

**FOR OFFICE
USE ONLY**

___ Approved
___ Denied

Resident Application

Amicorp, Inc. & The Oaks Application for Residency
400 Nut Tree Drive, DeLand, FL 32724 Phone: 386-738-4272 Fax: 386-738-2722
DO NO LEAVE ANY SPACE BLANK

OAKS

Sales Agent _____ Sales Agent Phone _____
Anticipated Closing Date _____

IMPORANT: Be sure to submit this application with the following essential items:
• Processing fee (\$75 payable to "The Oaks") • Current Photo ID • 2 Months Verification of Stated Income

INTENDED PROPERTY

Property Address for which you are submitting this application _____
Street Address

PERSONAL INFORMATION

Name _____ SS# _____ DOB _____
Last First MI Prior/Maiden

Spouse _____ SS# _____ DOB _____
Last First MI Prior/Maiden

Driver's License # _____ ST _____ Spouse's Driver's License# _____ ST _____

Other _____
Name Relationship Age SocSec# Applicant's email address

PET INFORMATION

Pet type _____ Breed _____ Weight _____ Color _____ Age _____

HOME INFORMATION

Home Phone _____ Email@ _____ Why Moving? _____

Present Landlord/
Mortgage Holder _____ Phone# _____

Length of Residence _____ Monthly Rent/Mtg. \$ _____ Mortgage Acct # _____

Current/Previous Address _____

Personal References 1) _____ Ph # _____

2) _____ Ph # _____

INCOME INFORMATION

Present Employer _____ City & St. _____ Ph # _____

Income \$ _____ per month SocSec _____ per month Pension \$ _____ per month

Spouse/Partner
Present Employer _____ City & St. _____ Ph # _____

Income \$ _____ per month SocSec _____ per month Pension \$ _____ per month

TOTAL COMBINED INCOME FOR HOUSEHOLD/ APPLICATION \$ _____

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In case of Emergency Notify _____
Name Relationship Address Phone#

HOW DID YOU LEARN ABOUT US? _____

LEGAL BACKGROUND INFORMATION

Has any applicant listed on this form, or any person or persons that will be residing at the address indicated on this application ever been convicted of a crime, pled no contest, or had an adjudication withheld?

Yes No

If the answer is 'yes', please provide details including dates, location(s), charges and a complete explanation of all offenses.

Note that any such information may not necessarily result in disapproval of this application. Amicorp, Inc. including all subsidiaries and affiliates, at their sole discretion may consider the nature, date and circumstances of any and all offenses listed herein in order to determine the disposition of this application.

PLEASE LIST DETAILS HERE _____

AUTHORIZATION TO RELEASE INFORMATION: Applicant(s) hereby authorizes Amicorp, Inc. including any and all subsidiaries, associates and assigns to apply for and make inquiry for an investigative consumer report including, but not limited to residential history (rental or mortgage), employment history, criminal history records, court records, and credit records. This application must be signed before it can be processed by management.

In such case of a sub-lease agreement, results of said investigative report as described herein shall also be made available to the sub-lessor for the individual property listed in this application listed as "intended property" within this form.

By signing this document, applicant(s) affirm that the information herein is true, accurate and complete to the best of their knowledge with the understanding that submission of false, omitted, or misleading information herein can be used as grounds for denial of this application, eviction from the property, or termination of any rental agreement with an Amicorp community.

Applicant(s) hereby assert that they have reviewed and do agree to abide by the Rules & Regulations currently applied to all residents of the Oaks. Applicant(s) acknowledge that false or omitted information herein may constitute a criminal offense under laws of this state.

NON-REFUNDABLE APPLICATION FEE: Applicant(s) agree to pay \$50.00 as a non-refundable processing fee made payable to "The Oaks".

Applicant's Signature

Date

Spouse/Partner's Signature

Date



RELEASE OF LIABILITY AND WAIVER (COVID-19)

THIS RELEASE OF LIABILITY AND WAIVER (the “Release”) is a full and complete release of any and all liability related to the exposure of COVID-19 as described herein and waiver of any COVID-19 related claims or causes of action against AMICORP, INC. d/b/a The Oaks and its employees, officers, members, shareholders, directors, agents, vendors, servants, successors, assigns, and any other person or entity related to or associated with any of the foregoing, including without limitation The Oaks (the “Community”), without any limitation thereof, (collectively, the “Company”), by you, the undersigned, as of the effective date affixed below, as follows:

WHEREAS, the Company maintains amenities and other common areas within the Community for the benefit of its residents, their dependents, and their guests (collectively, the “Resident”); and,

WHEREAS, the novel coronavirus (“COVID-19”), has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact, by contact with contaminated surfaces and objects, and the air. People reportedly can be infected and show no symptoms and, therefore, can unknowingly spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and life-threatening illness, including death; and,

NOW THEREFORE, for the mutual consideration, which is hereby acknowledged as sufficient, the undersigned hereby agrees and acknowledges as follows:

A. I acknowledge and expressly assume the risks in connection with COVID-19, including without limitation: physical or emotional injuries or monetary damages; exposure, infection, spread of COVID-19 and any other virus or disease; death; injuries resulting from my negligence or inability to avoid or evade the associated health hazards; injuries, losses, or damages that may in any way be related to COVID-19.

B. I hereby expressly forever release and discharge the Company and hold the Company harmless from all such claims related to exposure to COVID-19 including, but not limited to, injuries, damages, actions or causes of action of every kind, which expressly includes any such claims based on the Company’s own neglect or willful acts or omissions, including those such acts which may have occurred in the past, which may occur in the future, or which may be continuing as of the effective date herein associated with risk of exposure to COVID-19.

C. I understand that the Company cannot prevent me, my family, my dependents, and my guests from becoming exposed to, contracting, or spreading COVID-19 (or any other virus) while utilizing the Company’s amenities or premises. Therefore, I understand that if I choose to utilize the Company’s services or amenities and/or enter onto the Company’s premises designated and considered to be common areas and structures including, but not limited to the Clubhouse, Swimming Pool, public restrooms, tennis/pickleball courts, etc. , I may be exposing myself to and/or increasing my risk of

contracting or spreading COVID-19 (or any other virus).

D. I have read and understand the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself, my family, my dependents, and my guests in order to utilize the Company's amenities and enter the Company's premises and common areas as described herein. These services are of such value to me [and/or my family, dependents, and guests], that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize the Company's amenities and premises.

E. I expressly agree to hold harmless and indemnify the Company against any claim, demand, injury or damages, whatsoever, based in whole or in part on my direct or indirect act or omission as defined herein as related to COVID- 19, whether willful or by my own passive or active negligence, including any violation of any clause in this Release or misrepresentation made herein.

F. I attest that I am over the age of 18 and am competent to understand the terms of this Release.

G. I understand and acknowledge that, due to changes in official advisories and recommendations put forth by the government and health care organizations, the Community's hours and availability, including the amenities and common areas are subject to change at the Company's sole discretion and I do hereby release the Company, as set forth above, of any liability associated with such changes.

I. I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE AND FREELY AND KNOWINGLY ASSUME THE RISK AND RELEASE AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE.

I agree, acknowledge, and attest to the foregoing in its entirety as of the date affixed below:

Signature: _____ Print Name: _____ Date: _____

Address: _____

I am the parent or legal guardian of the minor named, _____. I have the legal right to consent to and, by signing below, I hereby consent to the terms and conditions of this Release.

Signature: _____ Print Name: _____ Date: _____

On behalf of:

Name of Minor: _____

Address: _____

RULES AND REGULATIONS

Effective April 1, 1986

Revised January 1, 1992

Revised November 15, 2001

Revised June 15, 2010

The owners of The Oaks believe retirees living in manufactured home communities should have a maximum of freedom from restrictions and that "good common sense" should take the place of most rules. However, some regulations and conformity are necessary and since everyone may not agree as to what constitutes "common sense", the following guidelines have been established. This has been done to protect your peace of mind as well as your investment.

For purposes of these Rules and Regulations the term "owner" refers to the party that is responsible for the payment of the lot rental amount pursuant to a lot rental agreement, the Prospectus for the Park or other written or oral agreement with the owner of the Park and includes all persons who reside in the manufactured home with that person. The term "tenant" or "subtenant" refers to any person who has subleased the lot from the owner and also includes all persons who reside in the manufactured home with the tenant.

1. Any noise-producing activity must be conducted with consideration for your neighbors and in no case before 8:00 A.M. or after 10:00 P.M.
2. No act or activity shall be permitted that would constitute a violation of any City, County, State or Federal law, ordinance, statute or regulation. A violation shall be deemed a material breach of the lot rental agreement, the Prospectus for the Park or other written or oral agreement with the owner of the Park and may be grounds for termination of the agreement and eviction.
3. The speed limit of 15 miles per hour must be observed at all times.
4. The Oaks is an age-restricted Manufactured Home Park under the provisions of the Fair Housing Laws and the Housing for Older Persons Act. Pursuant to these federal laws, at all times, at least one permanent resident in 80% of

8. No commercial business or solicitations shall be conducted in the park except for canvassing by park residents as provided for under 723.054(3) of the Florida Statutes. One yard sale is permitted when the resident moves out of the park.
9. A *manufactured home in the Park* may be subleased subject to the following terms and conditions: (a) The subtenant must submit the written application and pay the application fee for approval as a resident of the Park as required by Rule #4.; (b) The subtenant must sign a copy of the Rules and Regulations and must at all times comply with such Rules and Regulations as well as the terms of any lot rental agreement between the owner of the home (Sublessor) and the Park Owner and shall also comply with the terms of the Prospectus for the Park.; (c) No sublease agreement shall be deemed to modify or amend the terms of the lot rental agreement between the owner of the manufactured home and the owner of the Park and the owner shall at all times remain liable for any rent or fees due pursuant to the lot rental agreement, the Prospectus and these Rules.; (d) The owner shall be liable for any and all damages to any property in the Park caused by the Subtenant.; e) The sublease agreement shall be for a term no less than six (6) months.; f) The subtenant is deemed to have all rights and privileges of a park resident; however, the subtenant is not a homeowner, is not a member of the Homeowners Association and does not have voting rights in the Homeowners Association.

Management reserves the right to discontinue subleasing at any time.

10. No motor vehicle or motorcycle shall be operated in the Park in a manner that creates a noise level that disturbs the peace and enjoyment of the residents of the Park. The Park Management has complete discretion to determine if the level of noise is such that it constitutes a violation of this Rule. No owner, tenant or guest shall cruise around the Park on a motorcycle and may only ride a motorcycle in the Park for the purpose of going directly to or from a residence. The parking of a boat or any type of camper, including a pop-up trailer camper, in a carport, driveway or street is strictly prohibited except for the sole purpose of loading or unloading. In no

event shall a boat or camper be parked overnight in a carport, driveway or street. Owners of boats and / or campers may make arrangements for storage of these items with the Park Management.

11. Clothes lines are not allowed on lots. Clothes trees or retractable clothes lines are permitted on lot with location approved by management. They must be folded up when not in use and no wash is to hang out on Sundays and holidays.
12. Absolutely no furniture or equipment may be removed from the clubhouse or recreation area without permission of management. Any equipment donated or loaned to the clubhouse by any organization or individual may be used by any and all park residents on a first come, first served basis.
13. Small house pets will be accepted - preferably one pet. Special exceptions may be made with prior written permission from the management. No pets over forty (40) pounds are allowed. The following breeds of dogs are not permitted: Akita, Chow, Doberman, German Shepherd, Great Dane, Pit Bull, Rottweiler, Wolf, Wolf Hybrids, or any mix thereof. Management reserves the right to disallow other breeds due to their size and / or aggressive natures. Pets must be leash-walked and cleaned up after by their owners and must not disturb the neighbors at any time. Pet owners must not allow pet droppings on any common area, road, walk or manufactured home lot at any time. State law requires all animals have an annual rabies immunization.
14. Park Management shall mow the grass areas of the lots where accessible by a commercial riding mower. Areas that are obstructed by hoses or other items shall not be mowed and shall become the sole responsibility of the owner. All owners or tenants are required to maintain and repair grass areas, flower beds, driveways, walks, irrigation systems, shrubs, trees, or other structures, as well as the home and attachments on the rented lot. All owners or tenants are required to keep their lot and all structures, including, but not limited to, grass areas, flower beds, driveways, walks, irrigation systems, shrubs, trees or other structures in a presentable manner and shall

not allow or permit unsightly growth of weeds or brush nor allow for unsightly damage or wear of structures, including the home. Park Management shall have the sole and complete discretion to make the determination of whether the condition of the lot or manufactured home is in violation of this Rule. Any additional landscaping of a significant part of the lot must be approved in writing by the Park Management. If an owner or tenant fails to maintain his lot as required herein, Park Management may give the owner written notice to correct the condition and if the owner fails to comply with the written notice, Park Management may enter upon the lot to correct the condition and shall assess the owner for all costs incurred in correcting the condition. Each lot owner, by signing a copy of these Rules, consents to such entry by Park Management. An owner shall be responsible for insuring compliance with these standards.

TREES ARE THE RESPONSIBILITY OF THE RESIDENT.

15. An owner or tenant must contact the Park Management office prior to excavating more than 6 inches on a lot so all underground utilities can be identified and located. In the event an owner, tenant or contractor hired by the owner or tenant damages any underground utilities, the owner shall be responsible for the cost of all repairs.
16. Roof mounted radio or TV antennas and air conditioners or coolers are allowed only by special exception. This must be obtained from management in writing. Window or wall-mounted air conditioners or coolers will be allowed only by express permission by the management. All central air conditioning units shall be located to the rear of the home. In cases where this is not possible, approval of Park Management is required prior to installation of any unit(s).
17. All manufactured homes coming into The Oaks will be subject to inspection and must be approved by management (double wides with 850 square feet minimum, with lap siding, shingled roofs and eve trim only).

18. All manufactured homes are required to be anchored, have a covered patio or carport and be installed using the "step-free" design developed by Amicorp.
19. No noxious or offensive activity shall be carried on or suffered to exist in the Park that would in the sole discretion of the Park Management constitute an annoyance to other residents or constitute a private or public nuisance. An owner, resident or a guest of an owner or resident that violates this Rule in a manner that is deemed by the Park Management to endanger the life, health, safety or property of residents in the Park or employees of the Park or which is deemed to interfere with the peaceful enjoyment of the Park by owners, residents and guests shall be grounds for termination of the lot rental agreement and immediate eviction from the Park.
20. Any and all complaints must be submitted in writing, signed and delivered to management.
21. The terms and conditions set forth in the Prospectus and these Rules and Regulations shall be considered a part of, and incorporated by reference in, any oral or written lot rental agreement.
22. As provided for in the Prospectus, rent is due on the 1st day of the month. Rent is late if not paid by the 7th day of the month and a late charge will be assessed as set forth in the Prospectus. Rents more than thirty (30) days delinquent will incur an interest charge of 1 1/2% per month, retroactive to the due date.
23. Residents are allowed a maximum of two (2) vehicles per home / driveway. Any additional vehicles must be stored in the recreational vehicle area.
24. Rent includes occupancy by two adults, mowing, and use of common facilities.

25. Homes may not be occupied for more than 30 days per year by more people than the home is designed for, i.e., 1 bedroom home -- 2 people, 2 bedroom home -- 4 people, etc.
26. The feeding of stray dogs, cats or other animals is prohibited.
27. Office hours will be posted at the office. Office hours are generally from 9:00 A.M. to 12:00 P.M. on Monday through Friday, except for holidays, or by appointment.
28. Children wearing diapers are not allowed in the pool or hot tub. Children under twelve (12) years of age are not permitted in the hot tub.
29. Bathers are required to shower at the pool before entering the pool or hot tub.
30. The clubhouse is for the use of residents and family gatherings, not for outside clubs and meetings. It is the responsibility of the residents to clean up after each activity in the clubhouse and common areas, and to leave the area in as good and clean a condition as it was before the activity began. The committee chairman of each activity must be registered with the Homeowners Association in advance of any activity preparations. An agreement for usage must be signed and a deposit given to the HOA prior to use. The exercise equipment is for the use of residents only.
31. No signs of any type other than those required for name / address identification shall be placed on any lot. An owner may place one "For Sale" sign no larger than five (5) square feet (i.e. 2' X 2.5') on the lot. No "For Sale" sign shall be placed on or in the window of a home.
32. Use of the recreational vehicle storage area is by prior permission from management. Only two recreational vehicles or automobiles will be allowed per resident, except in special circumstances. Any recreational vehicle, boat, etc... must be registered at the office. Management reserves the right

to remove, at the owner's expense, any recreational vehicle, boat, etc... that is deemed, in management's discretion, to be abandoned.

33. All notices for public, private or club use must be posted on an approved and provided bulletin board in the clubhouse. It is against Federal Law to post notices on the mailboxes. It is permissible to post notices in the approved glass enclosure on The Oaks pavilion structure.
34. All owners and tenants shall comply with all obligations imposed on manufactured home owners by applicable provisions of the building, housing and health codes of any City, County or State. All manufactured homes and manufactured home lots shall be kept in a clean and sanitary condition. All persons on a lot or property within the Park with the consent of an owner or tenant must comply at all times with these Rules and Regulations and conduct themselves in a manner that does not unreasonably disturb the other residents of the Park or constitute a breach of peace.
35. If a manufactured home is left on a lot after the termination of the lot rental agreement due to eviction, abandonment or other legal cause, storage fees shall accrue for the home at the rate of \$20.00 per day and the manufactured home will be deemed to be abandoned under Florida Law and can be sold to pay all past due rent, fees and other charges owed to the Park owner as allowed by Florida Statutes 715.102-715.111.
36. In such event that any of these Rules and Regulations conflict with any Florida Statute or Regulation governing manufactured home parks, the Statute or Regulation shall control and that Statute or Regulation shall be considered a part of these Rules and Regulations and incorporated herein.