thereto, from time to time, to the extent permitted or required by law, including but not limited to changes in relevant statutory provisions and changes in relevant Rules of the Department of Business and Professional Regulation or any other Agency having jurisdiction over the operation of this Park.

1. The date this Prospectus was determined adequate to meet the requirements of Florida Statutes, Chapter §723: **August 26, 1999**

2. Identification Number: PRMZ000505-P20245

3. The Lot Number to which this Prospectus applies: 242

4. Last Revision to this Prospectus approved November 8, 2002.

RENTAL DISCLOSURE STATEMENT

April 2, 2017

Michael Noel
562 Dyer Ave, Apt 2
Cranston, RI 02921

This letter serves as rental disclosure for the home on Lot #242

	Current Fees	Billing Cycle
Current Rent	\$ 546.73	Monthly
Market Rent	\$ 580.00	Monthly-August 2017
*Trash	\$ 6.89	Monthly-2016
Pass Through	\$ 378.09 /	Yearly-August 2016

NOTE:

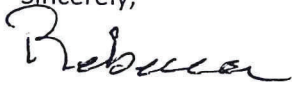
"Market Rent Amount" is the market rate that the new homeowner will pay beginning August 1, 2017 Through July 31, 2018.

"Pass Through" The present share of real estate taxes and other government mandated fees. (Any or all the above mentioned fees are subject to change.)

The prospective buyer(s) must complete and submit a Residency Application Form, along with a \$50 per person application fee- US Citizen, \$75 per person Canadian Citizen (payable to MHC Heritage Plantation) and return to Heritage Plantation for approval. The prospective buyer(s) must be approved for residency prior to occupying a home in Heritage Plantation.

Once approved, the buyer(s) must sign a new Lease and Community Prospectus to finalize all lease to buy options or home closing with MHC Heritage Plantation, L.L.C. Our office hours are 9:00 a.m. to 6:00 p.m. Monday through Friday, with the exception of holidays.

Sincerely,



Rebecca Ruby
Assistant Community Manager
Heritage Plantation
CC: Paula Palermo, ACM
Community Manager



Resident

Resident

EXHIBIT B

**Acknowledgement of Receipt of Prospectus
and Rules & Regulations
for Heritage Plantation**

1. The Lot Number to which this receipt applies: 601

Prospectus Number PRMZ000505-P20245

This Prospectus was deemed adequate to meet the requirements of Chapter 723, Florida Statutes, by the Florida Department of Business & Professional Regulation, Division of Land Sales, Condominiums and Mobile Homes on the 26th day of August 1999.


Name of Applicant Receiving this Notice


Name of Co-Applicant Receiving Notice

Delivery Date: 5/3/2018

HERITAGE PLANTATION
1101 Ranch Road
Vero Beach, Florida 32966

INTEGRATED PROSPECTUS **APPROVAL NO. PRMZ000505-P20245**

APPROVAL DATE: **AUGUST 26, 1999**

AMENDMENTS THROUGH: **FEBRUARY 27, 2004**

PARK OWNER: **GATORLAND VISTAS, INC.**

PERSON AUTHORIZED: **REGIONAL VICE PRESIDENT**
MANUFACTURED HOME COMMUNITIES, INC.
28050 U.S. Highway 19 North, Suite 400
Clearwater, FL 33761

**This Prospectus may be delivered to Tenants of this Park who became Residents on
or after August 26, 1999;**

OR

Tenants who assumed the tenancy of such a Resident;

OR

Tenants who agreed to accept this Prospectus.

X Kathleen Sundege

X Erik Wiksten

STP:216833:1

Rubena Ruby - CH

PROSPECTUS
FOR
HERITAGE PLANTATION

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

SUMMARY

1. THIS PROSPECTUS CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND YOUR FINANCIAL OBLIGATIONS IN LEASING A MOBILE HOME LOT. MAKE SURE THAT YOU READ THE ENTIRE DOCUMENT AND SEEK LEGAL ADVICE IF YOU HAVE ANY QUESTIONS REGARDING THE INFORMATION SET FORTH IN THIS DOCUMENT.
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**HERITAGE PLANTATION
July 1, 2001 Addendum
to P2 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.

PROSPECTUS FOR HERITAGE PLANTATION

I. NAME AND ADDRESS OF PARK

HERITAGE PLANTATION
1101 Ranch Road
Vero Beach, Florida 32966

II. RECEIPT OF NOTICES AND DEMANDS

The following person is authorized to receive Notices and demands on the Park Owner's behalf:

REGIONAL VICE PRESIDENT
Manufactured Home Communities, Inc.
28050 U.S. Highway 19 North, Suite 400
Clearwater, FL 33761

III. PARK PROPERTY DESCRIPTION

A. Lots, Set-Backs and Minimum Separation Between Mobile Homes

Heritage Plantation consists of 436 mobile home lots. Each of the lots is approximately 50 feet by 70 feet, or 3,500 square feet. The set back requirements of each mobile home are as set forth below.

Pursuant to Section 4A-42.05 of the Florida Administrative Code, the State Fire Marshall has adopted the code of the National Fire Protection Association. The applicable provisions of that code provide as follows:

5-2.1 Fire Safety Separation Requirements **5-2.1.1**

Any portion of a manufactured home, excluding the tongue, shall not be located closer than 10 ft. (3.04 m) side to side, 8 ft. (2.44 m) 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 (1) hour fire rated barrier. (See 5-4.1)

5-4 Accessory Building or Structure Firesafety
5-4.1

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 three (3') feet (0.91 m) from a building, cabana or enclosed porch of an adjacent site. A carport, awning, ramada or open (screened) porch using combustible materials shall not be located closer than five (5') feet (1.52 m) from the site line of an adjoining site.

Notwithstanding the above requirements, Indian River County requires that a home is located on a space so that no living space is closer than twenty (20') feet to any adjacent living space and no accessory structure shall be located closer than ten (10') feet to any other structure on an adjoining space. The County requires a twenty (20') foot setback from the road.

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 and 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 of this Prospectus. The delivery date used herein is the date upon which the Prospectus is delivered to the manufactured home owner. Prospective manufactured home owners of the Park are advised to inquire with the above-referenced authorities with respect to these matters.

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. Any one or more of such requirements may be subsequently modified or repealed. No continuing publication is undertaken by the Park owner to advise any manufactured home owner of any subsequent modification, future adoption of additional requirements of any other government 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 manufactured home owner is advised to obtain further information regarding installation of mobile homes in the Park from the appropriate permitting authority.

B. Shared Facilities

Heritage Plantation has a Recreation Building (Friendship Hall), Laundry, swimming pool, shuffleboard courts, two (2) tennis courts, two (2) Bocce Courts and horseshoe pit, which are available for use by the Park manufactured home owners. The maximum number of lots that will use these shared facilities is 436. In the event the number of lots in the Park should increase or decrease in the future, the maximum number of lots using the shared facilities of the Park will correspondingly increase or decrease.

IV. RECREATIONAL AND COMMON FACILITIES

A. Buildings

1. **Recreation Building (Friendship Hall):** The Park has a Recreation Building (Friendship Hall) located on the corner of Heritage Boulevard and Hall Drive. It is approximately 7,582 square feet and contains a card room, billiard room, exercise room, men's and women's restrooms, kitchen and lounge. The Recreation Building (Friendship Hall) is intended for use by all residents for dinners, dances, meetings, social gatherings and the like. The capacity of the Recreation Building (Friendship Hall) is 300 persons.
2. **Laundry.** The Laundry is located on Congress Street near the tennis Courts. It contains a wall mounted television, stand mounted fan, clothes folding table and four (4) chairs with end table. The Laundry is approximately 16 feet by 24 feet and has a capacity of 12 persons.

B. Swimming Pool

Heritage Plantation has a swimming pool located on the corner of Hall Drive and Heritage Boulevard near the Recreation Building (Friendship Hall). The swimming pool is approximately 42 feet by 26 feet and ranges in depth from 3 feet to 6 feet. There is decking around the pool approximately 8 feet by 136 feet. The pool is heated. The capacity of the pool is 23 persons.

C. Other Facilities and Permanent Improvements

1. Paved Streets.
2. Park Entrance and Information Signs.
3. Two (2) Bocce Courts: The Bocce Courts are located in Garden Way Park in the center of the Community.

4. Sewer Lines.
5. Water Lines.
6. Mail Boxes.
7. Four (4) Shuffleboard Courts: The Shuffleboard Courts are located behind the Recreation Hall (Friendship Hall), alongside the pool deck.
8. Two (2) Tennis Courts: The Tennis Courts are located just south of the Recreation Hall (Friendship Hall).
9. Horseshoe Pit: The Horseshoe Pit is located in the woods just north of Peace Street in the Northwest corner of the Community. The Horseshoe Pit may be moved to Garden Way Park in the center of the Community.
10. Fire Hydrants.

D. Personal Property

Heritage Plantation has pool tables, card tables, lounge furniture, dining tables, chairs, stove, refrigerator, pots and pans, dishes, coffee makers, library books, stereo equipment, piano and pool furniture and exercise equipment in the Exercise Room at the Recreation Hall available for use by the manufactured home owners of the Park. In addition, there is a Courtesy Van available at the discretion of the Park management. Except as set forth herein or above, there is no personal property available for use by the manufactured home owners of the Park.

E. Days and Hours of Operation

1. Recreation Building (Friendship Hall): The Recreation Building (Friendship Hall) is open seven (7) days a week from 7:00 AM until 11:00 PM. The Recreation Building (Friendship Hall) may be open other hours upon special request and approval of the Park management.
2. Swimming Pool: The Swimming Pool is open (7) days a week from 8:00 AM until 10:00 PM.
3. Shuffleboard Courts: The Shuffleboard Courts are open seven (7) days a week from 9:00 AM until dusk.
4. Tennis Court: The Tennis Court is open seven (7) days a week from 9:00 AM until dusk.

5. Laundry: The Laundry is open (7) days a week, twenty-four (24) hours a day.
6. Horseshoe Pit: The Horseshoe Pit is open seven (7) days a week from 9:00 AM until dusk.
7. Bocce Courts: The Bocce Courts are open seven (7) days a week from 9:00 AM until dusk.

The days and hours of operation set forth herein are subject to change at the discretion of the Park management.

F. Future Improvements

1. All permanent improvements to the Park are now complete.
2. The Park reserves the right from time to time to alter or change any of the existing facilities or property by the removal, relocation or alteration of then existing facilities and property. No assurance is given that any of the foregoing facilities or property will remain available for the manufactured home owners' use for any specified period after the filing date of the Prospectus.
3. From time to time, the Park, in the future, may be required by government action, or by its own discretion, to construct, build or provide for permanent or non-permanent improvements in the Park not yet known or contemplated, which permanent or non-permanent improvements shall be for the use or benefit of the Park manufactured home owners or used for the operation and management of the Park.

V. PARK MANAGEMENT AND MAINTENANCE

The management of Heritage Plantation is the responsibility of the Park Manager. The Park Manager's office is located at 1101 Ranch Road, Vero Beach, Florida, and will have posted days and hours of operation. All questions and problems concerning Park operations should be directed to the Park Manager.

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 attention of the Park Manager.

VI. MOBILE HOME OWNER REQUIRED IMPROVEMENTS

All manufactured home owners, who become manufactured home owners in the Park after the filing date of this Prospectus, must install the following improvements as a condition to the placement of their mobile home in the Park:

- A. The set-up, installation, design and construction of the mobile home and any attachments, additions or improvements thereto, shall be approved by the Park prior to construction and installation. All such construction and installation shall begin only after appropriate building permits have been obtained. All work is to be done by a licensed, qualified and bonded contractor, who has proof of valid workmen's compensation insurance coverage, if applicable.
- B. All mobile homes, additions, attachments and improvements thereto must be set-up, installed and constructed in compliance with all local, state and federal ordinances, statutes, codes and other requirements.
- C. All mobile homes must have skirting in a manner approved by the Community within thirty (30) days of the mobile home being installed in the Community. All mobile homes must be skirted with split block and have split block planters.
- D. Concrete steps at each entrance to the mobile home.
- E. No cabanas, porches, carports, utility storage compartments or other external alterations or additions may be made to any mobile home without prior written approval of the Community. All utility sheds must be built on the concrete of the driveway and into the roof of the carport. No free standing sheds are permitted.
- F. All mobile homes less than twelve (12') feet wide must have a minimum ten (10') feet by eighteen (18') feet raised screen porch. All mobile homes twelve (12') feet or wider must have a minimum ten (10') feet by twenty (20') feet raised screen porch. All mobile homes must have a flash front trim on the awnings.
- H. All mobile homes must be a minimum of twenty-four (24') feet wide. Single wide mobile homes are allowed at the discretion of the Park.
- I. An aluminum roof over the carport, including the utility building.
- I. A fully sodded lot.
- J. Tie downs and other requirements required for a mobile home to be installed as mandated by local, state or federal government.

In general, and except as expressly provided to the contrary in this Prospectus or the Park Rules and Regulations, each owner of a mobile home in the Park is responsible for the maintenance and repair of said mobile home, the mobile home lot and all improvements thereon (including landscaping). The manufactured home owner may also be required to bear, in the form of increases in the lot rental amount, the cost incurred by the Park owner in installing and constructing capital improvements and/or performing major and minor repairs or renovations in the Park.

VII. UTILITIES AND OTHER SERVICES

A. Water

Water is provided by Indian River County Utilities. Each residential meter is read and volume used is billed directly to the manufactured home owner by the utility. The Park is responsible for the repair of the lines up to, but not including, the shutoff valve under the home. The Park is not responsible for the trunk lines leading off the main line into the utility room, water filter or water softener. The manufactured home owner is responsible for any other repairs.

B. Sewage

Sewage disposal is provided by Indian River County Utilities. Sewer charges are based on a percentage of water used. Each residential water meter is read and the percentage of water usage allotted to sewer is billed directly to the manufactured home owner by the utility. The Park is responsible for sewer lines within the Community up to the ground connection of the sewer line to the manufactured home sewer line. The manufactured home owner is responsible for the in-ground connection and the lines to and including the manufactured home lines.

C. Waste Disposal

Waste disposal (garbage and trash collection) is provided by a private utility company, which at present is Treasure Coast Refuse. The cost for waste disposal is included in the base rent portion of the monthly lot rental amount. The Park may change the provider of waste disposal, as the service is periodically open to bids.

D. Cable TV

Cable television is provided by a private utility contractor, which at present is TCI Cablevision, via a system of overhead or underground cable. The Park has no responsibility for providing cable television. The manufactured home owner is responsible for acquiring such service and the monthly payments attendant thereto.

E. Storm Drainage

Storm drainage is provided by street drains draining to culverts and then into the lake. Two (2) pumps also divert storm water by pumping into a canal at the north side of the community. There is no other storm drainage system available. The storm drainage system, as provided, is the responsibility of the Park. The cost of storm drainage is allocated to the individual lots on a pro rata basis and included in the base rent portion of the monthly lot rental amount. The pro rata share will be determined by dividing the number of mobile home spaces leased by a manufactured home owner by the total number of leased mobile home spaces in the Park.

F. Electricity

Electric power is provided by Florida Power Corporation via underground or above ground lines. It is billed directly to the manufactured home owner and is the manufactured home owner's responsibility. The Park is responsible for the repair or replacement of the main circuit breaker box, located on the meter pedestal, but not the wires to the home, nor the breaker panel in the home.

G. Telephone

Telephone service is provided by Southern Bell via above ground or underground lines. It is billed directly to the manufactured home owner. The Park has no responsibility for providing telephone service. The manufactured home owner is responsible for acquiring such service and the monthly payments attendant thereto. The Park assumes no maintenance obligations with regard to such services.

H. Changes in Utilities and Other Services

The description of the utilities and other services at the Park set forth above reflect the manner in which such services are provided and charged, as well as the parties responsible for the maintenance of the facilities necessary to provide such services, as of the filing date of this Prospectus. The Park reserves the right, upon ninety (90) days prior written notice to each affected manufactured home owner in the park, to discontinue the provision or maintenance of any utility or other service described above that is presently provided and/or maintained by the Park, so long as such discontinued service or utility is replaced by a comparable service or utility. In the event of such discontinuation and replacement, the manufactured home owners within the Park may be billed separately for utilities or services that are billed to the Park as of the filing date and/or may be responsible for maintenance of utility facilities that are currently the responsibility of the Park as of the filing date of this Prospectus.

VIII. INCREASES IN LOT RENTAL AMOUNT

A. Park shall give written notice to each affected manufactured home owner and the Board of Directors of the homeowners' association, if one has been formed at least ninety (90) days prior to any increase in the lot rental amount or reduction in services or utilities provided by the Park. The lot rental amount is defined as all financial obligations, except user fees, which are required to be paid by the manufactured home owner as a condition of the tenancy. A description of the financial obligations making up the lot rental amount is detailed in this section of the Prospectus. An increase in any one or more of the factors set forth in this section may result in an increase in the monthly lot rental amount.

B. Lot Rental Amount:

- 1. Base Rent: \$ _____ per month
- 2. Special Fees:
 - a. Late Fees \$ _____ per day,
plus \$ _____ per month.
 - b. Bad Check Fee: \$ _____ per check.
 - c. Extra Resident Fee: \$ _____ per month.
 - d. Subletting Fee: (If this fee is determined to be an entrance fee as prohibited by Florida Statutes 723.041, then it shall be refunded.) \$ _____ per month.
 - e. Costs incurred by the Park to correct conditions of non-compliance by those manufactured home owners who fail to maintain their lots in accordance with specified standards set forth in the Park Rules and Regulations as may from time to time be applicable: \$ _____.
 - f. Pet Fees: \$ _____ per month.
 - g. Application Fee: (This fee will be charged by the Park as allowed by law, in qualifying a prospective manufactured home owner of the Park. If this fee is determined to be an entrance fee as prohibited by Florida Statutes 723.041, then it will be refunded.) \$ _____ per appl.

- h. Guest Charge: (For guests staying for a period longer than fifteen (15) consecutive days or thirty (30) days per calendar year.) \$ _____ per month.
- i. Additional Water Charge: \$ _____ per month.
- j. Additional Sewer Charge: \$ _____ per month.
- k. Lawn Maintenance: \$ _____ per cut.
- l. Actual Costs Incurred by the park to furnish Notices to manufactured home owners regarding (1) non-payment of the lot rental amount, (2) non-compliance with the rental agreement and/or (3) non-compliance with park Rules and Regulations, including but not limited to attorneys fees, mailing costs and posting costs: \$ _____.

3. Pass-Through Charges:

The manufactured home owner shall be responsible for payment of pass-through charges, which are the manufactured home owner's proportionate share of the necessary and actual direct costs and impact or hook-up fees for a governmentally mandated capital improvement, which may include the necessary and actual direct cost and impact or hook-up fees incurred for capital improvements required for public or private regulated utilities. The charges may be assessed more often than annually and will be assessed to the manufactured home owner on a pro rata basis. The pro rata share will be determined by dividing the number of mobile home spaces leased by a manufactured home owner, by the total number of leased mobile home spaces in the Park.

4. Governmental and Utility Charges:

The Park may recover a charge, and pass on, at any time during the term of the lot rental agreement, ad valorem property taxes and utility charges, or increases of either, subject to the requirements of Florida Statutes Chapter 723, as amended, or as may be superseded. The ad valorem property taxes and utility charges will not be otherwise collected in the remainder of the lot rental amount. The charges may be assessed more often than annually and will be assessed to the manufactured home owner on a pro rata basis. The pro rata share will be determined by dividing the number of mobile home spaces leased by a manufactured home owner, by the total number of leased mobile home spaces in the Park.

5. General Information:

Except for the services and charges therefore as listed herein, the cost of all other services, and their acquisition, desired or required by the manufactured home owner, are solely the manufactured home owner's responsibility.

The amounts inserted in the Prospectus as of the date of delivery reflect only those amounts charged as of that date. As disclosed herein, all such amounts are subject to future increases and change.

Whenever a "0" appears above in a blank for the amount charged for any category comprising the lot rental amount, any service described herein, or special fee, it shall mean that charges for that particular category, service or special fee are not imposed by the Park as of the date of the delivery of this Prospectus. However, the Park reserves the right, in accordance with the terms of this Prospectus, to charge in the future for those services, special fees or categories, as set forth herein.

Whenever a "-" appears in a blank for the amount charged for any category comprising the lot rental amount, or any service or special fee described herein, it shall mean that said category, special fee and/or service is not offered or available on the delivery date of this Prospectus. However, the Park reserves the right, in accordance with the terms of this Prospectus, to charge in the future for those categories, special fees and/or services as set forth herein.

Notwithstanding any of the provisions of this Prospectus, the Park shall continue to have the right to collect from the manufactured home owner any damages that the Park may sustain as a result of or in connection with a breach of contract and/or a tortious act by the manufactured home owner or anyone permitted to be on the Park property by the manufactured home owner.

- C. Factors which may affect increases in the lot rental amount. (An increase in one or more of these factors may result in an increase in the lot rental amount charged to the manufactured home owners.):
1. Mobile Home Park Maintenance and Deferred Maintenance Costs.
 2. Mobile Home Park Management Costs, Salaries and Expenses.
 3. Major and minor repairs to existing capital improvements within the Park.

4. Factors affecting the cost or charge for a special fee listed above shall be: Increased costs incurred by the park for services or activities making up such special fees, that amount other similarly situated Parks charge for the same special fee, that amount charged by the Park to encourage compliance with Park Rules and Regulations and any expenses, operating costs or management costs incurred by the Park to which the Park can reasonably charge for providing such services or activities associated with such special fees.
5. Cost of Living Increases based upon the United States Department of Labor, Consumer Price Index, U.S. City Average-All Urban Consumers, 1982-84=100, or if discontinued, comparable statistics as published by the United States Department of Labor, and if unpublished, a responsible financial periodical or recognized authority selected by the Park.
6. The cost of permanent and/or non-permanent improvements.
7. Any non-litigation legal fees and costs incurred by the Park to verify and support any of the charges making up the monthly lot rental amount or any increases therein.
8. Any utility costs incurred and billed to the Park for the operation of the Park and its facilities.
9. The cost of all insurance maintained by the Park with respect to Park operations and personnel.
10. Fire district assessments that may from time to time be levied against the Park.
11. Real estate (ad valorem) or other property taxes assessed against the Park.
12. Special assessments of local, state or federal government assessed against the Park.
13. Any local, state or federal government mandated fees, charges, taxes or assessments of any kind billed, levied or charged to the Park.
14. The cost incurred by the Park, or charged to the Park, for utility charges and services and/or any increases therein.
15. License fees, permit fees or other fees and charges payable to the State of Florida or any agency or local or federal government.

16. The cost to obtain and maintain utility services, including but not limited to water, sewer, electricity, gas and waste disposal.
17. All Park operating expenses, including but not limited to; general repair and maintenance costs and any expenses associated with the preparation, printing and distribution of any notices to manufactured home owners and/or manufactured home owners associations, required by Florida Statutes Chapter 723.
18. Professional fees; accountants, attorneys, engineers, architects, surveyors, appraisers and consultant fees; where such services are employed by the Park to assist in the operation, management, development, administration and any other business of the Park.
19. The cost of water service.
20. The cost of sewer service.
21. The cost of waste disposal and collection (garbage and trash collection).
22. The cost of redecorating, renovating and landscaping the common facilities or areas in the Park, and the striping, patching or repairing of any roadways, vehicular parking areas or storage areas in the Park.
23. The cost of janitorial services, security, cleaning, window washing and/or pest control in the common areas or facilities in the Park.
24. Reasonable salaries and other remuneration and compensation paid to persons or firms engaged in operating, managing, repairing, maintaining or administering the Park.
25. Reasonable management fees paid in connection with the operation and management of the Park, including any such fees paid to the owner or any affiliate of the owner.
26. The cost of advertising and the costs associated with the Park's membership in professional or occupational associations.
27. The cost of training personnel.
28. The cost of providing heating, ventilating, sewage and waste disposal, air conditioning and other services attributable to the operation of any recreational building or other common area or facility in the Park.

29. Increases resulting from prevailing economic and market conditions that would allow for the Park to receive a fair and reasonable rate of return and/or the fair market rental value for its mobile home lots.

Prevailing Market Conditions are intended to refer to those lot rental amounts imposed in comparable Parks or lot rental amounts or charges willingly paid from time to time by new manufactured home owners of this Park. For this purpose, a Park will be deemed comparable if it is located in the same general vicinity (Indian River County) as this Park, and offers similar facilities, amenities and services.

Prevailing Economic Conditions are intended to refer to those factors which bear on the economic viability of a real estate investment and which could be considered by a prudent business person in establishing the base rent and other charges, or any increase in the amount thereof. These factors may include:

- a. The cost attendant to the replacement of this Park in the economic environment existing at the time of any lot 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 lot rental amounts must be established in order that the Park will realize a reasonable return on the costs referred to in this clause;
- b. The levels of interest rates and other financing charges associated with construction, interim and permanent financing;
- c. 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;
- d. 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, 1982-84=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;
- e. The level at which the lot rental amount must be established in order that the owner will realize a reasonable return on the "owner's equity". For this purpose, the "owner's equity" refers to the fair market value of the Park, from time to time, less existing mortgage indebtedness;

- f. 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 lot rental amount, the present value of the real estate investment and the rate of return on that investment in the then current economic conditions, and which would be taken into consideration by a prudent businessperson in considering the amount of lot 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.

- D. The manner in which the monthly lot rental amount will be increased is as follows:

The Park, at its discretion, may increase the monthly lot rental amount in an amount equal to the sum of all of the factors listed in paragraph C of this section, except for those factors set forth in paragraph C(4.) of this section. The Special Fees portions of the monthly lot rental amount may only be increased in an amount equal to the sum of the factors listed in paragraph C(4.) of this section. The Park may, of course, institute increases in the monthly lot rental amount for a sum less than the total of all the factors listed in paragraph C of this section. However, it shall not be considered or expected that the Park shall consistently do so. The sum of all of the factors listed in paragraph C of this section since the time of the last lot rental increase shall equal the maximum increase in the monthly lot rental amount, except that the Park may not increase the monthly lot rental amount more frequently than once every twelve (12) month period, except for those categories of the monthly lot rental amount which can be increased more than once annually as noted herein and/or allowed by law. The sum of all of the factors set forth above shall be allocated to the individual lots on a pro rata basis. The pro rata share will be determined by dividing the number of mobile home spaces leased by a manufactured home owner, by the total number of leased mobile home spaces in the Park.

IX. USER FEES

- A. The term "user fees" means those amounts charged in addition to the lot rental amount for non-essential, optional services provided by or through the Park to the manufactured home owner under a separate written agreement between the manufactured home owner and the person furnishing the optional service or services.
- B. The Park, as of the delivery date of this Prospectus, does not provide non-essential or optional services, and does not charge or levy user fees.

X. PARK RULES AND REGULATIONS

A. Existing Rules and Regulations

The Park Rules and Regulations in effect as of the filing date are attached to this Prospectus as Exhibit "A". In the event the Park Rules and Regulations are amended or modified prior to the delivery date of this Prospectus, then the Rules and Regulations in effect on the delivery date shall be attached to this Prospectus as Exhibit "A" instead of the Rules and Regulations in effect as of the filing date of this Prospectus.

Notwithstanding anything to the contrary set forth in the attached Rules and Regulations, the Park unconditionally reserves the right to amend, change and/or modify the Park Rules and Regulations or to promulgate new Park Rules and Regulations in accordance with the provision of paragraph B below or in any other manner which may, from time to time, be permitted by law.

B. Amendments to Rules and Regulations

The Park may, from time to time, amend the Park Rules and Regulations by modifying or changing any existing Rules or Regulations or adopting any new Rules or Regulations provided, however, the Park shall give at least ninety (90) days prior written notice to each affected manufactured home owner in the Park, and, if the Park has been notified, to the Board of Directors of any incorporated manufactured home owners' association, of such change, modification or amendment, and provided further, that no new Rules or Regulations, except Rules adopted as a result of restrictions imposed by government entities and required to protect the public health, safety and welfare, shall be enforced by the Park prior to the expiration of such ninety (90) day period.

XI. PARK ZONING

As of the filing date, the Park is zoned RMH8. The permitted use under the Park's zoning classification includes mobile home parks.

The zoning authority having jurisdiction over the Park is the Indian River County Community Development Department. As of the filing date, the Park has no definite future plans for changes in the use of the land comprising the Park.

XII. EXHIBITS

- A. A copy of the current Park Rules and Regulations of Heritage Plantation.
- B. A copy of the Park layout showing the location of the recreational areas and other common areas.
- C. The Park will not at this time offer written rental agreements. All tenancies in the Park will be oral year-to-year tenancies except that an initial tenancy may be for less than one (1) year in order to permit the Park owner to have all oral rental agreements within the Park commence at the same time. Thereafter, all tenancies shall be a minimum of one (1) year.

The Park reserves the right to amend this Prospectus, or any exhibits thereto, from time to time, to the extent permitted or required by law, including but not limited to changes in relevant statutory provisions and changes in relevant Rules of the Department of Business and Professional Regulation or any other Agency having jurisdiction over the operation of this Park.

1. The date this Prospectus was determined adequate to meet the requirements of Florida Statutes, Chapter §723: **August 26, 1999**
2. Identification Number: **PRMZ000505-P20245**
3. The Lot Number to which this Prospectus applies: _____
4. Last Revision to this Prospectus approved **November 8, 2002**.

HERITAGE PLANTATION RULES AND REGULATIONS

EFFECTIVE: April 12, 2004

OUR RESIDENTS WERE ATTRACTED TO HERITAGE PLANTATION BECAUSE OF ITS APPEARANCE AND ENVIRONMENT.

THIS GOOD WAY OF LIFE DID NOT JUST HAPPEN. EACH AND EVERY RESIDENT, AND MANAGEMENT MUST WORK CONSTANTLY TO KEEP IT THIS WAY. THEREFORE, A SET OF RULES AND REGULATIONS IS NECESSARY SO THAT EVERYONE CAN KEEP THEIR INVESTMENT, AND THE COMMUNITY IN THE BEST POSSIBLE CONDITION.

ALL REASONABLE MEANS HAVE BEEN TAKEN TO INSURE THAT YOUR RESIDENCY HERE IS SAFE, PLEASANT AND ENJOYABLE. MANY OF OUR RULES AND REGULATIONS ARE BASED ON WHAT IS REQUIRED BY LAW. THE REMAINDER ARE PUBLISHED TO ADDITIONALLY PROTECT LIFE, PROPERTY AND PRIVACY. THEY MAY BE AMENDED FROM TIME TO TIME TO ACHIEVE THIS PURPOSE.

GENERAL

1. The Community business office will be open from 9:00 AM to 12:00 Noon, and 1:00 PM to 5:00 PM weekdays, but will not be open on Saturdays and Sundays, nor designated holidays. In case of emergency, telephone numbers located on the Clubhouse bulletin board and office windows will direct you to responsible assistance.
2. ALL LOT RENTAL AMOUNTS ARE PAYABLE IN ADVANCE ON THE FIRST DAY OF EACH MONTH. A late charge will be added for lot rental amounts not received by the fifth (5th) day of the month.
3. Manufactured homes are intended to be occupied by a single family only. The manufactured home owner is prohibited from renting or subletting any room or portion of the manufactured home on the manufactured home lot without Management's interview and prior written approval of prospective occupants. Boarding or rooming house enterprises, operations or practices of any kind are prohibited in the Community. Any guest staying with a mobile home owner in excess of thirty (30) consecutive days shall be considered an applicant for permanent residency in the Community, and shall be subject to the Community Rules and Regulations, including but not limited to the obligation to make application for residency and satisfy the Rules of Entry.
4. NO PEDDLING, SOLICITING OR COMMERCIAL ENTERPRISES ARE ALLOWED IN THE COMMUNITY. All non-resident vendors wishing to do business within Heritage Plantation must have written permission from Management and must exhibit such written permission to residents. However, any resident may canvas other residents to the extent authorized by Florida Statutes, Chapter 723.

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5. CLOTHES LINES OR UMBRELLA- OR RACK-TYPE CLOTHES HANGERS WILL NOT BE PERMITTED IN THE CARPORT OR OTHER AREAS OUTSIDE OF THE RESIDENT'S HOME.
6. To preserve the beauty of our Community, your home and site must be maintained in clean and good condition at all times. This includes washing, waxing and/or painting of house or roof as needed. In the event a homeowner wishes to change the color of the manufactured home, its trim and/or the driveway, prior written approval must be obtained from Management for the new color. If disclosed in your Prospectus, if your home is not maintained properly, it may be done by Management at resident's expense. If the resident is out-of-state, a thirty (30) day notice, including mail time, will be given to correct the maintenance problem. When the homeowner is in residence, a fifteen (15) day notice including mail time to correct will be given. The notice referenced above is an informal notice intended to avoid the formalities of the application of Chapter 723 for the violation of this Rule. The Community owner shall not be relieved of the obligation to send out a formal notice under Chapter 723 for non-compliance with Community Rules and Regulations.
7. All additions or improvements to resident's home must be done by a licensed contractor according to county regulations. The contractor must supply a Certificate of Liability and proof of Workmen's Compensation Insurance coverage to the Community Office.
8. In the interest of beautifying the Community, residents are encouraged to add additional shrubs and plants to their sites. However, the planting of shrubs must be approved by Management. BECAUSE OF UNDERGROUND UTILITIES, NO DIGGING OF ANY KIND WILL BE PERMITTED WITHOUT PRIOR WRITTEN APPROVAL OF MANAGEMENT. Damaged electrical wiring could result in personal injury.
9. The burning of trash in the Community is not permitted. No dumping of trash, garbage, gasoline, oil, bush and tree trimmings in vacant sites or other areas is permitted. Shrub clippings, dead palm fronds and tree limbs will be picked up each week. The dates of such pick-ups may be changed by Management at any time. Three (3) dumpsters are located in the compound area. The number of dumpsters may be increased or decreased by Management at any time. They may be used by homeowners. Two (2) dumpsters are presently being used for plant and tree cuttings. No plastic, lumber, paper, household articles or garbage are allowed in these two (2) dumpsters. However, ~~there is another dumpster for discarded household articles, such as appliances and furniture.~~ No garbage, tires, batteries or plant material are allowed in the household dumpsters.
10. ALL GARBAGE MUST BE CONTAINED IN CLOSED PLASTIC BAGS OR SECURED BOXES AND PLACED AT PICK UP, SPOT ON THE MORNING OF GARBAGE PICK UP DAYS IN THE EARLY MORNING.
11. Fences of any kind are not permitted.
12. In accordance with the Federal Housing for Older Persons Act of 1995 (as amended or modified from time to time, "HOPA"), the Community 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 Community 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 Community 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 Community must be at least forty (40) years of age. All prospective residents of the Community 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.

The Community reserves the right to refuse admittance to anyone. Under the Requirements of Entry all prospective manufactured home owners or occupants must meet with the approval of the Community owner or management. Applicants must be considered desirable and compatible with other manufactured home owners in the Community. References may be required and thoroughly checked before admittance, including credit checks. Approval of any prospective manufactured home owner or occupant must be given by the Community before any contract for the sale of a manufactured home is signed, title to a manufactured home is transferred, or occupancy begins.

13. Guests are permitted in Heritage Plantation for a period not exceeding fifteen (15) consecutive days or thirty (30) days per calendar year. State of Florida regulations require that all residents and guests be registered at the Community Office.
14. When leaving home for an extended period, residents should advise the Community Office and state if their home will be occupied in their absence.
15. ALL RESIDENTS OF HERITAGE PLANTATION WILL BE HELD DIRECTLY RESPONSIBLE FOR THE ACTIONS OF THEIR GUESTS, REGARDLESS OF THE GUESTS' AGE. Guests under 16 years of age may use the recreation facilities only when accompanied by an adult. The rules of each recreational facility are plainly posted at the site. All residents and guests must familiarize themselves with the regulations and policies of Heritage Plantation.
16. Residents should be considerate of their neighbors when playing their radio, TV, stereo, organ or any other instrument. Excessive noise will not be tolerated before 8:00 AM nor after 10:00 PM. ~~This Rules includes windchimes, woodworking tools and vehicular noise, including radio, stereo or CD components from such source.~~
17. To maintain the beauty of the Community, each resident must keep their site free of debris. Items, including but not limited to boxes, equipment, appliances, indoor furniture and/or ladders are not permitted outside of your home or utility room or in the garden area. No cabanas, porches, carports, utility storage compartments or other external alterations or additions shall be made to any mobile home without the prior approval of the Community. All utility sheds must be built on the concrete of the driveway and into the roof of the carport. No free standing sheds are permitted.
18. THE SPEED LIMIT IN THE COMMUNITY MUST BE OBSERVED AT ALL TIMES. PEDESTRIANS AND BICYCLES HAVE THE RIGHT-OF-WAY.
19. Residents must respect their neighbor's premises. Manufactured home sites are not common areas.

20. Post lights have been installed for the safety and convenience of all residents. Each resident is responsible to keep his light maintained and operating during the hours of darkness.
21. When leaving their home on a bicycle, residents should not ride down the driveway into the street. Rather, the bike should be walked to the street and then ridden. This is a must to prevent riding into an oncoming car and causing an accident.
22. The location of any type of exterior antenna or satellite dish must be approved by the Community in advance of installation. Any antenna or satellite dish will be required to be altered if it creates a disturbance or otherwise interferes with another manufactured home owner's reception. No satellite dishes in excess of 39 inches in diameter or antenna or satellite dish masts in excess of 12 feet high may be installed in the Community.
23. All mobile home owners must maintain a current state registration decal on their mobile home. A copy of the current registration must be furnished to the Community by the mobile home owner on an annual basis.
24. Heirs and/or beneficiaries of a deceased mobile home owner are not considered purchasers for the purposes of assuming the remainder of deceased mobile home owner's tenancy. All heirs and/or beneficiaries must be approved by the Community prior to said heir and/or beneficiaries taking Occupancy of the subject mobile home.
25. Unless disclosed otherwise in your Prospectus; all new mobile home owners must install the following improvements and abide by the following requirements as a condition to the placement of their mobile home in the Community:
 - A. The set-up, installation, design and construction of the mobile home and any attachments, additions or improvements thereto, shall be approved by the Community prior to construction and installation. All such construction and installation shall begin only after appropriate building permits have been obtained. All work is to be done by a licensed, qualified and bonded contractor, who has proof of valid workmen's compensation insurance coverage, if applicable.
 - B. All mobile homes, additions, attachments and improvements thereto must be set-up, installed and constructed in compliance with all local, state and federal ordinances, statutes, codes and other requirements.
 - C. All mobile homes must have skirting in a manner approved by the Community within thirty (30) days of the mobile home being installed in the Community. All mobile homes must be skirted with split block and have split block planters.
 - D. Concrete steps at each entrance to the mobile home.
 - E. No cabanas, porches, carports, utility storage compartments or other external alterations or additions may be made to any mobile home without prior written approval of the Community. All utility sheds must be built on



the concrete of the driveway and into the roof of the carport. No free standing sheds are permitted.

- F. All mobile homes less than twelve (12') feet wide must have a minimum ten (10') feet by eighteen (18') feet raised screen porch. All mobile homes twelve (12') feet or wider must have a minimum ten (10') feet by twenty (20') feet raised screen porch. All mobile homes must have a flash front trim on the awnings.
- G. Tie downs and other requirements required for a mobile home to be installed as mandated by local, state or federal government.

MAINTENANCE

1. Lawn mowing will be provided by Community Management. The resident is responsible for watering, trimming, edging and fertilizing. If premises are not satisfactorily maintained, Management reserves the right to perform these services at residents' expense. If resident is out-of-state, a thirty (30) day notice, including mail time, will be given to correct the maintenance problem. When the homeowner is in residence, a fourteen (14) day notice to correct will be given. The notice given above shall not relieve the Community owner of the obligation to send out a formal notice under Chapter 723 for non-compliance with Community Rules and Regulations. The notice referenced above is simply an informal notice intended to avoid the formalities of the application of Chapter 723 for the violation of this Rule.
2. Additional trees and shrubs must not be planted in any way that will interfere with the lawn mowers.

UTILITIES

1. Electricity is provided by Florida Power and Light. Each resident's meter will be read and each resident will be billed directly by Florida Power and Light. Unless disclosed otherwise in your Prospectus, Management is responsible for the repair of the main circuit breaker box located on the meter pedestal, but not the wires to the home, nor the breaker panel in the home.
2. Water and sewer is provided by Indian River County Utilities. Each residential meter is read and billed directly to the homeowner by the utility. Unless disclosed otherwise in your Prospectus, Management is responsible for the repair of the lines up to, but not including, the shut off valve under the home. Management is not responsible for the trunk lines leading off the main line into a utility room, water filter or water softener. The mobile home owner is responsible for the trunk lines leading off the main line into a utility room, water filter or water softener.

PETS

1. Pets, not in excess of thirty (30) pounds are permitted.
2. Pets must be kept in specific area only, with the approval of the Management.

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3. Before purchasing or accepting new pets, ask the Community Manager for specifications.
4. **PETS MUST BE ON A LEASH AT ALL TIMES.** Any pet found in the Community without a leash while outside a resident's home will be picked up and delivered to the animal shelter.
5. Please remind visiting guests of the Community pet regulations.
6. Be mindful of your neighbor's property when exercising your pet. Use a "pooper scooper".
7. Noisy or unruly pets will not be allowed to remain in the Community.
8. Pets are not permitted in any of the Community's recreation areas.
9. No resident, under any circumstances, will be allowed to have or keep temporarily pets belonging to other persons, whether or not said other persons are a guest, invitee or visitor staying in the mobile home.

VEHICLES

1. Automobiles of residents or guests may be parked only in the carport or in the driveway. Additional automobiles beyond these stated may be parked around the recreation area or parking facilities around the lake. **PARKING OF ANY VEHICLE ON THE GRASS OR EMPTY SITES WILL NOT BE PERMITTED.** The only exception to this would be the overnight parking being allowed around the garden area Community fence as designated by signage, only during the Winter season.
2. **RECREATION VEHICLES, COMMERCIAL VEHICLES, AND BOATS MAY BE PARKED ONLY IN AN AREA PROVIDED BY THE COMMUNITY IN THE COMPOUND.** Keys for the compound will be issued by Community Management. Anyone having anything in the storage area will have thirty (30) days to register their item with the Community. Each item stored must have the grounds around it maintained at all times. This includes weeding and trimming. All vehicles stored in the area must have current license plates. All stored items must be kept in serviceable condition and not allowed to deteriorate. Deteriorated items will be considered abandoned if they have not met the above criteria. Stored items that do not meet the above criteria will have a red tag placed on them and will be removed after thirty (30) days from the date on the red tag if the above criteria have not been met.
3. Activities involving repairs to vehicles shall not be permitted around the home.
4. Parking of any vehicle on your neighbors' driveway is prohibited unless you have obtained written permission from that neighbor.



5. Heritage Plantation specifically reserves the right to restrict the operations of all delivery, transportation, or other vehicular traffic within the Community, which Management deems to be detrimental to safety and traffic control.
6. Please observe stop signs. **SPEED LIMIT FOR ALL VEHICLES IS 15 MPH.**

SWIMMING POOL AND RECREATIONS AREAS

1. The swimming pool is open from 8:00 AM to 10:00 PM daily. All posted rules must be observed, not only for health and sanitation reasons, but also for the maintenance of the pool. Please observe the rules and do not apply sun tan oil before entering the pool.
 2. The use of recreational equipment by a guest will be allowed if the residents being visited by the guest are present at such recreational activities and hold themselves responsible for the proper use of said equipment by the guest.
 3. The owners of Heritage Plantation are not liable for accidents or injuries to life or property resulting from any residents' use of recreational facilities. Residents and guests avail themselves of these facilities at their own risk.
 4. Absolutely no walking through the Clubhouse with WET thongs or WET bare feet is permitted as this may cause someone to slip and fall and injure themselves.
 5. No diving in the pool is permitted. The bathing load for the pool is 23 persons. There is no lifeguard on duty. Therefore, you must use the pool at your own risk.
 6. The pool is for private use only. Management reserves the right to deny use of the pool to anyone at any time.
 7. No running or unnecessary noise is permitted in the pool area. Food and drinks are not permitted in the pool or on the pool deck area. Pets are not allowed in the pool area.
 8. Those with long hair must wear bathing caps. When wet, slippers and towels must be used before entering buildings. No wet feet are allowed in the hallways of the Clubhouse. Do not apply suntan oil or lotion before entering pool. Shower before entering pool. Do not use soap or shampoo in the showers.
-
9. No cut off jeans are allowed in the pool. Bathing suits are proper attire.
 10. No flotation devices are allowed in the pool. No babies are allowed in the pool unless they are toilet trained.
 11. Place towels on chairs and lounges before using, especially if your body is covered with lotion or oil.

POOL ROOM

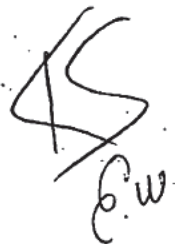
1. The consumption of alcoholic beverages in the pool room is strictly prohibited.

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2. The use of any profane language in the pool room is strictly prohibited. This room is for the use of women as well as men, and both should be respected. All posted rules must be observed.
3. No one under the age of 16 is permitted to use the pool tables.
4. Non-residents may use the pool tables only in the company of a resident who in turn becomes responsible for the actions of his guests.
5. Do not sit on tables when making a shot. Please use bridges found under each table.
6. When only two (2) players are playing on a table and other are waiting to play, please restrict game to 25 points or thirty (30) minutes.
7. Clean and cover tables after each use. Leave tables clean for others to follow.
8. No smoking in pool room by either players or spectators.
9. No food or drink is allowed in the pool room.

RESALE OF TENANT'S HOME

1. Park Owner shall not deny the tenant the right to sell his manufactured home within the Community. The Community reserves the right and is in the continual process of upgrading the Community. Minimum standards for manufactured homes in the Community require that all manufactured homes must be maintained in a neat appearance and comply with all Rules and Regulations herein.
2. A tenant wishing to sell his home may list his home with our sales department. The sales price and commission rates for any home so listed will be predetermined by agreement between the tenant and the Community sales department.
3. Two (2) "FOR SALE" signs may be posted in or on any manufactured home being offered for sale. Signs will be no larger than 12 inches by 16 inches. The signs will not be placed on the ground nor on stakes in the ground, nor in planters or on the carport posts or structures. They may, under certain circumstances, with Management approval, be anchored to the siding of the home if no other location is available by which the sign may be seen. The signs may contain no more than the words "For Sale" and a telephone number or the words, "Inquire Within". The signs must be professionally printed or manufactured and may not be hand made. The background color of signs must be white with green, black or red lettering. Sale signs of outside brokers, if different from the colors prescribed above, may be approved by Management.
4. Management reserves the right to interview and approve all prospective purchasers. Purchasers who fail to comply with these requirements may be subject to eviction.
5. Except for non-assumable lease holders, the buyer of any mobile home which will remain in the Community after the sale of same may assume the remainder of the current term of the tenancy of the seller. Therefore, the buyer assumes the responsibility for payment to the Community of all unpaid lot rental amounts that are due and owing as of and including the monthly lot rental amount of the month of the transfer

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of ownership. The Community does not waive whatever lien rights it may have for non-payment of lot rental amounts. The buyer and seller, jointly and severally, shall remain liable for all lot rental amounts due and owing to the Community prior to or at the time of the closing on the sale of the mobile home.

6. After initial approval for tenancy is given by the Community, all prospective mobile home owners must provide a copy of a Bill of Sale and mobile home registration as a condition to final approval of their tenancy in the Community.

SPECIAL NOTICE

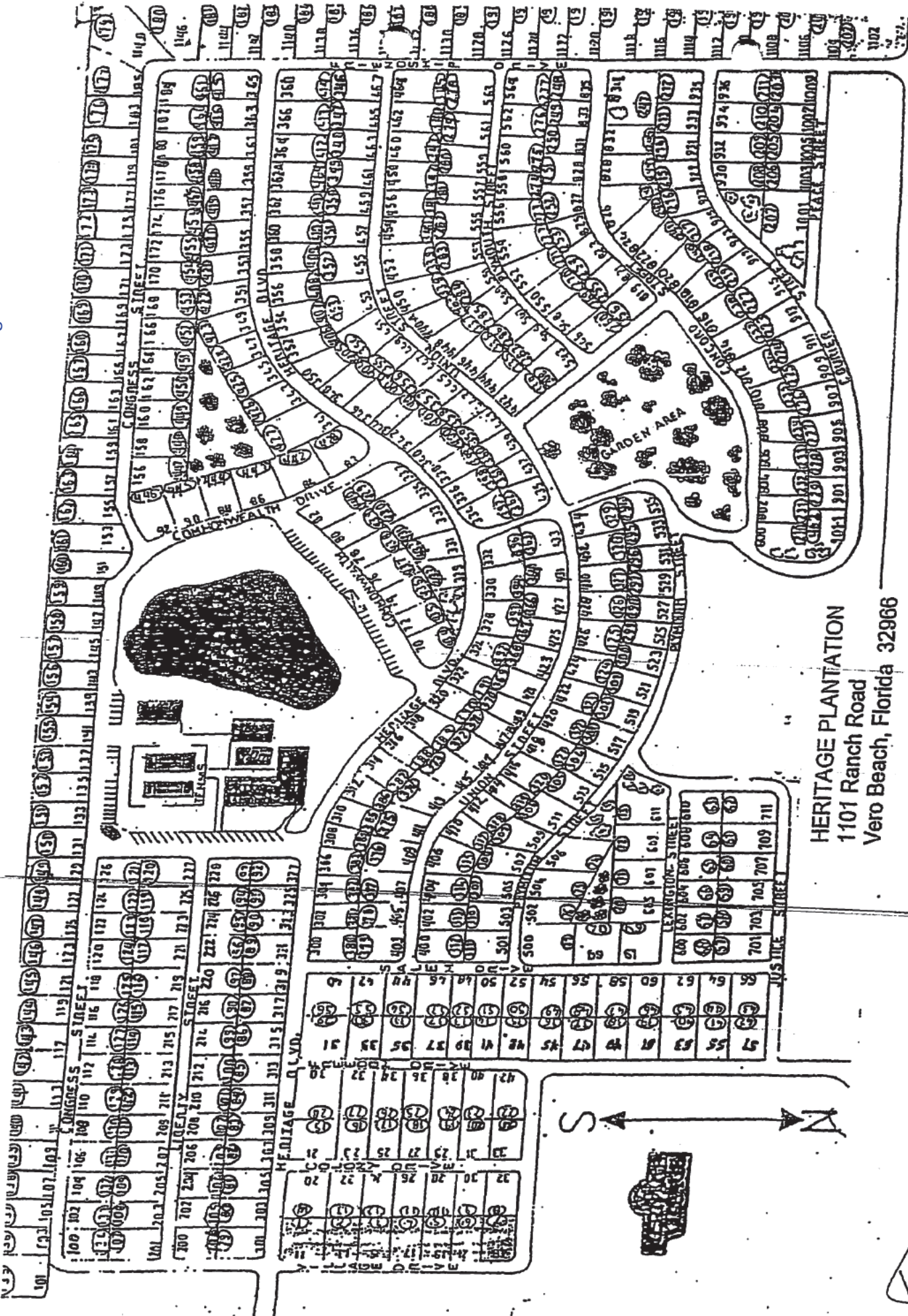
1. MANAGEMENT RESERVES THE RIGHT TO CHANGE THESE RULES AND REGULATIONS AS NECESSARY IN ORDER TO MAINTAIN HIGH AND EXACTING STANDARDS AND TO COMPLY WITH CHANGES IN STATE AND COUNTY REGULATIONS. ALL RULE CHANGES WILL BE EFFECTIVE UPON NINETY (90) DAYS NOTICE, IN WRITING.
2. The Community may evict a manufactured home owner or a manufactured home for one (1) or more of the following grounds:
 - A. Non-payment of lot rental amount;
 - B. Conviction of a violation of a federal or state law or local ordinance, which violation may be deemed detrimental to the health, safety or welfare of the other manufactured home owners of the Community;
 - C. Violation of a Community Rule and Regulation, the Rental Agreement or Florida Statutes Chapter 723;
 - D. A change in the use of the land comprising the Community, or a portion thereof;
 - E. Failure of a purchaser of a manufactured home situated in the Community to be qualified and obtain approval to become a manufactured home owner as per the Rules and Regulations of the Community.

3. The owners and management of the Community shall not be liable or responsible for loss or injury to life or property caused by accident, fire, theft, act of God or any other cause whatsoever.
4. The owners and management of the Community shall not be liable or responsible for accident or injury to life or property through manufactured home owners use of any recreational facility. Manufactured home owners, occupants and guests avail themselves of these facilities at their own risk.
5. Manufactured home owners are liable and responsible for damages caused by their family and guests.
6. Manufactured home owners must conduct themselves and require other persons on their premises with their consent to govern themselves in a manner that does not unreasonably disturb their neighbors or constitute a breach of peace.



7. The Community shall have the right of access to the manufactured home owner's manufactured home only to prevent imminent danger to the occupant or the manufactured home. The Community shall have the right to enter on to the lot for purposes of repair and replacement of utilities and protection of the Community at all reasonable times.
8. The rights of the Community contained herein are cumulative. Failure of the Community to exercise any right shall not operate to forfeit any other rights of the Community. No waiver by the community of any Rule or Regulation shall be deemed to constitute or imply a further waiver of any other Rule or Regulation.

KS
E.W



HERITAGE PLANTATION
 1101 Ranch Road
 Vero Beach, Florida 32966

AS

EXHIBIT C



**Heritage Village Homeowners Association
Of
Heritage Plantation, Vero Beach, FL**

Dear Eric,

This letter is in response to our latest rent increase. The residents of Heritage Plantation are disappointed by this increase.

We have some issues that have been on the table since the last Long Term Agreement and are still not resolved. It is about time for you as the ELS representative to step up and address your problems with actual fixes to make this park you profess in your promotions of Heritage Plantation. The mission statement in our office states you are to make this a wonderful, comfortable place to reside for our seniors, without the following improvements, we are living in a much less than ideal retirement option.

- Raise the storm sewer grates on both Heritage Blvd and Concord Street. We have measured the height of the grate on Concord Street. It has receded 4 inches in the last year. Now a pipe feeding that grate has collapsed. I believe these are related.
- After many years we were finally granted much needed additional parking in the spring of 2020. This was done with only residents working, moving the post and setting the parking the lanes. As we were promised ground shells/landscaping materials, are not installed, making the parking ares dirt and mud. This takes away from our overall look of our park.
- The clubhouse north doors were updated meeting ADA standards. As we requested the doors at the south were to be replaced at the same time with updated ADA standards. Our reason for this was to help our handicap and elderly use the doors that are easier to access from the parking.
- The maintenance garage was redone instead improvements of residents' amenities. We were promised to have the clubhouse repainted inside, and that was not done because of the maintenance garage work.
- The street paving last year was reduced. The excuse we got was the cost of oil, when oil was at it lowest price in recent years.
- Street sweeping was supposed to be done quarterly to keep the slime at bay. 4 quarters/year for 3 years is 12 sweepings and we have been swept only 2 times.



**Heritage Village Homeowners Association
Of
Heritage Plantation, Vero Beach, FL**

- The last rent negotiation meeting we were told the home at 31 Freedom Drive was a pullout. It is still here and also now 31 Colony Drive is to also to be removed. This home has rodents and mold, which means that it is a health hazard. This has been reported by residents and ignored by the ELS office. This is not the only delayed fix of problems. Three years ago the tennis court need repairs of a sinkhole. It was determined the leak was under the maintenance driveway. It was dug up and fixed, but the driveway to date has never been repaved. It is time we get actual date for the repair and new projects that are planned for Heritage Plantation in order to understand when the residents can ensure confidence in ELS's stated plans.
- After many years of flooded streets and now collapsing storm drains, it would be about time to fix all these issues. This obviously is an major expense and should have been done many year ago when it was realized by ELS, because of all the complaints that have been reported year after year.

We look forward to a resolution to all these issues and feel that our rent is out of line with all the incomplete items that have been promised year after year.

Heritage Plantation of Vero Beach HOA

EXHIBIT D

Code Enforcement Board of Indian River County
ORDER FINDING VIOLATION

IN THE MATTER OF:

Case No. 2017010135

MHC HERITAGE PLANTATION, L.L.C.
TWO NORTH RIVERSIDE PLAZA, SUITE 800
CHICAGO, IL 60606

MHC HERITAGE PLANTATION, L.L.C
C/O CT CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

HERITAGE PLANTATION
1101 82ND AV
VERO BEACH, FL 32966

, Respondents

RE: VIOLATION OF SECTIONS 201.29 of the Code of Laws and Ordinances of Indian River County, Florida.

DESCRIPTION OF SITE OF VIOLATION:

Location: 1101 82ND AV VERO BEACH
Tax Parcel ID No.: 33-38-11-00001-0090-00002.0
Zoning: RMH-8
Legal Description: INDIAN RIVER FARMS CO SUB PBS 2-25 TR 9 LESS PARCEL IN NE COR AS DESC IN OR BK 479 P 636 & LESS RD & CANALR/WS & TR 10 LESS W 10 AC & LESS CANAL R/W

THE CODE ENFORCEMENT BOARD HAS HEARD TESTIMONY AND EXAMINED EVIDENCE AT A HEARING HELD JUNE 26, 2017, AND BASED ON THE EVIDENCE, THE CODE ENFORCEMENT BOARD HAS ADJUDGED AS FOLLOWS:

FINDINGS OF FACT AND CONCLUSION OF LAW

1) Respondent is the legal owner and/or occupant of the subject property, and was duly notified of the hearing, in accordance with Chapter 162, Florida Statutes. The following Respondents or respondent representatives were present at the June 26, 2017 Code Enforcement Board meeting:

Jason Russo

2) The subject property is zoned RMH-8 District. The following violation exist on the subject property:

- ILLEGAL DISCHARGE INTO COUNTY SEWER SYSTEM

3) The above described is a violation of the following Section(s) of the Code of Laws and Ordinances of Indian River County:

Code Chapter/ Section
- CHP 201 / 201.29

ORDER
(Case No. 2017010135)

1. **IT IS THE ORDER OF THIS BOARD** that the Respondent(s) shall comply with the herein cited sections of the Code of Laws and Ordinances of Indian River County, Florida, **on or before SEPTEMBER 22, 2017 (hereinafter compliance date)**, by taking the following actions:

Smoke test the entire park to identify all areas of potential infiltration; seal all items that smoke; TV all lines from the manhole to the main trunk lines; repair any cracks, breaks or other areas of potential infiltration; repair and/or upgrade all manholes; repair cleanouts; ensure that all manhole connections are tight so as to prevent infiltration; smoke test the entire system after work has been completed to assure that all issues have been addressed; TV any trunk lines that are six inches or larger; and provide the Indian River County Department of Utility Services with the final reports, certifying that no potential areas of infiltration are identified.

Respondent(s) shall not use, or permit the use of, said property in violation of the cited code sections at any time thereafter. **If the violation continues beyond or recurs after the specified compliance date, a fine of \$100 per day for each day of noncompliance shall be imposed.**

2. **UPON COMPLIANCE, RESPONDENT SHALL NOTIFY THE CODE INSPECTOR** at 1801 27th Street, Vero Beach, Florida 32960, Telephone (772) 226-1249, who shall inspect the property and advise the Code Enforcement Board as to the correction of the violation.

3. **IF RESPONDENT HAS NOT ABATED OR CORRECTED THE VIOLATION** on or before the compliance date, **THIS BOARD SHALL RECONVENE in the Commission Chambers of County Administration Building A, 1801 27th Street, Vero Beach, Florida at 1:30 p m. on Monday, SEPTEMBER 25, 2017**, to hear further evidence on the issue of compliance and to impose the specified fine amount per day for each day the violation continues beyond the compliance date. **RESPONDENT IS HEREBY FURTHER NOTIFIED TO REAPPEAR** before this Board for such compliance hearing, at the aforesated time and place, **UNLESS THIS MATTER HAS BEEN SATISFACTORILY RESOLVED AND THE CODE INSPECTOR HAS BEEN DULY NOTIFIED** and has acknowledged correction of the violation.

4. **REPEAT VIOLATIONS:** A repeat violation of the same Code provision by the violator, even if committed at a different location, can result in the issuance of a notice of violation, without an opportunity to correct, and a hearing before the Code Enforcement Board resulting in imposition of fines of up to \$500.00 for each day the repeat violation continues, beginning with the day the repeat violation is found by the Board to have occurred. *Rf. F.S. 162.04(5); 162.06(3); 162.09(1) and (2)(a).*

5. **BE ADVISED THAT** in accordance with County Code Section 973.04, **if the Code Enforcement Board determines at the compliance hearing that the violation(s) constitute a public nuisance posing a serious threat to public health, safety and welfare or if the violation is irreparable or irreversible in nature**, then the Board shall advise the County, no sooner than 30 days after the compliance hearing, to enter onto the property and abate the nuisance, with costs of the abatement to be recorded as a lien against the property.

TAKE NOTE THAT ANY FINE IMPOSED BY THIS BOARD AGAINST YOU CONSTITUTES A LIEN AGAINST THE REAL PROPERTY ON WHICH THE VIOLATION EXISTS AND UPON ANY OTHER REAL OR PERSONAL PROPERTY WHICH YOU OWN. YOUR CONTINUED NONCOMPLIANCE MAY RESULT IN FORECLOSURE, JUDICIAL SALE AND LOSS OF YOUR PROPERTY. THEREFORE, IF FOR ANY REASON YOU ARE UNABLE TO COMPLY WITHIN THE STATED TIME, PLEASE NOTIFY THE CODE INSPECTOR IMMEDIATELY.

DONE AND ORDERED JUNE 26, 2017, in open session at the County Commission Chambers of County Administration Building A, 1801 27th Street, Vero Beach, Florida.

EXECUTED by the Chairman of the Indian River County Code Enforcement Board, and attested and countersigned by the Recording Secretary of such Board this _____ day of _____, 2017.

ATTEST: _____
Lisa Carlson
Recording Secretary

Stephen W. Boehning, Chairman
Indian River County Code Enforcement Board

Copy furnished to: Respondent
Code Officer VANESSA CARTER SOLOMON

REVIEWED AS TO LEGAL FORM:

Jennifer D. Peshke
Board Advising Attorney

EXHIBIT E

CODE ENFORCEMENT BOARD
INDIAN RIVER COUNTY, FLORIDA

IN THE MATTER OF:

CEB Case No. 2017010135

MHC HERITAGE PLANTATION, L.L.C.
TWO NORTH RIVERSIDE PLAZA, SUITE 800
CHICAGO, IL 60606

MHC HERITAGE PLANTATION, L.L.C
C/O CT CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

HERITAGE PLANTATION
1101 82ND AV
VERO BEACH, FL 32966

, Respondents

ORDER IMPOSING FINE

THIS MATTER ORIGINALLY CAME BEFORE THE BOARD for a public hearing on June 26, 2017, after due notice to the Respondents, at which time the Board heard testimony under oath and received evidence. The Board issued findings of fact, conclusions of law, and an oral order which was reduced to writing and furnished to the Respondents to take corrective action by a certain time, as more specifically set forth in that order.

On March 26, 2018, this Board conducted a compliance hearing to determine whether the Board's order of June 26, 2017, as amended by Orders Granting Extension, had been complied with. Respondents were provided proper notice of the compliance hearing, but did not attend the hearing.

Based on the evidence and testimony presented at the hearing, this Board finds that the required corrective action has not been taken as ordered and that there does in fact exist illegal discharge into the county sewer system in the RMH-8 Zoning District, which constitutes the use of the property in violation of Section 201.29 of the Code of Laws and Ordinances of Indian River County.

The Board's previous order, as amended, set forth a compliance date of **March 23, 2018**, and a fine of \$100 for each day the violation continues beyond the referenced compliance date.

IT IS HEREBY ORDERED THAT THE ABOVE DESCRIBED FINE IS HEREBY IMPOSED AGAINST THE RESPONDENT(S) for each and every day the violation exists upon or adjacent to the following described property, situated in Indian River County, Florida, to wit:

Location: 1101 82ND AV VERO BEACH
Tax Parcel ID No. 33-38-11-00001-0090-00002.0
Legal Description: INDIAN RIVER FARMS CO SUB PBS 2-25 TR 9 LESS PARCEL IN NE COR AS DESC
IN OR BK 479 P 636 & LESS RD & CANALR/WS & TR 10 LESS W 10 AC & LESS CANAL R/W

beginning **March 24, 2018**. **A CERTIFIED COPY OF THIS ORDER SHALL BE RECORDED** in the Official Record Books of Indian River County forthwith **AND SHALL CONSTITUTE A LIEN AGAINST THE HEREIN DESCRIBED PROPERTY, AND UPON ANY OTHER REAL OR PERSONAL PROPERTY OWNED BY THE VIOLATOR**, pursuant to Chapter 162 of the Florida Statutes and Indian River County Ordinance 90-20, as may be amended. Further information of this matter may be obtained by contacting the Code Enforcement Section of the Community Development Department of Indian River County, 1801 27th Street, Vero Beach, Florida 32960, (772) 226-1249.

DONE AND ORDERED March 26, 2018, at Vero Beach, Indian River County, Florida, in accordance with a ruling made by this Board in open session on said date, nunc pro tunc.

EXECUTED by the Chairman of the Indian River County Code Enforcement Board, and attested and countersigned by the Recording Secretary of such Board this ____ day of _____, 2018.

CODE ENFORCEMENT BOARD OF
INDIAN RIVER COUNTY, FLORIDA

ATTEST: _____
Lisa Carlson
Recording Secretary

By: _____
Frank M. Clements III, Chairman
Indian River County Code Enforcement Board

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing Order Imposing Fine was provided to the above-named Respondent(s) by first class U.S. Mail addressed to the above-specified addresses this ____ day of _____, 2018.

Lisa Carlson, Recording Secretary

REVIEWED AS TO LEGAL FORM:

Edie E. Collins
Board Advising Attorney

CEB Case No. 2017010135
Code Officer: VANESSA CARTER SOLOMON

EXHIBIT F

**STATE OF FLORIDA
DEPARTMENT OF HEALTH
COUNTY HEALTH DEPARTMENT
PUBLIC POOL AND BATHING PLACE
INSPECTION REPORT**



**** DunnCL 11/22/2019 10:56:35 PM ****

1 of 2

Facility Information

RESULT: Unsatisfactory

Permit Number: 31-60-00074 Name of Facility: Heritage Plantation At Vero Beach Address: 1101 82 Avenue City, Zip: Vero Beach 32966 Type: Public Pool > 25000 Gallons Owner: MHC Heritage Planation, LLC Person In Charge: MHC Homes Phone: (772) 569-1270 PIC Email: Pool Operator: Molinari Pool Service Phone: (772) 778-2633	Correct By: by 8:00 AM Re-Inspection Date: 11/26/2019
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Inspection Information

Purpose: Routine Inspection Date: 11/6/2019	Begin Time: 11:30 AM End Time: 12:15 PM
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Additional Information

22. Free Chlorine 5.5 23. pH 7.2 24. Chlor. Stabilizer 0 33. Flowmeter 75 34. Thermometer 83	VOLUME 41500 POOL LOAD 23 FLOW RATE 115 NIGHT SWIM FILTER TYPE DEP
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Items checked are not in compliance with Chapter 386 or 514, Florida Statutes, or Chapter 64E-9 or 64E-10, Florida Administrative Code. These violations must be corrected by the date indicated to avoid closure, administrative fines, or other legal actions. Florida Building Code (FBC) violations are reported to the local building official, and depending upon risk severity, the Department of Health may close the pool or rescind the operating permit.

Violation Markings

POOL AREA 1. Water Clarity/Algae Control X 2. Deck/Walkways 3. Tile/Pool Finish 4. Depth Markers-FBC 5. Handrail/Ladder-FBC 6. Step Markings-FBC 7. Suction Outlets-514.0315(1) 8. Gutter Grates/Skimmer-FBC 9. Lighting 10. No Dive Markings-FBC 11. Diving Board-FBC 12. Pool Cover 13. Pool Side Shower-FBC POOL SAFETY 14. Life Hook(s) w/Pole 15. Life Ring(s) w/Rope 16. Safety Line	X 17. Rules Posted 18. Certification SANITARY FACILITIES 19. Supplies 64E-10, FAC 20. Clean 64E-10, FAC WATER QUALITY 21. Approved Test Kit 22. Free Chlor./Brom. 23. pH 24. Chlor. Stabilizer 25. Spa Requirements-ORP EQUIPMENT ROOM 26. Wading Pool-Quick Dump 27. Water Level/Control 28. Disinfection Feeder/Generator 29. pH Feeder 30. Chem. Container Label-FBC 31. Filter / Pump	32. Vacuum Cleaner-FBC X 33. Flowmeter 34. Thermometer 35. Pressure/Vacuum Gauge 36. Equip. Room 37. Cross Connection 38. Gas Chlorine Eq.-FBC 39. Waste Water - FBC 40. D.E. Separator-FBC 41. Other Equipment 42. Equip. Change-FBC 43. Approved Chemicals 44. Maintenance Log 45. Inspection Posted 46. Safety-514.0315(2) 47. Fences/Gates- FBC X 48. Other 49. Other
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NOTE: It is unlawful to modify a public pool or its equipment without prior approval from the local building department and submitting an application to DOH.

Inspector Signature:

James Brown

Client Signature:

email led, no one on-site

STATE OF FLORIDA
DEPARTMENT OF HEALTH
COUNTY HEALTH DEPARTMENT
PUBLIC POOL AND BATHING PLACE
INSPECTION REPORT



**** DunnCL 11/22/2019 10:56:35 PM ****

2 of 2

General Comments

Received anonymous written complaint letter in the mail that stated pool deck is made up of 6 inch pavers creating thousands of crevices for dirt, animal droppings and mold to accumulate. Complainant does not recall deck ever being power washed or cleaned. Planters near pool are covered with mold. Drain near poolside shower fills with water after 30 seconds of showering creating a black puddle residents have to walk through to enter the pool. Pipes feeding pool side showers are covered with mold.

Our office has no jurisdiction over planters and mold since they are over 4 feet from the pool edge as well as the pipes on the poolside shower. The poolside showers function and are operable.
No signature for facility due to no one onsite.

Email Address(es): heritageplantation_mgr@equitylifestyle.com

DOH Web Page For Pools: <http://www.floridahealth.gov/environmental-health/swimming-pools/index.html>

Violations Comments

Violation #2. Deck/Walkways
Pool deck within 4ft of pool edge must be cleaned and free of algae growth
CODE REFERENCE: Deck/Walkway 64E-9.004(3); FBC 454.1.3.1.3; 454.1.7.7; 454.1.8.5. Pool deck areas shall be free from sediment, debris, dirt, standing water, and algae; and refinished as needed to maintain safety/sanitation. Wet decks shall be unobstructed.

Violation #17. Rules Posted
Hours of pool operation are missing and daylight hours must posted at all times.
CODE REFERENCE: Rules Posted. 64E-9.004(4); 64E-9.008(6) & (13)(f). Signs shall be maintained legible from the pool deck as approved by the jurisdictional building department addressing: bathing load, pool operation time, no-diving, animals, glass, food/beverages, showering, swimming while ill, swallowing pool water, and additionally for spa pools: temperature, spa use time, minimum age, and vulnerable person caution.

Violation #33. Flowmeter
Flow rate is not within the 20% allowed. Design flow rate is 115. Maintain between 92 & 138.
CODE REFERENCE: Flowmeter. 64E-9.008(10)(b); FBC 454.1.6.5.13. All pools shall have a functional flowmeter capable of reading from 1/2 to 1&1/2 the design flow rate.

Violation #48. Other Pool Side Shower Drain
Pool shower drain is not functioning properly allowing water to collect. Repair this drain to allow proper drainage with no standing water.
CODE REFERENCE: Other. Items so marked violate sections of Chapter 64E-9 or FBC not listed above, and are explained in the comments section.

Inspection Conducted By: Lauren Broom (51087)
Inspector Contact Number: Work: (772) 794-7440 ex. 2120
Print Client Name: MHC Homes
Date: 11/6/2019

Inspector Signature:

Client Signature:

email led, no one onsite

EXHIBIT G



**INDIAN RIVER COUNTY/CITY OF VERO BEACH
BUILDING DIVISION**

1801 27th Street, Vero Beach, FL 32960 772 226-1260

2020 7th Edition FBC, IRC Ordinance Chapter 403, CVB Ordinance Chapter 22

NOTICE OF VIOLATION

BY ORDER OF THE BUILDING OFFICIAL

Notice Date: 2/2/21

To: MHC OPERATING LMTD PRTN PO BOX 06115, CHICAGO IL 60606

Address of building or structure: 1101 82ND AV VERO BEACH, FL 32966

Tax I.D: 33381100001009000002.0

NOTICE IS HEREBY GIVEN that the above referenced building or structure is hereby declared UNDER NOTICE OF VIOLATION by the undersigned Building Official.

THE FOLLOWING LISTED CONDITIONS have been documented and determined to have rendered the building or structure IN VIOLATION of the provisions of the Florida Building Code, and/or the Code of Ordinances of Indian River County or the City of Vero Beach:

- 1) **Electrical wiring conduit buried in road intersection without a permit. Conduit Per NEC Table 300.5 must be minimum 24 inch depth/cover over conduit.**

THE FOLLOWING ACTION IS REQUIRED and ordered by the Building Official and must be commenced within or completed by the time specified:

- 1) **After-the-Fact Building Permit is required through Indian River County Building located at 1801 27th Street, Vero Beach, FL 32960. Permit must be issued, posted on jobsite, and inspected. Work must be done by a state licensed electrical contractor.**

EITHER: Correct the violation: All required permits must be secured and the repair work commenced within (30) days from the date you receive this notice and continue to completion with all violation conditions completely corrected and the building or structure brought into full compliance with the above referenced codes within 180 days;

OR: Demolish the building or structure: All required permits must be secured and the demolition work commenced within (30) days from the date you receive this notice and continue to completion with the property brought into full compliance with the above referenced codes within 60 days.

IF YOU FAIL TO TAKE THE REQUIRED ACTION within the time stated, the Building Official may cause demolition to be done by Indian River County or the City of Vero Beach and all costs incurred will be charged against the property and the owner of record. Such costs of demolition shall be a special assessment lien against the subject property, which lien may be foreclosed and the subject property sold at public sale to satisfy the lien.

NOTICE OF RIGHT TO APPEAL: Any person or entity having any legal interest in the subject property may appeal this Notice and Order to the Indian River County Construction Board of Adjustments and Appeals or the City of Vero Beach Board of Building Appeals. Such appeal shall be in writing and filed with the Building Official within thirty (30) days from the date of service of this notice and must contain the following information: (1) Identification of the building or structure concerned by street address or legal description; (2) A statement identifying the legal interest of each appellant; (3) A statement identifying the specific order or section being appealed; (4) A statement detailing the issues on which the appellant desires to be heard; and (5) The legal signature of all appellants and their official mailing address.

FAILURE TO APPEAL IN THE TIME SPECIFIED WILL CONSTITUTE A WAIVER OF ALL RIGHTS TO AN ADMINISTRATIVE HEARING.

Further information regarding this Notice and Order may be obtained by contacting the undersigned Building Official at 772-226-1260 or at the Building Department Office in the Indian River County Administration Building, 1801 27th Street, Vero Beach, Florida 32960.

**By Inspector:
David Checchi**

**Scott McAdam, CBO, MCP
Building Official**