



**AMENDED
PROSPECTUS**

FOR

THE LAKES AT THE SAVANNAHS CONDOMINIUM

- 1. THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.**
- 2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE BUYER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS, THE CONTRACT DOCUMENTS AND SALES MATERIALS.**
- 3. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.**

SUMMARY OF STATEMENTS

THE CONDOMINIUM IS CREATED AND BEING SOLD AS FEE SIMPLE INTERESTS

(See Section 6 of this Prospectus)

THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE

(See Section 6 of this Prospectus)

THE DEVELOPER (OR OTHER PERSON) HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD

(See Section 9 of this Prospectus)

THE SALE, LEASE, OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED

(See Section 10 of this Prospectus)

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THE LAKES AT THE SAVANNAHS CONDOMINIUM

AMENDED

PROSPECTUS

The information contained in this Prospectus is provided pursuant to Florida Statutes, Section 718.504, in order to acquaint you, a prospective Buyer, with certain pertinent information concerning the “Condominium” (as subsequently defined) and to aid you in your decision to purchase a “Unit” (as subsequently defined).

1. Name and Location.

The name of the Condominium is **THE LAKES AT THE SAVANNAHS CONDOMINIUM**. The condominium is located at Lakefront Boulevard, Fort Pierce, St. Lucie County, Florida.

2. Description of the Condominium Property

A. The Condominium will consist of 54 residential buildings consisting of Fifteen (15) 3 Unit buildings; Seven (7) 4 Unit buildings; and Thirty Two(32) 6 Unit Buildings and a Recreation Area consisting of a Club House, pool and tennis courts.

B. A copy of the survey and plot plan for the condominium is attached to the Declaration as Exhibit “A-2” and Exhibit “B-1” respectively.

C. The estimated latest date of completion of construction, finishing and equipping all 265 Units is January 2007. This date is only an estimate and may be affected by weather, acts of God, pre-sale of individual Units, availability of materials and other factors.

3. Introduction.

This Prospectus describes The Lakes At The Savannahs Condominium (the “Condominium”), a condominium project, which is offered by HST Development Company , a Florida corporation (the “Developer”). The Condominium will be established pursuant to the Florida Condominium Act, Chapter 718, Florida Statutes (2000) (the “Condominium Act”) and is located in Fort Pierce, St. Lucie County County, Florida.

A. The condominium form of ownership is a system of property ownership through which all "Unit Owners" (as subsequently defined) receive fee simple title to their respective condominium units (singularly, "Unit," and collectively, "Units"), together with an undivided interest in the common areas of the buildings and grounds pursuant to the Condominium Act. A unit owner in the Condominium (individually, "Unit Owner," and collectively "Unit Owners") owns his or her Unit similar in some way to the manner in which a private, single family homeowner owns a home in that the Unit Owner: (i) owns his or her Unit in fee simple, and is entitled to exclusive possession thereof; (ii) may mortgage his or her Unit or not as he or she elects (with certain limitations) in favor of an institutional mortgagee or mortgagee approved by The Lakes at the Savannahs Condominium Associations, Inc., a not-for-profit Florida corporation (the "Condominium Association") (iii) is not subject to the liens of any mortgages or any unpaid taxes on other Units; (iv) may sell or lease his or her Unit, with certain restrictions as described in this Prospectus and in the Declaration of Condominium of The Lakes At The Savannahs Condominium (the "Declaration") a copy of which is attached to this Prospectus as **Exhibit "1"**; (v) will have his or her Unit (and an undivided interest in the Common Elements, as subsequently defined) taxed as a separate entity for real estate purposes.

B. Unlike a private, single family homeowner, each Unit Owner owns an undivided percentage interest in all parts of the Condominium's property which do not form a part of another Unit ("Common Elements"). The Common Elements will be maintained and repaired by the Condominium Association to the extent provided in the Declaration. As part of this form of common ownership, all Unit Owners share responsibility for payment of common expenses incurred by the Condominium Association as described in the Declaration. Each Unit Owner's share of the common expenses bears the same proportion of percentage to the total common expenses as a Unit Owner's percentage ownership of the Common Elements.

4. Maximum Number of Units Using Facilities in Common. The maximum number of residential Units will use the Common Elements will be the two hundred and sixty five (265) Units in the Condominium.

5. Description of Common Facilities. The right to use certain recreational and common facilities on the Common Elements is associated with and granted automatically upon the purchase of a Unit in the Condominium. These recreational facilities will be available to for use by the owners and lessees of Units in the Condominium, their families and guests. Set forth below is a description of some of the Condominium's recreation and common facilities, all of which are estimated to be completed and available for use by January 2007,

Club House

4273 +/-sf under air conditioning
Billiard Room – 26' x 21'

Meeting Room/Card Room – 36' x 28'
Kitchenette – 10' x 20'
Office – 11' x 13'
Exercise Room – 24' x 19'

Swimming Pool

Located on the north side of the clubhouse
Approximately 60' x 30'
Approximately 2,000 sf pool deck

Two Tennis Courts

Located just east of the clubhouse
Two full size hard courts

Putting Green

Located just northeast of the clubhouse
1,000 sf synthetic grass putting green

6. Fee Simple Interests.

THE CONDOMINIUM IS CREATED AND BEING SOLD AS FEE SIMPLE INTERESTS.

The Condominium is created and being sold as fee simple interests. Accordingly, you will exclusively own your Unit and an undivided interest in the Common Elements.

THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.

The Developer has and does reserve the right to lease any of the Units which the Developer is unable to sell, although the Developer's current plan does not include a program of leasing any Units. If your Unit will be subject to a lease, a copy of the lease will be attached as an exhibit to your purchase agreement.

7. No Recreational Facilities Lease.

There is no recreation facilities lease associated with the Condominium and neither the Developer nor any other person has reserved or is entitled to receive any rent, fee or other payment for the use of the facilities, except for reimbursement to the Condominium Association administering the Condominium for the purposes above stated.

8. Condominium Management.

The Condominium Association is the corporate entity responsible for the operation of the Condominium. The membership of the Condominium Association is composed of the Unit Owners who, by virtue of Unit ownership, are automatically members of the Condominium Association. The management of the Condominium Association and the maintenance and operation of the Condominium property is the responsibility of the Board of Directors of the Condominium Association and the officers of the Condominium Association directed by the Board of Directors.

The Developer will initially manage and supervise the operation of the Condominium Association until such time as control of the Condominium Association is turned over to the Unit

Owners. The Developer has not entered into and does not intend to enter into any contract in connection with such management or supervision, the term of which is in excess of one year.

9. Developer's Control of the Association.

THE DEVELOPER (OR OTHER PERSON) HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.

The Board of Directors of the Condominium Association is elected by the Unit Owners, each Unit being entitled to one (1) vote. However, the Developer has the right to designate members of the Board of Directors and to retain control of the Board of Directors in the manner and for the period stated in Section 9.5 of the Articles of Incorporation of the Condominium Association (**Exhibit "5"** to this Prospectus) and Section 4.17 of the By-Laws of the Association (**Exhibit "6"** to this Prospectus). The Developer has the right to retain control of the Condominium Association in the manner and for the period described in said article of the Articles of Incorporation and the By-Laws of the Condominium Association.

The Board of Directors of the Condominium Association will initially consist of three (3) Directors. Pursuant to the Declaration and the Articles of Incorporation and the By-Laws of the Condominium Association, the Developer currently has the right to appoint all of the Directors. Upon certain occurrences as provided by the Condominium Act, the Unit Owners will be entitled to elect all of the Directors. The pertinent portion of F.S. 718.301 (2000) is as follows:

718.301 (1) 92000) "When unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer shall be entitled to elect no less than one-third of the members of the board of administration of the association. Unit owners other than the developer are entitled to elect not less than a majority of the members of the board of administration of an association:

(a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to buyers;

(b) Three months after 90 percent of the units that will be operated ultimately by association have been conveyed to buyers;

(c) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to buyers, and none of the others are being offered for sale by the developer in the ordinary course of business;

(d) When some of the units have been conveyed to buyers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business; or

(e) Seven years after recordation of the declaration of condominium; or, in the case of an association which may ultimately operate more than one condominium, 7

years after recordation of the declaration for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to s. 718.403, 7 years after recordation of the declaration creating the initial phase, whichever occurs first. The developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, of the units in a condominium operated by the association. Following the time the developer relinquishes control of the association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority members of the board of administration.”

10. Restrictions Imposed on the Sale, Lease or Transfer of Units.

THE SALE, LEASE, OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED.

Pursuant to section 18 of the Declaration, the lease and sale of Units (except Units sold by the Developer) requires the prior approval of the Condominium Association Board of Directors, except in the event of a sale or lease to an existing Unit Owner.

11. Restrictions Imposed on the Use of Units.

Section 17 of the Declaration and Schedule “A” to the By-Laws (containing the Rules and Regulations) contain the text of the various rules, regulations, restrictions and limitations imposed upon the use of the Units. A summary of the restrictions is as follows:

A. Rental of Units is permitted with a minimum of sixty (60) day term for each lease and a maximum of two (2) times per year.

B. Unit Owners may maintain not more than one (1) household pets, to be limited to dogs or cats not exceeding a total of twenty-five (25) pounds in weight, and excepting the following breeds of dogs (or mixed breed dogs) which shall not be permitted: Pit Bull, Terriers, Dobermans, Rottweilers, German Shepherds, St. Bernards. Guests or tenants cannot have pets.

C. There is no minimum age of children who may live in the Condominium, but children must be supervised by an adult.

D. There are also restrictions on the ability of Unit Owners to make alterations, requirements for floor coverings, **restrictions on drilling into floors or ceilings**, and restrictions on hurricane shutter types (if any).

E. Units may only be used for residential purposes and occupied by a single family.

12. Utilities and Services.

Utilities and other services will be provided as follow:

A. Electricity is supplied by Florida Power and Light and is separately metered and billed as to each Unit. Electrical service to the Common Elements will be billed to the Condominium Association and included as Common Expenses of the Condominium.

B. Water and sewer service is provided by the City of Fort Pierce (the "City") and is separately metered and billed as to each Unit. Water and Sewer service to the Common Elements will be billed to the Condominium Association and included as Common Expenses of the Condominium.

C. Solid waste disposal is provided by Fort Pierce Utilities on a twice-weekly schedule.

D. Telephone service is supplied by Broadstar South, LLC and each Unit Owner will be separately billed.

E. Cable Television is expected to initially be supplied by Broadstar South, LLC and included as Common Expenses of the Condominium.

F. Storm drainage is provided by a combination of onsite retention and offsite drainage facilities provided by the City and included as Common Expenses of the Condominium.

13. Apportionment of Common Expenses.

Each Unit Owner will be apportioned a share of the Common Expenses and ownership of the Common Elements, which share is set forth in Exhibit "C-1" to the Declaration of Condominium, and is based upon each unit having an equal share.

14. Estimated Operating Budget and Assessments.

The Estimated Operating Budget for the Condominium is attached to this Prospectus as **Exhibit "8"**. Each Unit will be assessed a monthly assessment as set forth in the Estimated Operating Budget.

15. Estimated Closing Expenses.

A. At the time of closing of title, the Buyer will pay a closing charge equal to two percent (2.0%) of the purchase price of the applicable Unit. From this charge, Developer will pay closing and closing-related costs such as, without limitation, documentary stamp taxes on and the cost of recording the special warranty deed and the premium for the owner's title insurance policy for the Unit. Developer will also pay the Buyer's allocable share of all water and sewer connection charges.

B. At the time of closing title, the Buyer will also make a contribution to the funds of the Condominium Association in an amount equal to one (1) quarterly (3 months) assessment amount in effect on the date of closing for the Condominium Association (which is not to be credited against regular assessments). This sum shall be deposited in the Condominium

Association's account for the intended purpose of establishing initial operating funds and reserves and for initial, non-recurring expenses.

C. Expenses relating to the Buyer's Unit (for example, taxes and governmental assessments and current maintenance assessments of the Condominium Association) will be apportioned between Developer and the Buyer as of closing. However, payments or credits for tax prorations may not be made until the actual tax bill is received by the Buyer.

D. If Developer permits a closing to be rescheduled from the originally scheduled closing date at the request of a Buyer, such Buyer shall pay to Developer, at the time of rescheduling, a late closing charge in such amount as Developer may determine within its sole discretion in an amount not to exceed 18% per year calculated on a daily bases on the Purchase Price less any deposits received by Seller, from the date originally set for Closing by Seller to the actual date of Closing (however, this will not modify Seller's right to declare Buyer in default if Buyer fails to close on the date set by Seller). In addition, all closing prorations shall be made as of the originally scheduled closing date. Developer is not obligated to consent to any such delay.

E. Any Buyer obtaining a mortgage loan also will pay all charges in connection therewith.

F. A Buyer will pay all attorneys' fees such Buyer might incur in connection with any legal representation such Buyer obtains.

16. Identification of the Developer.

HST Development Company, a Florida corporation, is the Developer of the Condominium. Its president, Steven Tarr, is the principal directing the creation and sale of the Condominium. Mr. Tarr has been actively involved in all aspects of residential and commercial development since 1988. He has also been licensed as a real estate broker in the State of Florida since 1991. He has assisted various development companies during the planning and construction phases of several multi-family projects throughout Florida. Prior to forming his own firms, Mr. Tarr worked with the Resolution Trust Corporation as a mortgage underwriter during their asset liquidation years and was a portfolio analyst for MIG Realty Advisors, an asset manager of \$1.3 billion of institutional grade real estate. The Lakes at the Savannahs is HST Development Company's initial condominium project.

17. Easements

In addition to those easements described, granted and reserved in the Declaration of Condominium, the Condominium Property may be subjected to additional easements in the future to provide for various utilities, including various cable TV and data transmission services.

18. Evidence of Ownership by Developer.

Attached hereto as **Exhibit "10"** is a deed evidencing the ownership interest of HST Development Company in the Condominium.

19. Disclaimer of Obligations.

Because of the size of the Condominium and the time it will take to develop it completely, the Developer reserves great flexibility in what will be constructed and where and when it will be constructed. Except to the extent this Prospectus or the purchase agreement specifically and explicitly provides otherwise, the Developer will have no obligation (other than those obligations imposed by governmental authorities, including the provisions of any approved site plans and building permits) to build any particular buildings or facilities or to build what it does build in any particular way. Any current or prior agreements, representations, understandings and oral statements (including, but not limited to, renderings or representations contained in advertising or sales materials and oral statements of sales representatives), if not expressed in the purchase agreement or in this Prospectus, are void and of no effect. Buyers should not rely on any of them. As a result, there is no guarantee of view, security, privacy, location or any other matter that may be represented in any such description or depiction.

20. Hurricanes, Water Damages.

Among other acts of God and uncontrollable events, hurricanes have occurred in Florida. The Condominium is exposed to the potential damages of hurricanes, including but not limited to, damages from storm surges and wind-driven rain. Water or other damages from this or other extraordinary causes shall not be the responsibility of the Developer.

21. Radon.

Under the laws of the State of Florida, each prospective buyer is hereby advised that radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. The foregoing notice is provided in order to comply with state law and is for informational purposes only. The Developer does not conduct radon testing with respect to the Condominium and specifically disclaims any and all representations or warranties as to the absence of radon gas or radon producing conditions in connection with the Condominium.