

**PROSPECTUS**  
**FOR**  
**THE HAMPTONS**

- 1. THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN LEASING A MOBILE HOME LOT.**
- 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 15 DAYS.**

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## Exhibits:

Mobile Home Park Layout . . . . .	Exhibit A
Lease Agreement . . . . .	Exhibit B
Park Rules and Regulations. . . . .	Exhibit C
User Fee Agreement. . . . .	Exhibit D

## I. Name and Address of Park

The name and address of the mobile home park is:

The Hamptons  
1800 Southampton Blvd.  
Auburndale, Florida 33823

## II. Receipt of Notices and Demands

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

David Eastman, Esquire  
Parker, Skelding, Labasky & Corry  
The Madigan Building  
P.O. Box 669  
Tallahassee, Florida 32302

## III. Park Property Description

The following is a description of the mobile home park property. The lot layout is attached as Exhibit A. This is an approximate location of the lots.

a) Number of Lots: The park will have 829 lots upon completion. The park will be developed in phases. Phase I will consist of 249 lots as shown in Exhibit A, page 1 of 2.

b) Approximate Size of Each Lot: Each lot is approximately 60' x 85', which is approximately 5,100 square feet, although certain lots may vary because of configuration or location in the park. Cul-de-sac, corner or irregularly shaped lots are approximately 5,100 square feet.

c) Setback requirement and minimum separation distance between mobile homes as currently required by law: between homes: 10 feet; set back from street: 15 feet; set back from rear lot line: 10 feet. Park standards may exceed these specifications.

d) The park's facilities will be shared by a maximum of 829 lots.

## IV. Definitions

A "homeowner", "home owner" or "resident" is defined as a person who owns a mobile home and rents or leases a lot within a mobile home park for residential use.

## V. Recreational and Common Facilities

A. Clubhouse. The park will have one clubhouse which will be located in the center of the park. The size of the building will be approximately 11,000 square feet with an approximate capacity of 700 people. As of the filing date of this prospectus the park owner intends for the building to have the following rooms: ballroom, kitchen, restaurant, lounge, ladies restrooms, men's restrooms, four activities rooms which may be used for such activities as arts and crafts, pool, cards, reading, and exercising, and an office for park management. The park owner reserves the right to change the size of the building, the number of rooms, or the activities that take place in any of the rooms, at its sole discretion.

B. Swimming Pool. The park will have one swimming pool located adjacent to the clubhouse. The pool is free form in shape with an approximate size of 1,200 square feet and varies in depth from 3 feet to 6 feet. The pool has a capacity of approximately 25 people. The area around the pool consists of a pool deck of approximately 1,500 square feet and a capacity of approximately 100 people. The swimming pool is divided internally into two separate sections. One is heated from time to time at the sole discretion of the park owner. One is unheated.

C. Tennis Courts. The park will have two tennis courts.

D. Shuffleboard Courts. The park will have eight shuffleboard courts.

E. Golf Course. A golf course will be located adjacent to the park. Although the course is not a part of the park property, residents may deal directly with the golf club to make arrangements to use the course.

F. Personal Property. The personal property intended for the shared use of the residents (and their guests) includes shuffleboard equipment, pool furniture, clubhouse furniture, (excluding that furniture intended for park office use), kitchen appliances and pool tables. Management may, from time to time, increase, reduce or change the personal property available for the residents use.

G. Days and Hours of Operation. The park recreational facilities will generally be available for use by the residents daily from 9 AM until dusk, and will be subject to the rules and regulations which may be adopted by the management. The management may alter the days and hours of operation. In case of emergency or repairs the facilities may be closed.

H. Completion Dates. As of the filing date of this prospectus none of the facilities are completed. The park owner estimates that the facilities (clubhouse, swimming pool, tennis courts, shuffleboard courts, etc.) will be complete during 1992.

## VI. Park Management and Maintenance

Management of the park and maintenance and operation of the park property is the responsibility of the park manager. The manager's office is located in the clubhouse. All questions and problems concerning park operations should be directed to the park manager.

## VII. Mobile Home Owners Required Improvements

Improvements to the mobile home site are intended to enhance the beauty and consistency of the park appearance. The resident is required to install the following improvements: Homes to be set and anchored, concrete driveway, carport, utility shed, skirting, fully sodded and landscaped lawn, concrete steps, lamppost and mailbox. All improvements must meet the specifications as established by the park owner. Current specifications and required improvements are subject to change and are available at the park manager's office.

In general and except as expressly provided to the contrary in this Prospectus, each resident in the park is responsible for the maintenance and repair of his mobile home, lot, and all improvements thereon.

## VIII. Utilities and Other Services

The manner in which utility and other services will be provided and the person or entity furnishing those services is as follows:

A. Water and Sewer. Service is provided through a central system and is presently provided by the City of Auburndale. It is the resident's responsibility to deal directly with the City. The service is billed separately by the provider.

B. Waste Disposal. (garbage and trash pickup and disposal) is provided by means of street pickup by a private contractor. It is the resident's responsibility to deal directly with the waste disposal company. The service is billed separately by the provider.

D. Storm Drainage within the park is provided by means of natural run off and is maintained by the park owner and is included in the base rent.

E. Electricity is presently provided by the Tampa Electric Company. It is the responsibility of the resident to deal directly with the utility company. The service is billed separately by the provider.

F. Cable T.V. is not available as of the filing date. It is the park owner's intention to make cable T.V. available if feasible. If cable T.V. becomes available, it will be the resident's responsibility to deal directly with the cable company. The service will be billed directly by the provider.

#### IX. Lot Rental Amount

A. The monthly base lot rental amount for this lot is \$\_\_\_\_\_.

B. Increase in Base Rent. During the lifetime of the resident, the monthly base rent will be increased annually. The increase shall be \$3.00, or the percentage increase in the Consumer Price Index for a 12 month period preceding the notice of lot rental amount increase, whichever is greater, and the increases that exceed the Consumer Price Index increase in real estate and other taxes and assessments by a state or local government to the Park Owner. Such increases above the CPI increase shall be charged pro rata among all lots.

The Consumer Price Index is defined as the United States Department of Labor Consumer Price Index, U.S. City Average, All Urban Consumers, 1982 = 100, as amended from time to time. Should such Index be discontinued another index that measures the cost of living shall be used.

C. Other Fees Charged to Home Owner. Other fees, charges or assessments that the homeowner is responsible for are:

Late Fees: Rent is due in advance on the first day of the month. Late fees are \$\_\_\_\_\_ per day starting on the sixth day of the month retroactive to the first day of the month.

Lawn Maintenance is the resident's responsibility. In the event he fails to do so the Park Owner currently charges \$\_\_\_\_\_ per cut. This fee is subject to change at the Park Owner's sole discretion.

D. Pass-Through Charges: The mobile home park owner reserves the right to charge directly to the resident, pro-rata among all developed lots, pass-through charges, as defined in Section 723.003, Florida Statutes, for mandated capital improvements and any costs or fees associated with those requirements.

E. **Government and Utility Charges:** If the park owner incurs any costs due to actions by a governmental agency or utility company, the park owner reserves the right to charge the resident his equitable share of those costs, based upon usage, pro-rata among developed lots, or other equitable means, including a reasonable administrative cost to the homeowner.

The mobile home owner shall be notified of an increase in lot rental amount at least 90 days prior to the increase.

F. This agreement is for the lifetime of the resident as long as he resides on the premises or until sale or conveyance of the mobile home, at which time the rental agreement is terminated. A purchaser of the mobile home is required to sign a lease agreement and failure to sign the lease may result in denial of residency in the park.

#### X. User Fees

User Fees means those amounts charged in addition to the lot rental amount for nonessential optional services provided by or through the park owner to the mobile home owner under a separate written agreement between the mobile home owner and the person furnishing the optional service or services. The current user fees are:

1. Storage spaces, to the extent available, are currently billed at \$\_\_\_\_\_ per space per month. The park owner may, from time to time, change the fee he charges for storage spaces. Such changes will be at the park owner's sole discretion, based upon market, economic or cost factors.

#### XI. Park Rules and Regulations

The park rules and regulations are attached as Exhibit C and are incorporated herein by reference. Park rules or regulations shall be set, changed, or promulgated in the following manner. Current park rules or regulations in effect governing home owners' behavior and other rules are as set forth in the Exhibit attached to the Prospectus. Rule or regulation changes and adoption of the new park rules or regulations will be made in accordance with Florida Statutes, Chapter 723.

#### XII. Zoning Classification

The nature and type under which the park operates and the name of the zoning authority which has jurisdiction over the land comprising the park are: Rental Mobile Home Park; Polk County, Florida.

#### XIII. Exhibits

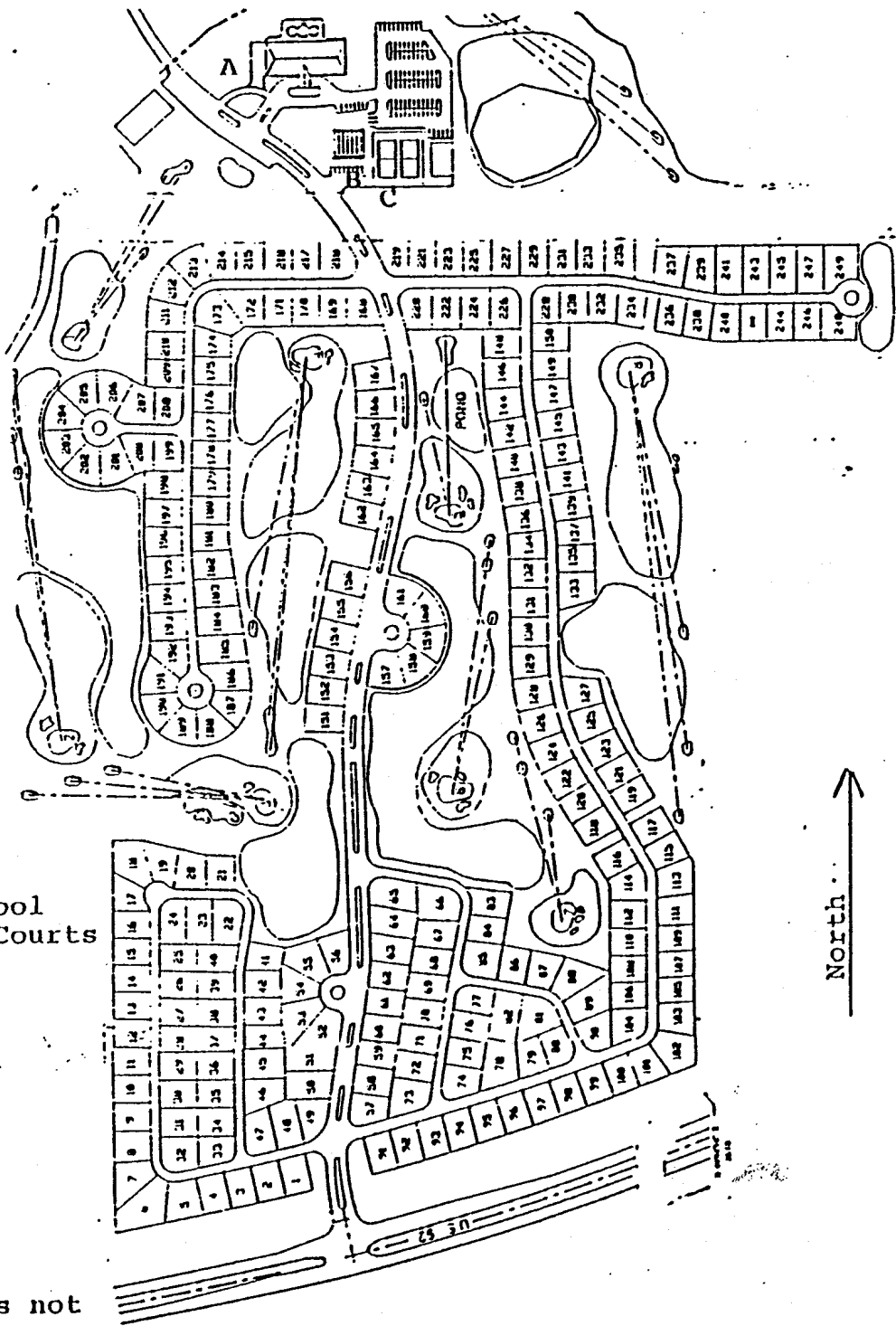
Exhibits to this Prospectus include:

- A. A copy of the mobile home park layout.
- B. A copy of the Lease Agreement.
- C. A copy of the Rules and Regulations.
- D. A copy of the User Fee Agreement

#### XIV. Rule (11) Statement

This Prospectus was deemed by the Division of Florida Land Sales, Condominiums and Mobile Homes to be adequate to meet the requirements of Chapter 723, Florida Statutes. The identification number assigned by the Division is PRMZ003246-P13157. The lot number to which the Prospectus applies is \_\_\_\_\_. This prospectus was deemed to be adequate on February 25, 1991.

- A - Clubhouse & Pool
- B - Shuffleboard Courts
- C - Tennis Courts



The golf course is not a part of the park.

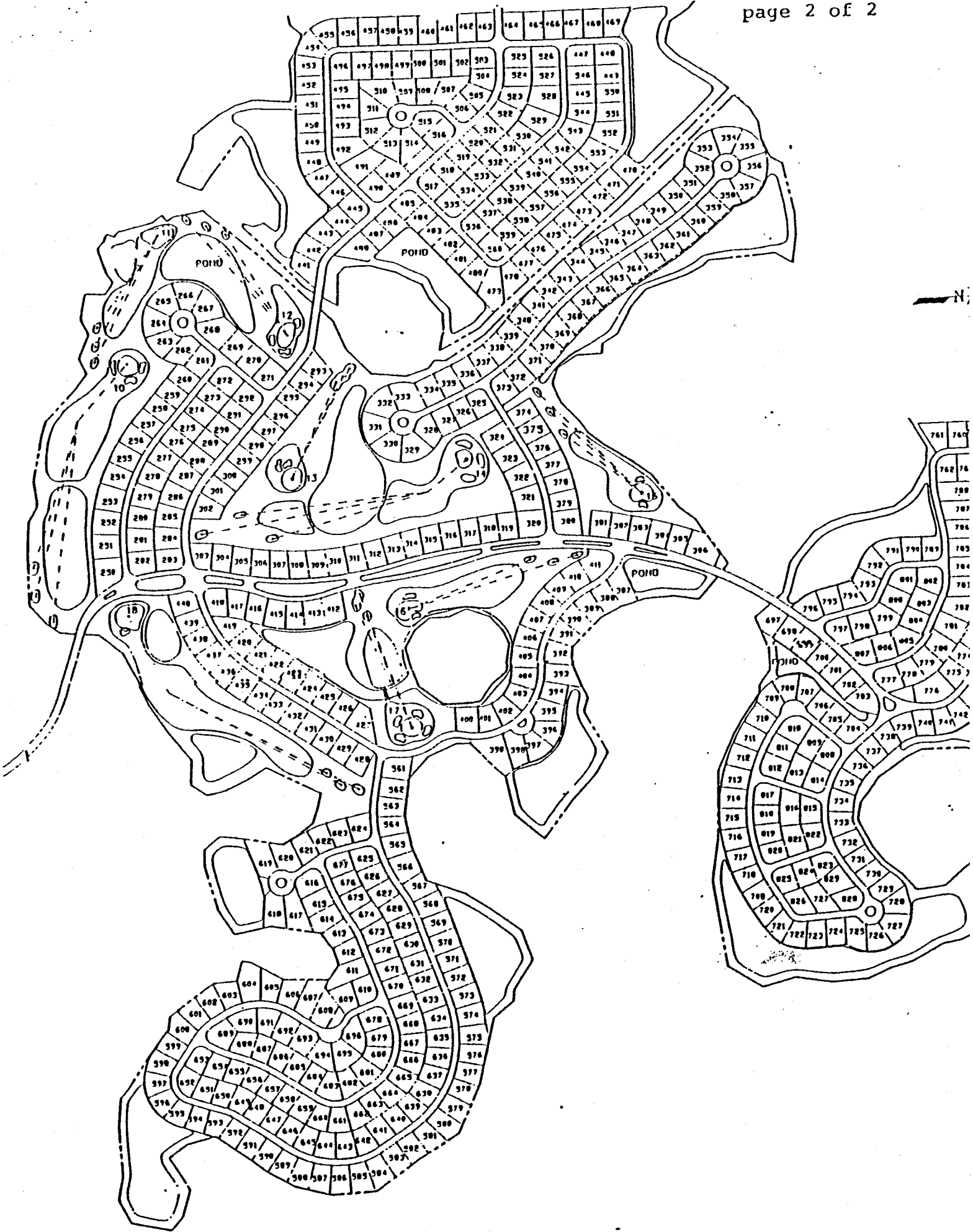




EXHIBIT B

THE HAMPTONS

LIFETIME LEASE AGREEMENT

THIS LIFETIME LEASE AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, between The Hamptons, hereinafter referred to as the Park Owner, and \_\_\_\_\_, hereinafter referred to as Resident.

PARK OWNER hereby leases to Resident the certain property described as Lot \_\_\_\_\_ to be occupied solely as a private dwelling only by the Resident. The Resident is also entitled to the use of all the park amenities and services as described in the prospectus, including but not limited to the clubhouse, swimming pool, tennis courts, shuffleboard courts and storm drainage.

THIS LEASE AGREEMENT shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, and shall be in full force and effect for the lifetime of the Resident as long as he resides on the premises or until sale or conveyance of the mobile home.

BASE RENT: \$\_\_\_\_\_ per month, payable in advance on or before the first day of the month. All payments are payable to The Hamptons.

LEASE RENEWAL: This lease will automatically renew on January 1, 19\_\_\_\_\_ and on each January 1st thereafter.

CANCELLATION: The Resident may, at any time, by vacating the premises, cancel this agreement and be under no future financial obligation to the Park Owner. The Resident shall give the Park Owner at least 90 days advance written notice of his intention to vacate, and shall be current in his financial obligations to the Park Owner as of the cancellation date.

INCREASE IN BASE RENT: For calendar year 19\_\_\_\_\_ and subsequent years the monthly base rent will be increased annually. The increase shall be \$3.00, or the percentage increase in the Consumer Price Index for the 12 month period preceding the notice of lot rental amount increase, whichever is greater, and the increases that exceed the Consumer Price Index increase in real estate and other taxes and assessments by a state or local government to the Park Owner. Such increases above the CPI increase shall be charged pro rata among all developed lots.

SPECIAL USE FEES: In addition to the base rent the Resident agrees to pay the following:

Late Fees: \$\_\_\_\_\_ per day starting on the sixth day of the month retroactive to the first day of the month.

Lawn Maintenance is the resident's responsibility. In the event he fails to do so the Park Owner will charge \$\_\_\_\_\_ per cut. This fee is subject to change at the Park owner's sole discretion.

Pass Through Charges as defined in Florida Statute 723..

Government and Utility Charges as defined in the prospectus.

THE RESIDENT further agrees to the following:

1. That he has read and will abide by the Rules and Regulations of the Park and the Park Prospectus, both of which have been delivered to the Resident and are deemed a part of this Lease Agreement.

2. This lease and the privileges contained herein are not assignable and said lease is only valid as long as those executing this lease reside upon the premises set forth in this lease.

We have read this Agreement and agree to the terms set herein.

## EXHIBIT C

### THE HAMPTONS

#### RULES AND REGULATIONS

For your convenience, security and the pleasant atmosphere associated with The Hamptons, the following rules and regulations are enforced.

1. Maintenance and cleanliness of mobile homes and mobile home sites are the responsibility of the resident. The resident shall keep his home and homesite in an attractive and clean condition so as to maintain the high standards of the community. If a resident fails to maintain his home and lot, management reserves the right to do the necessary work so the home and lot will meet the standards of the park. The cost will be charged to the resident at prevailing rates.
2. Residents shall conduct themselves so as not to interfere with the peaceful enjoyment of other residents. Residents are responsible for the conduct of their guests while in the Park.
3. Residents who have pets must keep them indoors at all times, except when they are being walked, at which time they must be accompanied by the resident and must be on a leash. Residents shall clean up after their pets.
4. Parking is permitted in driveways only. Street parking or parking on the grass is not permitted. Residents are permitted to wash their cars in the park, however, no major repairs or overhauls are permitted. Golf carts must be approved by the park manager. Commercial vehicles, campers, travel trailers, boats, etc., may not be kept on the residents' lots.
5. No hanging clothes or laundry is permitted outside the home.
6. No fences are permitted on any lot.
7. No one other than those executing the lease agreement shall be permitted to reside upon the premises set forth in the lease agreement without the written consent of management. The purchase of your home by persons who have not executed the lease agreement or obtained management's written consent shall not constitute permission or rights for such purchaser to reside in the park. All prospective residents must be approved by management and must execute a lease agreement.
8. A resident selling his home may display one "For Sale" sign on his home, no larger than 12" X 12".
9. The Hamptons has been developed as a community for active seniors. The facilities and services have been designed with this in mind. Children are welcome to visit but are not permitted to reside in the park. It is management's intent to provide housing to people whose households include at least one person 55 years of age or older. However, management may, at its discretion, rent to people under 55.
10. No exterior additions or changes may be installed or constructed by a resident without the written approval of management.
11. For cause as set forth in Florida Statutes, Chapter 723, a resident may be evicted by Management.
12. The Park Owner reserves the right, as permitted and in accordance with Florida Statutes, Chapter 723, to change, delete, amend or add to these Rules and Regulations.

**EXHIBIT D**

**The Hamptons**

**Storage Facility License Agreement**

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, is between \_\_\_\_\_, (Resident), whose address is \_\_\_\_\_, and The Hamptons (Community).

The Resident desires to use storage space # \_\_\_\_\_ in the Community's storage facility. The resident reserves said space for a period of \_\_\_\_\_, beginning on \_\_\_\_\_ and ending on \_\_\_\_\_.

The Resident agrees to pay \_\_\_\_\_ in advance for use of said space for the time period stated above.

Description of item being stored:  
\_\_\_\_\_

The resident may renew this license agreement upon its expiration at the then current rates which are established by the Community.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
The Hamptons

\_\_\_\_\_  
Resident