

THESE ARE THE CURRENT ADDRESSES FOR ELS/MHC

SHERWOOD FOREST OFFICE
5302 W. IRLO BRONSON HIGHWAY
KISSIMMEE, FL 34746

DANNY ELLIS
VICE PRESIDENT OF OPERATION ELS
5100 W. LEMON ST
TAMPA, FLORIDA 33609

TRIESTE DE BELLES
REGIONAL MANAGER ELS
TROPICAL PALMS
2650 HOLIDAY TRAIL
KISSIMMEE, FL 34746

MHC LIMITED PARTNERSHIP II
2 NORTH RIVERSIDE PLAZA
SUITE 800
CHICAGO, IL 60606

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This copy of the prospectus is for your convenience and is not an "Official", legal document.
Please refer to the ELS/MHC office for the "last word".

**PROSPECTUS
FOR
SHERWOOD FOREST UNIT I & II**

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

AMENDMENT TO PROSPECTUS

FOR

SHERWOOD FOREST

Owner of park:

MHC FINANCING LIMITED PARTNERSHIP TWO

a Delaware limited partnership

Two North Riverside Plaza, Suite 800

Chicago, Illinois 60606

Person authorized to receive notices and demands on the property owner's behalf:

Regional Vice President

Manufactured Home Communities, Inc.

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(Alphabetically)

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PROSPECTUS
SHERWOOD FOREST UNIT I & II

I. NAME AND ADDRESS OF PARK

Sherwood Forest Unit I & II
5302 W. Irlo Bronson Memorial Highway
Kissimmee, Florida 34746

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.
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III. PARK PROPERTY DESCRIPTION

Sherwood Forest Unit I & II were built in two sections. Lot sizes vary with location. Approximate size of each lot is 50' X 80', 55' X 80' and 65' X 100' (4000 sq. ft. - 6500 sq. ft.). The specific lot for which this prospectus is offered is:

Lot # _____ which has the approximate dimensions of _____ X _____ or approximately _____ square feet.

Unit I equals 315 sites. Unit II equals 491 sites.

The setback dimensions are as follows:

Front of home = 20'
Rear of home = 15' (between homes)
Sides of home = 20' (between homes)

Pursuant to 4A-42.05, Florida Administrative Code, the State Fire Marshal has adopted NFPA Code. This code sets forth minimum separation distance requirements between mobile homes 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. (3.04m) side to side, 8 ft. (2.44m) end to side or 6 ft. (1.83m) end to end horizontally from any other manufactured home or community building unless the exposed composite walls and roof of either structure are without openings and constructed of materials which will provide a one hour fire rating, or the structures are separated by a one hour fire rated barrier. (See 5-4.1)

5-4 Accessory Building or Structure Firesafety

5-4.1 Requirements

Shared Facilities

Sherwood Forest Unit I has a clubhouse, swimming pool, tennis courts and shuffleboard center. Sherwood Forest Unit II has a clubhouse, swimming pool, jacuzzies, bocce ball courts and horseshoe pits. These facilities are available for use by all the park residents. The maximum number of lots that will use these shared facilities at the present time is 679 which is the total number of lots within the park. We are planning to expand the park by approximately 127 additional lots. There is a possibility that we could develop a total of 806 lots in the future. If the Park expands to 806 lots; the shared facilities will be available to 806 lots.

IV. RECREATIONAL AND COMMON FACILITIES

A. Buildings

CLUBHOUSE I

Sherwood Forest Unit I has a clubhouse which is located on Clubhouse Drive. The clubhouse has a capacity of 120 persons and is approximately 99'x 46'. The clubhouse is made up of 8 rooms; the main recreation hall, kitchen, arts and crafts room, management offices, laundry, 4 restrooms and 2 showers. There are also 4 storage rooms. The lobby is furnished with couches, chairs and tables. It is intended to be used as a daytime waiting or reading room and various activities. In the evening, the clubhouse is used for parties, receptions and a meeting area. See EXHIBIT #1.

CLUBHOUSE II

Sherwood Forest Unit II clubhouse is located at 705 Arrow Lane. The clubhouse has a capacity of 500 persons and is approximately 167'x 57'. The clubhouse is made up of 13 rooms; the main recreational hall, kitchen, game room, laundry, 2 offices, 4 restrooms, 2 shower areas and storage room. It is intended to be used as a daytime reading or waiting area and various activities. In the evening, the clubhouse is used for parties, receptions and a meeting area. See EXHIBIT # 1A.

Swimming Pools

POOL I

Sherwood Forest Unit I has a single pool located behind the clubhouse which is on Clubhouse Drive. The pool is 45' long and 29' wide. Its depth ranges from 3' to 8', It is surrounded by a deck that is approximately 72' by 80' and has capacity of 20 persons. It is a heated pool.

POOL II

Sherwood Forest Unit II has a single heated pool located behind clubhouse II which is located at 705 Arrow Lane. The pool is 72' long and 38' wide. Its depth is from 3' to 6'. It is surrounded by a deck approximately 70' by 113' and the capacity is governed by the local county authorities.

Other Facilities and Permanent Improvements

Shuffleboard Center - The park contains ten (10) shuffleboard playing areas which are located beside each clubhouse, 4 at clubhouse I and 6 at clubhouse II.

Tennis Courts - The park contains one (1) court located behind clubhouse I. See EXHIBIT #3

Miniature Golf Course - The golf course is shared with the RV park guests.

Jacuzzies - There are two (2) jacuzzies located behind clubhouse II located on Arrow lane. Each jacuzzi measures 8' in diameter and the depth is 4 1/2'.

Bocce Ball - The park contains 2 bocce ball courts located behind clubhouse II.

C. Cont'd

Horseshoe Pits - The park contains 3 horseshoe pits which are located behind clubhouse II.

D. Personal Property

Game equipment, pool furniture, clubhouse furniture, kitchen facilities are available for use by residents. These are items available at no charge on a first come, first served basis.

E. Days and Hours of Operation

Clubhouse Recreation Hall - The recreation hall is open seven (7) days a week from 9:00 A. M. until 10:00 P. M. It may be reserved, when available, for functions by residents with 2 weeks prior notice and approval of management.

A \$_____ refundable cleaning deposit is required.

Swimming Pool - The park pools are open seven (7) days a week from 9:00 A. M. until 10:00 P.M.

Shuffleboard Center - The shuffleboard center is open seven (7) days a week during daylight hours as they are not lit

Tennis Courts - The tennis courts are open seven (7) days a week during the daylight hours as lights are not available for night play.

Management Office - The management offices are open Monday through Friday from 9:00 A. M. to 12:00 noon and from 1:00 P. M. to 4:00 P. M.

F. Future Improvements

All improvements to Sherwood Forest Unit I & II are now completed. Sherwood Forest Unit II intends to continue to expand by an additional 271 lots. There is a possibility that we could be developing a total of 806 lots in the future. The shared facilities will be available to 806 lots.

V. PARK MANAGEMENT AND MAINTENANCE

The management of Sherwood Forest Unit I & II is the responsibility of the Park Manager. The Park Manager's office is located on Clubhouses Drive in clubhouse I 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 park property should be directed to the attention of the Park Manager. Trash and garbage removal is paid for by the Park and is included in the base lot rent.

VI. MOBILE HOME OWNER REQUIRED IMPROVEMENTS

Mobile home owners must install the following improvements as a condition of their occupancy in the Sherwood Forest Unit I & II, except as prohibited by Section 302, Chapter 723, of Florida Statutes:

1. County approved set-ups and connections;
2. Skirting;
3. Landscaping;
4. Utility or storage building placed per management direction not to exceed 10' by 10'.
5. Carport, patio covering, or porch are required as per Rules and Regulations.

No tenancies in existence on June 4, 1984, nor any assumptions of those tenancies shall be required to install any permanent improvements, in accordance with Section 723.011(3), Florida Statutes, and Rule 70-31.001(4), Florida Administrative Code

All permanent or temporary exterior additions, such as screened porches, patios, carports and storage, structures must be approved by park management and must conform to all state and county codes and laws. Proper building permits, as well as approval of park management, must be obtained prior to beginning construction.

VII. UTILITIES AND OTHER SERVICES

1. Water and sewer - Water and sewer is provided by KISSIMMEE UTILITY AUTHORITY (KUA) and billed directly to the individual homeowners.
2. Waste disposal - Waste disposal (garbage and trash collection) is provided by CENTRAL SERVICE CORPORATION and billed directly to SHERWOOD FOREST UNIT I & II. This is included in the base lot rental fee.
3. Cable T. V. - Cable television is provided by SHERWOOD FOREST UNIT I & II and billed on the basis of \$ ____ per month per lot serviced. The homeowner is required to pay the \$_____ per month regardless if home is occupied or not. Basic T.V. Is part of the lot rental amount. (See VIII, item #2.)
4. Storm drainage - Storm drains are provided and maintained by SHERWOOD FOREST UNIT I & II and are included in base lot rental amount.
5. Electricity - Electricity is provided by PROGRESS ENERGY CORPORATION and is billed directly to the homeowner.

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VIII. INCREASES IN RENT AND OTHER CHANGES

1. Base rent for lot number _____ is \$ _____ and is applicable as of _____, 20__ .
2. Other fees, charges or assessments that the resident is responsible for are:
 - a. Cable T.V. \$ _____ per month.
 - b. Compound storage \$ _____ per month per unit.
 - c. The cost of all other services (except trash) required by the resident are solely the resident's responsibility.
 - d. A deposit of \$ _____ for cleaning is required to reserve the clubhouse.
 - e. A late fee of \$ _____ as of the 6th day of the month plus \$ _____ each day in which the rent remains delinquent will be assessed.
 - f. Service fee \$ _____ (any charges the Park incurs which is the responsibility of the resident).

Notices of increase will be given by written notice ninety (90) days prior to increase and delivery by first class U. S. Postal Service to last known address.

3. The government and utility costs that the resident is responsible for are:
 - a. Any increase in property taxes or other taxes in the park.
 - b. Any increase in existing or new government required capital improvements and/or services.
 - c. Any increase to or new local and/or state government assessments.
 - d. Capital improvements to the utility systems if required by state or local government.

If the park owner experiences increases in the cost of items listed above, those increases will be passed along to each resident on a pro-rata basis. The current base rent will be in effect for a period of one (1) year from the date of possession. At the anniversary date annually thereafter, the rent may be increased upon 90 day notice, using the following items for consideration and/or implementation.

- A. CPI - Increase in the CPI (All Urban Consumers) published by the Bureau of Labor Statistics or 5%, whichever is greatest. If the aforesaid price index shall be no longer published, then another price index generally recognized as authoritative shall be instituted.
- B. Capital improvements and/or expenditures shall be amortized over 5 years @ 12% interest and divided on a pro-rata share to all residents. Standard accounting (IRS. etc.) practices will be used to define Capital Improvements.

- C. Changes in debt service or ground lease on the park.
- D. The need for repairs caused by circumstances other than ordinary wear and tear, and replacement cost of casualty losses not covered by insurance.
- E. Changes in operating and maintenance expenses that exceed the CPI as defined in (A) previously.
- F. MARKET AND ECONOMIC CONDITIONS - Factors influencing the level of increase in base rent and other charges include the prevailing market and economic conditions at the time when the park owner furnishes notice of any increase.

Prevailing market conditions are intended to refer to those rents and other charges imposed in comparable parks, or rent or charges willingly paid from time to time by new residents of this park. For this purpose, a park will be deemed comparable if it is located in a 25 mile radius of this park, and offers similar densities, amenities, services and life style.

Prevailing economic conditions are intended to refer to those factors which bear on the economic liability of a real estate investment and which would be considered in establishing the base rent and other charges or any increase in the amount thereof. These factors include:

- (1) The cost attendant to the replacement of this park in the economic environment existing at the time of any rental increase, including land acquisition cost, construction cost, and the level at which the lot rental must be established in order that the park will realize a reasonable return on the cost referred to in this clause (1);
- (2) the levels of interest rates and other financing charges associated with construction, interim and permanent financing;
- (3) the availability of alternative forms of real estate investments which, absent the rental increase in question, might be expected to yield a greater return on investment capital (commonly called primary and best land use). An increase in one or more of the factors may result in an increase in the homeowners rent or other charges.

IX. USER FEES

The term "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.

Current user fees in the park are as follows:

- 1. SATELLITE T.V. - Satellite T.V. is provided by SHERWOOD FOREST and the fee is \$_____ per month. See EXHIBIT 4.

If the park owner experiences increases in fees from our supplier, written notice will be given by first class mail thirty (30) days prior to increase, to those residents currently subscribing to satellite T.V.

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X. PARK RULES AND REGULATIONS

A. Current Park Rules or Regulations

RULES AND REGULATIONS

NOTICE TO RESIDENTS AND POTENTIAL RESIDENTS:

Under Florida Law, SHERWOOD FOREST UNIT I & II can, in accordance with Chapter 723 F. S., evict a resident for violation of any of the following RULES AND REGULATIONS. **BEFORE YOU RENT A MOBILE HOME LOT**, you should carefully consider whether you and all others living within your mobile home can live by the following Rules and Regulations. If you find any rule or regulation to be unreasonable, you should not move into Sherwood Forest Unit I or II.

POLICY

It is the desire of Sherwood Forest Unit I & II (hereinafter called the "Park") to continue to be the finest mobile home community in central Florida. The following RULES AND REGULATIONS are to help life at the Park be pleasant and enjoyable to all who live there. These RULES AND REGULATIONS have been developed and written in the spirit of the "good neighbor policy".

VIOLATION OF RULES AND REGULATIONS DEFINED

1. For the first violation of any properly promulgated rule or regulation, rental agreement provision, or this chapter which is found by any court having jurisdiction thereof to have been an act which endangered the life, health, safety, property, or peaceful enjoyment of the mobile home park or its residents, the mobile home park owner may terminate the rental agreement, and the mobile home owner shall have 7 days from date that the notice is delivered to vacate the premises.
2. For the second violation of the same properly promulgated rule or regulation, rental agreement provision or this chapter within 12 months, the mobile home park owner may terminate the tenancy provided the park owner has given the mobile home owner written notice within 30 days of the first violation specifying the actions of the mobile home owner causing the violation and giving the mobile home owner 7 days to correct the compliance. The mobile home owner must receive written notice on the grounds upon which he is to be evicted at least 30 days prior to the date on which he is required to vacate. A second violation of a properly promulgated rule or regulation, rental agreement provision, or this chapter within 12 months of the first violation shall unequivocally be a ground for eviction, and it shall not be a defense to any eviction proceeding that a violation has been cured after the second violation. Violation of a rule or regulation, rental agreement provision, or this chapter after the passage of 1 year from the first violation of the same rule or regulation, rental agreement provision, or this chapter shall not constitute a ground for eviction under this section.

MOVING IN

No one shall place his mobile home upon one of the park lots, and no one shall move into a mobile home already in the park until:

- (1) he obtains Park approval to be a Resident;
- (2) he executes a MOBILE HOME LOT LEASE AGREEMENT and
- (3) he acknowledges in writing receipt of these RULES AND REGULATIONS.

Placing a mobile home on a lot in the Park or moving into a mobile home already in the Park prior to obtaining Park approval to be a Resident, prior to executing a MOBILE HOME LOT LEASE AGREEMENT, OR PRIOR TO ACKNOWLEDGING IN WRITING THE RECEIPT OF THESE RULES AND REGULATIONS shall automatically constitute a violation of these RULES AND REGULATIONS.

RESIDENT

A resident as used herein is any person who lives on a continuing basis in a mobile home located upon a lot in the Park, and who is specifically listed as a resident on the MOBILE HOME LOT LEASE AGREEMENT for the particular lot. Anyone renting a lot must:

- (1) own the mobile home to be placed on the lot, and
- (2) intend to reside in that particular home on that particular lot.

GUESTS

A guest is any person who is not listed as a Resident in the MOBILE HOME LOT LEASE AGREEMENT. No guest shall be allowed to stay in the Park longer than a period of one (1) month without the approval of the Park. Any such guest requiring approval of the Park will become a signatory party to these RULES AND REGULATIONS.

NOTICES

All written notices from the Park to Residents shall be given by handing the notice to the Resident, by posting it upon the door or the Resident's mobile home, and by depositing said notice in the United States Postal Service, registered or certified.

MOBILE HOME AND LOT USE

No mobile home located on a lot within the Park shall be used other than as single family residence and no more than four (4) persons may live on any lot at any time. No mobile home located on a lot in the Park shall be used as an "over-nighter" or in any other manner of "transient" occupancy. There shall be no "Rentals" allowed in the Park.

CLUBHOUSE AND RECREATIONAL AREAS

Posted rules around swimming pools and other recreational facilities are to be considered a part of these RULES AND REGULATIONS. In recognition of the fact that certain Guests may be children, all children under twelve (12) years of age must be accompanied by an adult when in any recreational area, specifically including the swimming pools. The clubhouse and other recreational facilities may be reserved for private and/or community use, subject to Park approval.

PETS

Residents may keep dogs and cats, however, not more than one (1) pet is permitted on any lot and all pets must be registered in the Park office. Persons residing in Park as of December 31, 1983, will be allowed to retain their existing pets, but if a pet dies, or otherwise leaves the Park, the limit of one (1) pet per household shall be in effect on replacement. The maximum weight of pet to be no more than 30 pounds.

Pets must be on a leash when outside the home and must not be walked on other lots in the Park. Pets that bark, make other annoying noises or that become a nuisance in any manner, must be removed upon written request of the Park. If the existence or activities of any pet results in a mobile home owner or the Park receiving a citation from the Osceola County Health Department or from any other county or state or other governmental entity, it shall automatically be considered a violation of these RULES AND REGULATIONS.

DISTURBANCES

Disturbing the peace in any manner, profanity, indecency, drunkenness, loud playing of recording equipment, radios, TVs, stereos, musical instruments or any other type device will not be tolerated.

LOT CARE

Residents are required to keep the exteriors of their mobile homes, patios, carports and lots in a neat, clean and orderly condition. Items such as children's toys and lawn care equipment must be stored inside.

Lawn mowing is the resident's responsibility and lawns shall be mowed and trimmed, to maintain a neat appearance. If, in the Park's judgement, a lawn or yard becomes unsightly due to high grass, the Park, upon proper notice, will mow the lot and bill the resident. Payment is due upon receipt of the statement.

Any failure of a mobile home owner or Resident to clean up his lot after proper notice, shall automatically constitute a violation of these RULES AND REGULATIONS.

MOTOR VEHICLES

Motorcycles, minibikes, go-carts, etc., are not to be ridden in the park, other than when leaving or entering the Park. Automobiles that are less muffled than standard American cars having standard, factory equipment mufflers in good condition are not to be operated in the Park. No person shall operate a motor vehicle in the Park unless that person shall have a valid operator's license. No vehicle may be operated or stored in the Park unless properly licensed for public street operation. No motor vehicle repair of any kind is to be performed in the mobile home residential section of the Park.

No vehicle shall be parked in a manner which will impede the normal flow of traffic or in the delivery of mail. Only passenger vehicles are to be parked in the parking space provided for each home, and motor homes and/or similar vehicles are not to be parked on vacant lots. Campers may be parked in the parking spaces if used as personal transportation. Boats, boat trailers, motor homes, travel trailers, etc. are not to be parked in the home parking areas except to load or unload. The parking of any vehicles on lawns or patios is prohibited. Parking of the above described vehicles and boats will be provided in a storage compound area, with no liability assumed by the park.

SECURITY AND SPEED

For the protection of Residents, a Security Guard is stationed at the guard house near the entrance of the project each evening. All persons entering the Park in the evening, or at any time when a guard is on duty, are to stop at the guard house unless recognized by the guard and waved through. In any event, motorists are to slow down to not more than 10 miles per hour when approaching the guard house. Vehicle lights should be positioned on "Parking Lights" when approaching the guard house. Continued failure or refusal of any resident or guest to stop at the guard after receiving two (2) written notices from the Park requesting that such stops be made, shall automatically constitute a violation of these RULES AND REGULATIONS.

FIREARMS

The use of firearms, including BB guns, pellet guns, etc. and the use of slingshots, bows and arrows, etc. is strictly prohibited within the Park.

SOLICITATION

To insure the privacy of Residents, no door-to-door commercial solicitation is permitted in the Park by any Resident or non-resident. This provision is not intended to prohibit the notification of or invitation to such events as pot-luck suppers, bingos, dances, Resident Association meetings, F.M.H.O. meetings, etc.

PLANTINGS

Planting of trees, shrubs, flowers, etc. is encouraged. Park utilities, however, are underground and Residents must obtain management's approval before digging, to prevent damage to the underground utilities. Any person who begins digging without management's approval and who damages the underground utilities shall be liable for all costs and expenses incurred by the Park in repairing or replacing such damaged utility equipment.

SIGNS

One "FOR SALE" sign, not to exceed 96 square inches in size, may be placed on the premises in the event a Resident desires to sell his mobile home. No other "FOR SALE" signs shall be placed on the premises.

SALES AND SUBLEASES

No tenancy or any other interest in a lot within the Park may be subleased, assigned or conveyed in any manner.

If anyone desires to sell his mobile home or his interest in a mobile home and if the potential purchaser desires to leave said home at its location within the Park, then prior to the sale, the Park must be notified of the potential purchaser's name, current address, phone number, name and age of all persons who will live with him in the mobile home, job, references, and other information relevant to the potential purchaser's qualifications to become a Resident in the Park.

Upon receiving the information regarding the potential purchaser, the Park shall promptly give notice whether the potential purchaser is approved to become a resident. If the potential purchaser is not approved to become a Resident, no Lease Agreement will be tendered to said potential purchaser.

Under no circumstances shall a purchaser move into a mobile home he has bought if he has not been approved as a Resident, has not fully executed a MOBILE HOME LOT LEASE AGREEMENT, or has not acknowledged in writing the receipt of these RULES AND REGULATIONS.

IT IS THE RESPONSIBILITY OF THE PERSON SELLING HIS MOBILE HOME, NOT THE PARK, TO INFORM POTENTIAL PURCHASERS OF THE NECESSITY FOR PARK APPROVAL BEFORE THE POTENTIAL PURCHASER WILL BE ALLOWED TO KEEP THE MOBILE HOME IN THE PARK.

SKIRTING AND OTHER OUTSIDE AMENITIES

Approved set-ups, connection, skirting, landscaping, utility or storage building, and either a carport, patio covering, or porch are required to be placed on the lot within sixty (60) days after a mobile home has been placed on the lot for occupancy. All permanent or temporary exterior additions, such as screened porches, patios, carports and storage structures must be approved by Park management and must conform to all state and county building codes and laws, and proper building permits, as well as approval of park management must be obtained prior to beginning construction. No fences of any kind are to be erected on any individual lot.

Any exterior addition or fence built in violation of this REGULATION shall be removed at the expense of the Resident within ten (10) days of receipt of written notice by the Resident from the Park directing the Resident to remove such exterior addition, or fence, accordingly.

Receipt by the Park or the mobile home owner of a citation from any state, county or other governmental entity because of violation of any state building code shall automatically constitute a violation of these RULES AND REGULATIONS if the violation is not abated within ten (10) days to the satisfaction of the issuing governmental entity and the Park.

GENERAL

The Park management reserves the right of entry upon all lots at all times for the purposes of inspection and maintenance. No burning of trash, campfires, or other fires of any kind is permitted within the Park. No outside aerials or antennae of any kind, television or otherwise, may be installed on mobile homes or lots.

Outside drying of laundry is allowed, the only requirements are the use of umbrella type dryers set up with a removable pole. The unit should be placed behind your utility room and not exposed to the street. When not in use, fold down arms to the closed position. NO DRYING ON SUNDAY.

Parents are responsible and liable for any damages caused by Guests or their children to the property of other residents of the Park or that of the Park. Residents may be evicted for violation of these RULES AND REGULATIONS by their guests.

The Management reserves the right to alter, amend, or add to these RULES AND REGULATIONS, as conditions require and experience dictates, upon ninety (90) days written notice to all tenants, as provided in Section 723.037, F.S.

In the event the Park forebears to exercise any right given it under these RULES AND REGULATIONS, such forbearance shall not be construed as a waiver or relinquishment by the Park of its rights to evict any tenant for a violation of any of the RULES AND REGULATIONS set forth herein.

As used herein, the masculine shall include in feminine and the singular shall include the plural.

RESPONSIBILITY

The owners, agents and employees of the Park shall not be responsible to residents or guests for any loss or damage by fire, theft, accident or any other cause, unless the incident is the fault of it Park employee while on duty.

If any provision herein shall be held invalid as in conflict with any statute, law or constitution, whether county, state or federal, such conflict shall have no effect upon the remaining provisions hereof.

SWIMMING POOL RULES

Rules are posted at the pool and become part of the RULES AND REGULATIONS.

Our main concern is safety, so children, without supervision, must not be at the pool, and large flotation devices are banned at all times. Children with small body tubes or inflated arm bands should be contained in the shallow end of the pool.

Read and obey the RULES before swimming.

Changes in RULES AND REGULATIONS

The Park owner shall give written notice to each mobile home owner at least ninety (90) days prior to any change in rules and regulations. Rules adopted as a result of restrictions imposed by governmental entities and required to protect the public health, safety, and welfare may be enforced prior to the expiration of the ninety (90) day period.

XI. ZONING CLASSIFICATION

The present zoning of SHERWOOD FOREST UNIT I & II is RMH. Primary permitted use under this zoning ordinance is mobile home parks and related supporting activities. See EXHIBIT 2.

XII. ZONING

The present zoning of SHERWOOD FOREST UNIT I & II is RHM. The name of the zoning authority which has jurisdiction over the land comprising the Sherwood Forest Unit I & II is Osceola County Zoning Ordinance. See EXHIBIT 2.

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**SHERWOOD FOREST
5302 W. Irlo Bronson Memorial Highway
Kissimmee, Florida 34746**

INTEGRATED PROSPECTUS **Approval No. PRMZ000932-P20197**

APPROVAL DATE: **September 18,1990**

AMENDMENTS THROUGH: **October 29, 2002**

PARK OWNER: **MHC FINANCING LIMITED PARTNERSHIP TWO**

PERSON AUTHORIZED: **Regional Vice President
Manufactured Home Communities, Inc.
Southeastern Region
28050 U.S. Hwy. 19 North, Suite 400
Clearwater, Florida 33761**

**This Prospectus may be delivered to Tenants of this Park who became Residents
on or after September 18, 1990;**

OR

Tenants who assumed the tenancy of such a Resident;

OR

Tenants who agreed to accept this Prospectus.

MOBILE HOME LOT RENTAL AGREEMENT
FOR
SHERWOOD FOREST

This Mobile Home Lot Rental Agreement is between MHC Financing limned Partnership Two, a Delaware limited partnership d/b/a SHERWOOD FOREST (hereinafter "PARK") as Landlord and _____ and located at _____ as Tenant (hereinafter jointly and severally referred as "Tenant(s)").

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. TERM AND USE: Park hereby rents to Tenant(s) LOT NO. _____ within the Park for a term beginning _____ and terminating _____. Use is limited to residential occupancy exclusively.

2. RENEWAL: Providing Tenant(s) shall have at all times been in good standing under this agreement Park shall present to Tenant(s) a renewal lease at least ninety (90) days prior to this Agreement termination.

3. RENT AND OTHER CHARGES: Rent covered by this agreement shall be:

_____ BASE RENT _____ - _____	<u>Additional charges as they apply:</u>
_____ BASE RENT _____ - _____	_____ Basic cable T. V.
_____ BASE RENT _____ - _____	_____ Compound Storage
_____ BASE RENT _____ - _____	_____ Cleaning Deposit
_____ BASE RENT _____ - _____	_____ Service Fee

All monies are due and payable in advance to the first (1st) day of each month of the agreement term. If not paid by the 5th day, amount due shall be considered delinquent and subject to late fees of \$ _____ as of the sixth day, plus \$ _____ each day in which the amount remains delinquent.

Changes to amounts due during the term of this agreement shall be implemented in accordance with prospectus provided and/or Chapter 723, Florida Statutes.

4. TENANT(s): Occupancy is only by those individuals specifically named in this Agreement. All additional persons who stay overnight should be registered in the Park office. Additional permanent occupants must be registered and accepted by the Park before taking up residence in the Park.

5. RULES AND REGULATIONS: The Rules and Regulations promulgated by the Park are part of this lease agreement. The Tenant(s) acknowledge that he has been given and has read a copy of the Rules and Regulations prior to the execution of this Lease and further agrees to be bound by them and by all reasonable modifications thereto. Current regulations are also posted conspicuously in the Park's office and new rules will also be posted at the Park's office for at least ninety (90) days before taking effect with effective date posted thereon. As added Regulations, the Tenant(s) shall at all times comply with all applicable provisions of building, housing and health codes and shall keep the mobile home lot Tenant(s) occupies clean and sanitary.

The Tenant(s) is responsible for the conduct of Tenant(s) guest and other occupants of the lot and a violation of any rule or regulation by a guest of other occupant may be considered by Park as a breach of this Agreement by the Tenant(s).

6. GROUNDS FOR EVICTION: As per Chapter 723, Florida Statutes.

7. PRIOR REVIEW OF LEASE: Tenant(s) expressly acknowledges that Tenant(s) has received this AGREEMENT for his review prior to occupancy under this Agreement, has examined it to his satisfaction, and executing it prior to this occupancy under it with the intent to be bound thereby.

8. ZONING: The Park is zoned R.M.H. under the Osceola County Zoning Authority, Jack Shannin.

9. LAND USE CHANGE: As of the time of entry into this Lease, there is no change in land use contemplated for the mobile home park.

10. The Park shall not infringe on the right of the mobile home owners to peaceably assemble in common areas or recreation areas to discuss problems relative to Park business or to canvas members of a mobile home park who are members of a park association, federation, or organization for membership dues.

11. GOVERNMENT LAW: Chapter 723, Florida Statutes, governs mobile home park Tenancies.

12. SERVICES: Services included in the lot rental fee are trash pickup.

13. DISCLOSURE: The name and address of the Park owner is:

MHC Financing Limited Partnership Two
Two North Riverside Plaza. Suite 800
Chicago, Illinois 60606

The name and address of the person authorized to receive notice and demands on the owner's behalf is:

Regional Vice President
Manufactured Home Communities, Inc.
28050 U.S. Highway 19 North, Suite 400
Clearwater, Florida 33761

The name and address of the mobile home owner is:

The name and address of the person authorized to receive notices and demands to the Tenant(s) behalf is:

Notice must be made by proof of mailing are deemed delivered when mailed.

14. NOTICE OF PROPOSED RENT INCREASE: Pursuant to Chapter 723.037, Florida Statutes, the Tenant(s) is hereby notified that the base rent for the succeeding year shall be increased to \$ ____* effective _____ of each year.

15. ASSIGNMENT OR SUBLEASE: The Tenant(s) may not assign this lease or sublease any part of the leased premises without prior written approval of the Park.

16. PAYMENT OF FINANCIAL OBLIGATIONS: All financial obligations must be paid prior to removing a mobile home from the Park.

17. TIME: Time is of the essence in each and every part of this lease.

18. PERMITS: All building permits and electrical permits MUST be registered with the Park office prior to or upon arrival of the coach in the Park or prior to commencement of the intended work.

19. ACCESS: The Tenant(s) hereby consents to access to lot and elsewhere throughout the rental area of Park at all reasonable times for the purpose of repair or maintenance, or in order to protect the property or occupants on the premises from danger or threat of loss.

20. COSTS OF ENFORCEMENT: In the event either party must employ legal counsel or otherwise expend monies to enforce the provisions of the lease, the prevailing party shall recover all damages, court costs and expenses, including reasonable attorney's fees.

The Park shall provide bi-weekly garbage service at no charge to Lessee during the term of this Lease Agreement.

* YEAR _____ = Prior year base rent plus 8-1/2%
_____ = Prior year base rent plus 8-1/2%
_____ = Prior year base rent plus 8-1/2%

DATED this _____ day of _____ A.D., 20____.

Signed Sealed and Delivered in the presence of:

LANDLORD
MHC Financing Limited Partnership Two
a Delaware limited partnership
d/b/a Sherwood Forest
By:

AUTHORIZED AGENT

TENANT

Witness for Landlord

TENANT

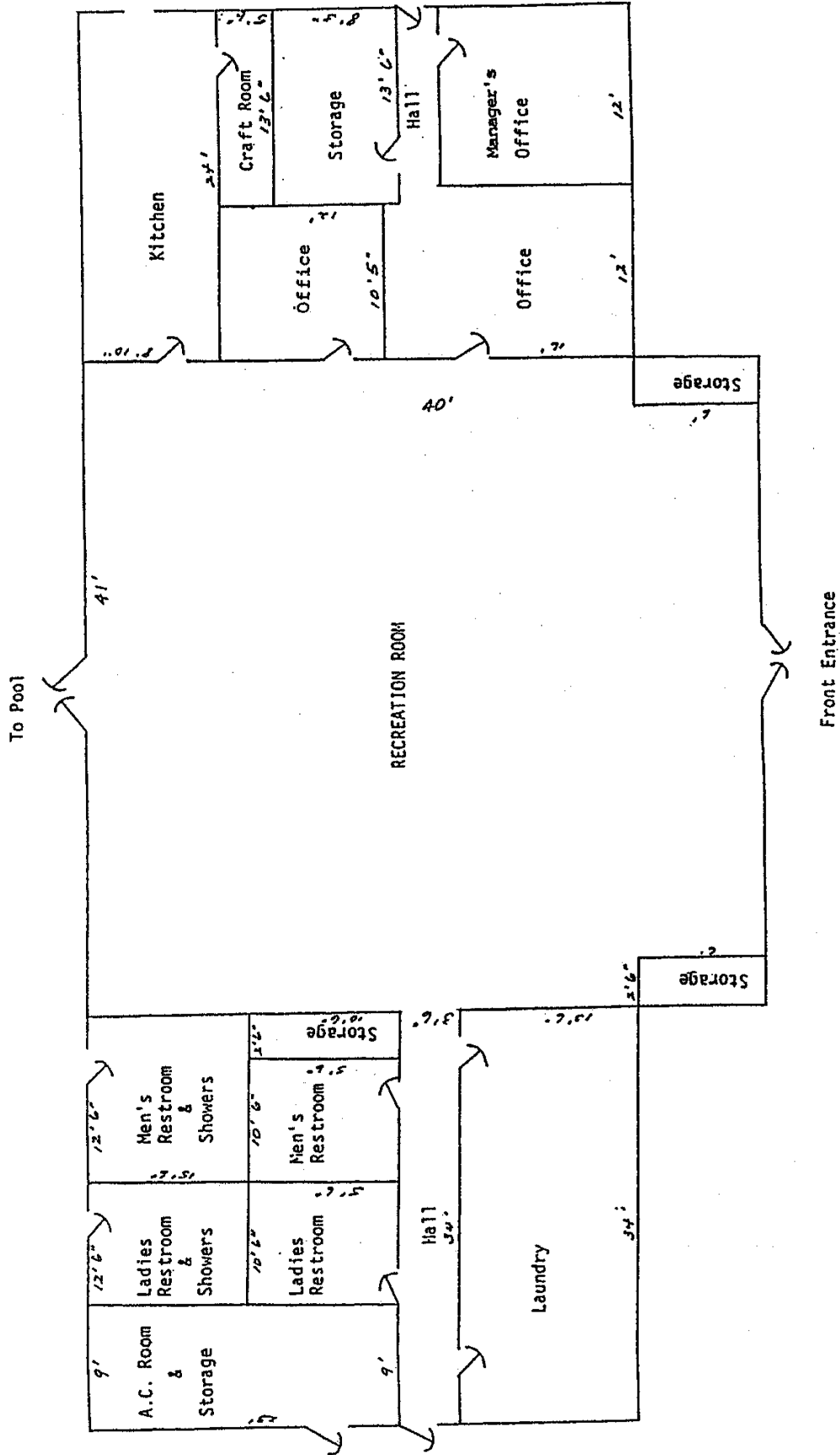
Witness for Tenant

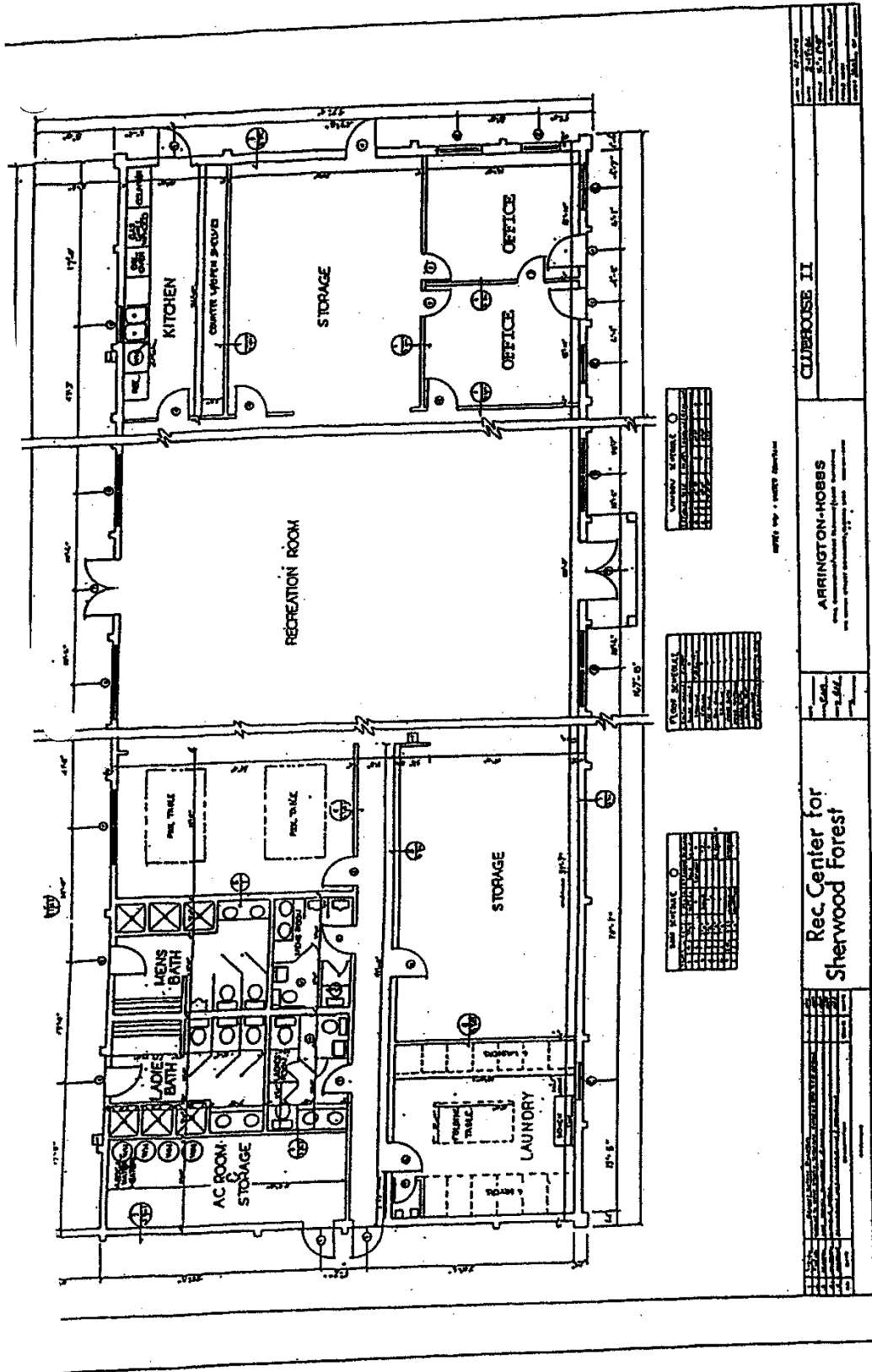
HAVE BEEN OFFERED THE ATTACHED RENTAL AGREEMENT BUT DECLINE TO SIGN.

TENANT

TENANT

TP:277822:2





MINIMAL MANUFACTURED HOUSING

DM DISTRICT
SMB DISTRICT

PURPOSE

In order to promote the orderly growth and development of the community, and to provide for the housing needs of the community for working families and other groups, and to conserve the taxon of land use regulations, it is hereby established that:

encourage the design and development of suitable areas for medium range of residential densities at a medium density (including modular units and similar forms of manufactured housing units are fabricated off the site) and discourage the creation or continuation of conditions which detract from the harmony, consistency and beauty of residential neighborhoods, or have an adverse on adjacent areas.

PERMITTED USES

The following uses are authorized in this district, when such uses comply with the requirements contained in these regulations:

single family dwelling (single), including customary accessory uses such as detached garage, terrace and porch, when accessory and incidental to a single family house (MHC 1);

two family dwelling (duplex), including customary accessory uses such as detached garage, terrace and porch, when accessory and incidental to a duplex (MHC 2);

mobile home, including customary uses such as attached carport and garage, when accessory and incidental to a mobile home (MHC 3);

swimming pool, barbecue, and customary uses, when accessory and incidental to a house, duplex (or triplex) provided the pool is not located within the required front yard or closer than eight (8) feet to any side or rear property line, or within any required side yard adjacent to a public roadway;

porch or stoop for domestic plants and landscaping materials, when accessory and incidental to a house, duplex (or triplex), provided such structures are approved by the Board of Adjustment as a Special Exception;

stable for horses, when accessory and incidental to a single family house, provided structures are approved by the Board of Adjustment as a Special Exception;

excavation, and provided the depth does not exceed one foot/two acres of pasture;

pond for duck and other domestic use, when accessory and incidental to a house, duplex (or triplex), provided such structures are approved by the Board of Adjustment as a Special Exception;

detached garage, hobby shop, storage building, and tool shed, when accessory and incidental to a house, duplex (or triplex);

play, deck, or barbecue, when accessory and incidental to a house, duplex (or triplex) provided such structures are not located closer to any side lot line (setback) than the specified setback for side yard.

PERMITTED USES

The following uses may be permitted as Conditional Uses provided that review and hearing of an application for such a use shall consider the effect of the use on the adjacent use to be located, its effect on the value of surrounding lands, and the area of the site as it fits particularly to the required open space and off-street parking limits.

Each application for a conditional use shall be accompanied by a site layout plan which incorporates the regulations applicable herein. The development plan shall be drawn to scale and shall indicate proposed setbacks, and the location of buildings, parking areas, and other features. The site development plan shall be reviewed by the Planning Commission and approved by the Board of County Commissioners in the granting of a land use and building permit. Upon such approval, the development plan becomes part of the land use and building permit which is issued only by the Board of County Commissioners.

three family dwelling (triflex), including customary accessory uses such as detached garage, terrace and porch, when accessory and incidental to a triplex (MHC 3);

multiple family dwelling (townhouse), including customary uses such as garages, terraces, swimming pools, barbecues, decks or barbecues, when accessory and incidental to a townhouse (MHC 4);

mobile home park, when in accordance with the special provisions contained in these regulations;

travel trailer park and campground, when in accordance with the special provisions contained in these regulations;

park, playground, library, and similar neighborhood activities not operated for profit;

sub-stations for telephone, electric power, or other utilities, and for fire fighting or law enforcement services;

churches and customary accessory facilities such as chapels and educational buildings for religious teaching;

daycare and child care centers for preschool children;

schools and customary accessory facilities such as auditoriums, gymnasiums, and ball fields;

neighborhood recreation facilities not operated for profit such as clubhouses, swimming pools, tennis grounds, beaches, bathhouses, boat docks, and boat ramps;

country or golf courses, country clubs and customary accessory facilities such as clubhouses, swimming pools, tennis, tennis courts, maintenance buildings and structures for storage of golf carts;

other similar uses which are customarily limited and are consistent with the objectives of this district, based on appropriate consideration of the nature of the intended activity, the character of the proposed development, the location of the site, and its compatibility with adjacent parcels.

PERMITTED USES

uses not specified as a permitted use or approved as a Conditional Use are prohibited. The following are examples of uses which are not authorized in this district:

commercial enterprises operated for profit such as plant nurseries, markets, markets, auditoriums, or stadiums;

other similar uses which are not compatible with the objectives and purposes of this district, or activities which would not be carried out in conformity with the public, police, the environment, maintaining the ecology, or otherwise lowering the quality of life for its citizens.

PERMITTED STORIES

Minimum lot area	
DM-1 house (for mobile home)	7,000 square feet/dwelling unit
duplex	1,500 square feet/dwelling unit
triplex	11,000 square feet/dwelling unit
townhouse	11,000 square feet/dwelling unit
DM-2 house, mobile home or duplex	11,300 square feet/dwelling unit

PERMITTED STORIES

DM-1 house (for mobile home)	
duplex	20 feet
triplex	25 feet
townhouse	15 feet
DM-2 house, mobile home or duplex	100 feet

PERMITTED BUILDING COVERAGE

50 percent of lot area

PERMITTED BUILDING HEIGHT

3 stories

PERMITTED BUILDING DENSITY

DM-1 house (for mobile home)

duplex 2.3 units/acre

triplex 2.4 units/acre

townhouse 2.8 units/acre

DM-2 house, mobile home or duplex

2.8 units/acre

Minimum lot area

750 square feet/dwelling unit (conventional housing)

600 square feet/dwelling unit (mobile home)

Minimum building setbacks

The following setbacks are measured from the existing property lines:

Front yard	DM-1 house/duplex/triflex	DM-2	All other uses
front yard	25 feet	25 feet	25 feet
rear yard	22 feet	15 feet	25 feet
side yard	10 feet	15 feet	15 feet

In addition, one of the setbacks specified below (measured from the condition of adjacent public right-of-way) shall apply if greater than the setback specified above from the property line.

Adopted March 10, 1980

October 1, 1982

PERMITTED RIGHT-OF-WAY

(A) 200 feet minimum right-of-way (MHC 2)

(B) 10 feet minimum right-of-way

(C) thoroughfare designated on base plans as having a width of 100 feet or more

(D) thoroughfare having a width of less than 100 feet

Minimum Off-Street Parking

dwelling 2 spaces/dwelling unit

All other requirements (parking, loading, ingress and egress)

(See separate section of regulations)

REQUIRED STATEMENTS

The site development plan, which is required in conjunction with all requests for Conditional Uses, shall indicate areas for and the extent of landscaping to be provided, and shall include a statement of intent similar to the following:

LANDSCAPING
The land will not be overdeveloped with buildings, structures, or paving. Open spaces will be an integral part of the site and landscaping will be provided and maintained to enhance the character and appearance of the development. Existing natural resources, such as trees and large individual trees, will be conserved, wherever practical to do so.

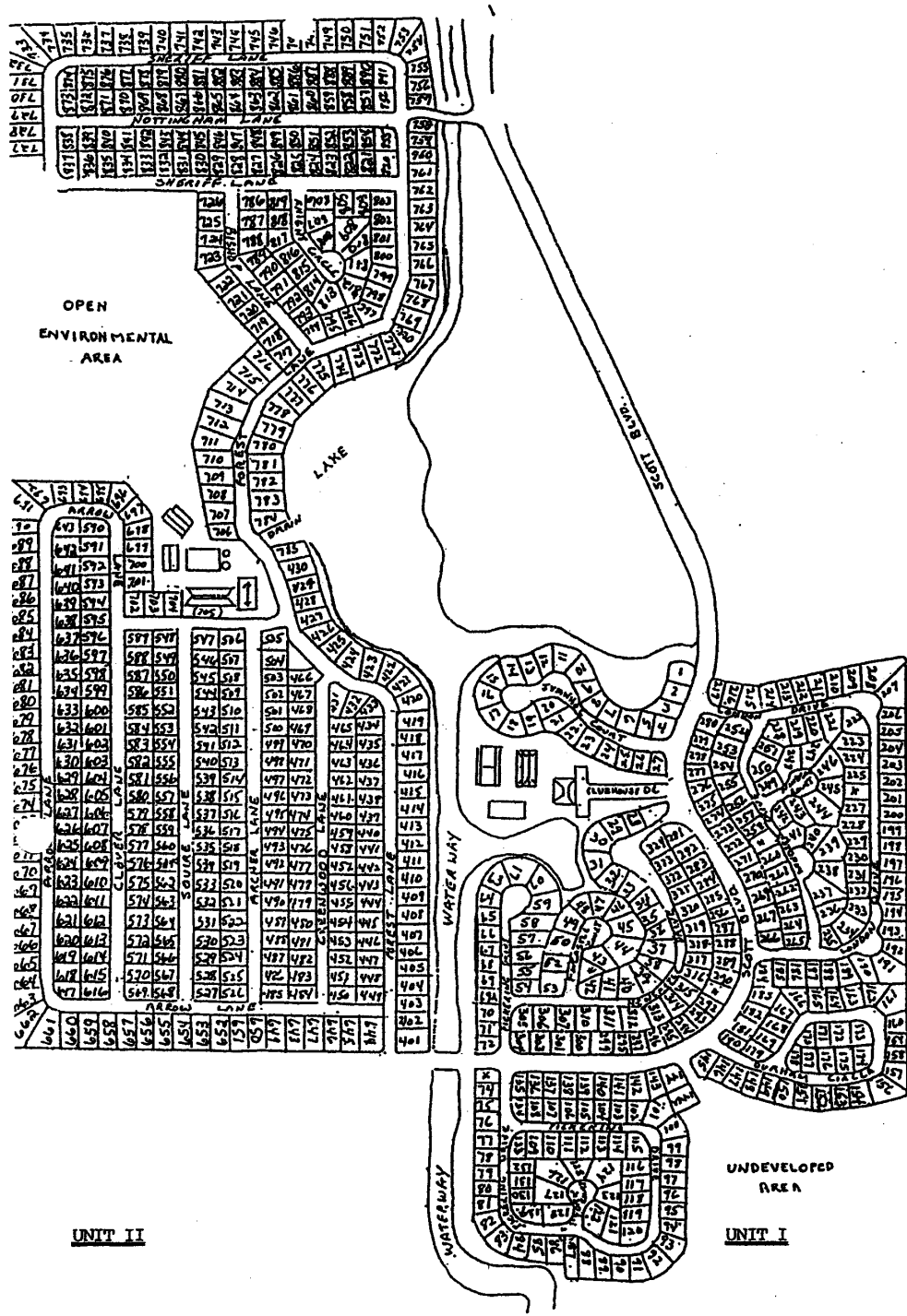
The site development plan shall also illustrate setback lines and shall include a statement of intent similar to the following:

SETBACKS
Necessary removal of private trees, utility poles, and other similar items from open space between and right-of-way and building setback lines will be accomplished at no expense to the public if these areas should subsequently become required for the construction of streets, utility easements, or other public improvements.

NOTE 1: A modular unit or mobile home may be used as a single family dwelling only if it complies with all construction codes of adopted local jurisdictions. Mobile homes may be authorized only within those areas designated on the District Land Use Plan. Customary uses authorized for a single family dwelling are also authorized for a modular or mobile home.

NOTE 2: Minimum right-of-way may be greater at intersections, intersections, or in other similar locations when additional right-of-way is required for public purposes.

NOTE 3: DM-1 is to be allowed in the Community Development Area DM-1.



UNIT II

UNDEVELOPED
AREA

UNIT I

EXHIBIT #3

Map not to scale

EXHIBIT 4

SHERWOOD FOREST TELEVISION SATELLITE SYSTEM

The Park has a master antenna and a satellite dish. As stated on page 15, "GENERAL" of the prospectus, individual antennae are not allowed.

The fee for satellite service is:

\$ _____ per month for 5 channels.

The satellite may be discontinued for periods greater than one (1) month. List of channels offered available at the park office.

If the work owner experiences increases in fees from our supplier, written notice will be given by first class mail thirty (30) days prior to increase, to those residents currently subscribing to satellite T.V.

I HEREBY AGREE TO BE CONNECTED TO THE SATELLITE SYSTEM AND PAY A MONTHLY FEE OF \$ _____.

Resident) (Street Address) Date

Park Manager/Representative)

SHERWOOD FOREST UNIT I AND II approval date is:

THE IDENTIFICATION NUMBER IS: PRMZ000932-P20197

THIS APPROVAL APPLIES TO LOT # _____

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