As filed with the Securities and Exchange Commission on June 16, 2005

No. 333-_____

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-3

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

EQUITY LIFESTYLE PROPERTIES, INC.

(Exact name of registrant as specified in its charter)

Maryland	**36-3857664**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

Two North Riverside Plaza, Suite 800
Chicago, Illinois 60606
(312) 279-1400
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Ellen Kelleher, Esq.
Executive Vice President, General Counsel and Secretary
Equity LifeStyle Properties, Inc.
Two North Riverside Plaza, Suite 800
Chicago, Illinois 60606

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies of all communications, including communications sent to agent for service, should be sent to:

Thomas A. Monson
Jenner & Block LLP
One IBM Plaza
Chicago, Illinois 60611
(312) 222-9350

Approximate date of commencement of proposed sale to the public: From time to time after this registration statement becomes effective .

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box. o

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box. ☑

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box. o

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered (1)	Proposed Maximum Offering Price Per Unit (2)	Proposed Maximum Aggregate Offering Price (2)	Amount of Registration Fee
Common Stock, $.01 par value per share	1,124,187	$37.56	$42,224,464	$4,969.82

(1) In accordance with Rule 416 promulgated under the Securities Act of 1933, this Registration Statement shall be deemed to cover any additional number of shares of Common Stock to be offered or issued from stock splits, stock dividends or similar transactions.

(2) Estimated solely for the purpose of computing the registration fee in accordance with Rule 457(c) based on the average of the high and low reported sales prices on the New York Stock Exchange on June 13, 2005.

The registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

The information in this prospectus is not complete and may be changed. A registration statement relating to these securities has been filed with the Securities and Exchange Commission. We may not sell these securities and the selling stockholders may not resell these securities until the registration statement relating to these securities has been declared effective by the Securities and Exchange Commission. This prospectus is neither an offer to sell nor a solicitation of an offer to buy these securities in any jurisdiction where such offer or sale is unlawful.

PRELIMINARY DRAFT DATED JUNE 16, 2005, SUBJECT TO COMPLETION

EQUITY LIFESTYLE PROPERTIES, INC.

1,124,187 Shares of Common Stock

This Prospectus relates to the offer and sale from time to time (the "Offering") by the persons listed herein (the "Selling Stockholders"), of up to 1,124,187 of our shares of common stock, $.01 par value per share (the "Offered Stock"). We may issue the 1,124,187 shares of Offered Stock to the Selling Stockholders, which hold 1,124,187 units of limited partnership interest in MHC Operating Limited Partnership ("Units"), if and to the extent that such Selling Stockholders exchange their Units for shares of our Common Stock. We are registering the resale of the Offered Stock pursuant to a registration rights agreement. The registration of the resale of the Offered Stock does not necessarily mean that any of the shares of Offered Stock will be offered or sold by the Selling Stockholders. We will receive no proceeds of any sales of the Offered Stock, but we will incur expenses in connection with the offering.

Our shares of common stock, par value $.01 per share (the "Common Stock"), are listed on the New York Stock Exchange (the "NYSE") under the symbol "ELS."

Investing in our Common Stock involves certain risks. See "Risk Factors" beginning on page 3.

Neither the Securities and Exchange Commission nor any state securities commission has approved these securities or determined that this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this prospectus is , 2005.

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SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus, including the documents incorporated by reference in it, contains forward-looking statements with respect to our financial condition, results of operations and business. These statements may be made directly in this document or they may be made part of this document by reference to other documents filed with the Securities and Exchange Commission (the "Commission"), which is known as "incorporation by reference." You can find many of these statements by looking for words such as "believes," "expects," "anticipates," "estimates," "intends," "plans" or similar expressions in this prospectus or the documents incorporated by reference. These forward-looking statements are subject to numerous assumptions, risks and uncertainties, including, but not limited to: in the age-qualified communities, home sales results could be impacted by the ability of potential homebuyers to sell their existing residences as well as by financial markets volatility; in the all-age communities, results from home sales and occupancy will continue to be impacted by local economic conditions, lack of affordable manufactured home financing and competition from alternative housing options including site-built single-family housing; our ability to maintain rental rates and occupancy with respect to properties currently owned or pending acquisitions; our assumptions about rental and home sales markets; the completion of pending acquisitions and timing with respect thereto; the effect of interest rates as well as other risks indicated elsewhere in this prospectus or from time to time in our filings with the Commission. These forward-looking statements are based on management's present expectations and beliefs about future events. As with any projection or forecast, these statements are inherently susceptible to uncertainty and changes in circumstances. We are under no obligation to, and expressly disclaim any obligation to, update or alter these forward-looking statements whether as a result of such changes, new information, subsequent events or otherwise.

AVAILABLE INFORMATION

We file annual, quarterly and special reports, proxy statements and other information with the Commission. You may read and copy any document we file with the Commission at the Commission's public reference room at 100 F Street, N.E., Washington, D.C. 20549. Please call the Commission at 1-800-SEC-0330 for further information on the public reference room. The Commission also maintains a web site that contains reports, proxy and information statements, and other information regarding registrants that file electronically with the Commission (http://www.sec.gov). You can inspect reports and other information we file at the offices of the New York Stock Exchange, Inc., 20 Broad Street, New York, New York 10005.

We have filed a registration statement of which this prospectus is a part and related exhibits with the Commission under the Securities Act of 1933, as amended (the "Securities Act"). The registration statement contains additional information about us. You may inspect the registration statement and exhibits without charge at the office of the Commission at 100 F Street, N.E., Washington, D.C. 20549, and you may obtain copies from the Commission at prescribed rates.

You should rely only on the information contained in this prospectus or incorporated by reference in this prospectus. No dealer, salesperson or other person is authorized to give any information or to represent anything not contained or incorporated by reference in this prospectus. If anyone provides you with different, inconsistent or unauthorized information or representations, you must not rely on them. This prospectus is an offer to sell only the securities to which it relates, and only under circumstances and in jurisdictions where it is lawful to do so. The information contained in this prospectus is current only as of the date on the front cover of this prospectus.

Unless the context otherwise requires or as otherwise specified, references in this prospectus to the "Company," "we," "us" or "our" refer to Equity LifeStyle Properties, Inc. and its subsidiaries, including MHC Trust and MHC Operating Limited Partnership, except where we make clear that we mean only the parent company, Equity LifeStyle Properties, Inc. In addition, we sometimes refer to MHC Operating Limited Partnership as the "Operating Partnership."

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The documents listed below have been filed by the Company with the Commission and are incorporated herein by reference:

a. Annual Report on Form 10-K for the year ended December 31, 2004, filed March 29, 2005, as amended by the Form 10-K/A, filed March 31, 2005.

b. Quarterly Report on Form 10-Q for the quarter ended March 31, 2005, filed May 10, 2005.

c. Current Report on Form 8-K, filed January 26, 2005.

d. Current Report on Form 8-K, filed January 28, 2005.

e. Current Report on Form 8-K, filed March 4, 2005.

f. Current Report on Form 8-K, filed March 8, 2005.

g. Current Report on Form 8-K, filed March 11, 2005.

h. Current Reports on Form 8-K, filed March 29, 2005.

i. Current Report on Form 8-K, filed April 13, 2005.

j. Current Report on Form 8-K, filed April 19, 2005.

k. Current Report on Form 8-K, filed May 6, 2005.

l. Current Report on Form 8-K, filed May 19, 2005.

m. Current Report on Form 8-K, filed June 15, 2005.

n. The description of the Common Stock contained in the Company's Registration Statement on Form 8-A/A, filed February 22, 1993.

All documents filed by us pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), subsequent to the date of this prospectus and prior to the termination of the offering of all securities to which this prospectus relates shall be deemed to be incorporated by reference in this prospectus and to be a part hereof from the date of filing such documents.

Copies of all documents which are incorporated herein by reference (not including the exhibits to such documents, unless such exhibits are specifically incorporated by reference in such documents) will be provided without charge to each person, including any beneficial owner, to whom this prospectus is delivered, upon written or oral request. Requests should be directed to Equity LifeStyle Properties, Inc., Two North Riverside Plaza, Suite 800, Chicago, Illinois 60606, Attention: Corporate Secretary (telephone number: (312) 279-1400).

THE COMPANY

We are a fully integrated owner and operator of resort and retirement oriented properties ("Properties"). We lease individual developed areas with access to utilities for placement of factory built homes or recreational vehicles. We were formed to continue the property operations, business objectives and acquisition strategies of an entity that had owned and operated Properties since 1969. As of March 31, 2005, we owned or had an ownership interest in a portfolio of 275 Properties primarily located throughout the United States containing 101,285 residential sites. These Properties are located in 25 states and British Columbia (with the number of Properties in each state or province shown parenthetically) — Florida (84), California (46), Arizona (35), Texas (15), Washington (13),

Colorado (10), Oregon (9), Delaware (7), Indiana (7), Pennsylvania (7), Nevada (6), North Carolina (6), Wisconsin (5), Virginia (4), Illinois (3), Iowa (2), Michigan (2), New Jersey (2), Ohio (2), South Carolina (2), Tennessee (2), Utah (2), Montana (1), New Mexico (1), New York (1), and British Columbia (1). We are a self-administered and self-managed equity real estate investment trust ("REIT"). We own all of the voting stock of MHC Trust, a REIT which is the general partner of the Operating Partnership. We conduct substantially all of our business through the Operating Partnership and its subsidiaries.

RISK FACTORS

An investment in our Common Stock involves risks. You should carefully consider, among other factors, the matters described below before deciding to purchase our Common Stock.

Our Performance and Common Stock Value Are Subject to Risks Associated With the Real Estate Industry.

Adverse Economic Conditions and Other Factors Could Adversely Affect the Value of Our Properties and Our Cash Flow. Several factors may adversely affect the economic performance and value of our Properties. These factors include:

- changes in the national, regional and local economic climate;
- local conditions such as an oversupply of resort and retirement oriented properties or a reduction in demand for resort and retirement oriented properties in the area, the attractiveness of our Properties to customers, competition from manufactured home communities and other resort and retirement oriented properties and alternative forms of housing (such as apartment buildings and site-built single family homes);
- our ability to collect rent from customers and pay maintenance, insurance and other operating costs (including real estate taxes), which could increase over time;
- the failure of our assets to generate income sufficient to pay our expenses, service our debt and maintain our Properties, which may adversely affect our ability to make expected distributions to our stockholders;
- our inability to meet mortgage payments on any Property that is mortgaged, in which case the lender could foreclose on the mortgage and take the Property;
- interest rate levels and the availability of financing, which may adversely affect our financial condition; and
- changes in laws and governmental regulations (including rent control laws and regulations governing usage, zoning and taxes), which may adversely affect our financial condition.

New Acquisitions May Fail to Perform as Expected and Competition for Acquisitions May Result in Increased Prices for Properties. We intend to continue to acquire Properties. Newly acquired Properties may fail to perform as expected. We may underestimate the costs necessary to bring an acquired Property up to standards established for its intended market position. Difficulties in integrating acquisitions may prove costly or time-consuming and could divert management attention. Additionally, we expect that other real estate investors with significant capital will compete with us for attractive investment opportunities. These competitors include publicly traded REITs, private REITs and other types of investors. Such competition increases prices for Properties. We expect to acquire Properties with cash from secured or unsecured financings and proceeds from offerings of equity or debt. We may not be in a position or have the opportunity in the future to make suitable property acquisitions on favorable terms.

Because Real Estate Investments Are Illiquid, We May Not be Able to Sell Properties When Appropriate. Real estate investments generally cannot be sold quickly. We may not be able to vary our portfolio promptly in response to economic or other conditions, forcing us to accept lower than market value. This inability to respond promptly to

changes in the performance of our investments could adversely affect our financial condition and ability to service debt and make distributions to our stockholders.

Some Potential Losses Are Not Covered by Insurance. We carry comprehensive liability, fire, extended coverage and rental loss insurance on all of our Properties. We believe the policy specifications and insured limits of these policies are adequate and appropriate. There are, however, certain types of losses, such as lease and other contract claims, that generally are not insured. Should an uninsured loss or a loss in excess of insured limits occur, we could lose all or a portion of the capital we have invested in a Property, as well as the anticipated future revenue from the Property. In such an event, we might nevertheless remain obligated for any mortgage debt or other financial obligations related to the Property.

Debt Financing, Financial Covenants and Degree of Leverage Could Adversely Affect Our Economic Performance.

Scheduled Debt Payments Could Adversely Affect Our Financial Condition. Our business is subject to risks normally associated with debt financing. The total principal amount of our outstanding indebtedness was approximately $1.62 billion as of March 31, 2005. Our substantial indebtedness and the cash flow associated with serving our indebtedness could have important consequences, including the risks that:

- our cash flow could be insufficient to pay distributions at expected levels and meet required payments of principal and interest;
- we will be required to use a substantial portion of our cash flow from operations to pay our indebtedness, thereby reducing the availability of our cash flow to fund the implementation of our business strategy, acquisitions, capital expenditures and other general corporate purposes;
- our debt service obligations could limit our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate;
- we may not be able to refinance existing indebtedness (which in virtually all cases requires substantial principal payments at maturity) and, if we can, the terms of such refinancing might not be as favorable as the terms of existing indebtedness;
- if principal payments due at maturity cannot be refinanced, extended or paid with proceeds of other capital transactions, such as new equity capital, our cash flow will not be sufficient in all years to repay all maturing debt; and
- if prevailing interest rates or other factors at the time of refinancing (such as the possible reluctance of lenders to make commercial real estate loans) result in higher interest rates, increased interest expense would adversely affect cash flow and our ability to service debt and make distributions to stockholders.

Financial Covenants Could Adversely Affect Our Financial Condition. If a Property is mortgaged to secure payment of indebtedness and we are unable to meet mortgage payments, the mortgagee could foreclose on the Property, resulting in loss of income and asset value. The mortgages on our Properties contain customary negative covenants which, among other things, limit our ability, without the prior consent of the lender, to further mortgage the Property and to discontinue insurance coverage. In addition, our credit facilities contain certain customary restrictions, requirements and other limitations on our ability to incur indebtedness, including total debt to assets ratios, secured debt to total assets ratios, debt service coverage ratios and minimum ratios of unencumbered assets to unsecured debt. Foreclosure on mortgaged Properties or an inability to refinance existing indebtedness would likely have a negative impact on our financial condition and results of operations.

Our Degree of Leverage Could Limit Our Ability to Obtain Additional Financing. Our debt to market capitalization ratio (total debt as a percentage of total debt plus the market value of the outstanding Common Stock and Units held by parties other than the Company) is approximately 61% as of March 31, 2005. The degree of leverage could have important consequences to stockholders, including an adverse effect on our ability to obtain

additional financing in the future for working capital, capital expenditures, acquisitions, development or other general corporate purposes, and makes us more vulnerable to a downturn in business or the economy generally.

We Depend on Our Subsidiaries' Dividends and Distributions.

Substantially all of our assets are indirectly held through the Operating Partnership. As a result, we have no source of operating cash flow other than from distributions from the Operating Partnership. Our ability to pay dividends to holders of Common Stock depends on the Operating Partnership's ability first to satisfy its obligations to its creditors and make distributions payable to third party holders of its preferred Units and then to make distributions to MHC Trust and common Unit holders. Similarly, MHC Trust must satisfy its obligations to its creditors and preferred shareholders before making common stock distributions to us.

Stockholders' Ability to Effect Changes of Control of the Company is Limited.

Provisions of Our Charter and Bylaws Could Inhibit Changes of Control. Certain provisions of our charter and bylaws may delay or prevent a change of control of the Company or other transactions that could provide our stockholders with a premium over the then-prevailing market price of their Common Stock or which might otherwise be in the best interest of our stockholders. These include the Ownership Limit described below. Also, any future series of preferred stock may have certain voting provisions that could delay or prevent a change of control or other transaction that might involve a premium price or otherwise be good for our stockholders.

Maryland Law Imposes Certain Limitations on Changes of Control. Certain provisions of Maryland law prohibit "business combinations" (including certain issuances of equity securities) with any person who beneficially owns ten percent or more of the voting power of outstanding Common Stock, or with an affiliate of the Company who, at any time within the two-year period prior to the date in question, was the owner of ten percent or more of the voting power of the outstanding voting stock (an "Interested Stockholder"), or with an affiliate of an Interested Stockholder. These prohibitions last for five years after the most recent date on which the Interested Stockholder became an Interested Stockholder. After the five-year period, a business combination with an Interested Stockholder must be approved by two super-majority stockholder votes unless, among other conditions, our common stockholders receive a minimum price for their shares and the consideration is received in cash or in the same form as previously paid by the Interested Stockholder for its shares of Common Stock. The Board of Directors has exempted from these provisions under the Maryland law any business combination with Samuel Zell, who is the Chairman of the Board of the Company, certain holders of Units who received them at the time of our initial public offering, the General Motors Hourly Rate Employees Pension Trust and the General Motors Salaried Employees Pension Trust, and our officers who acquired Common Stock at the time we were formed and each and every affiliate of theirs.

We Have a Stock Ownership Limit for REIT Tax Purposes. To remain qualified as a REIT for U.S. federal income tax purposes, not more than 50% in value of our outstanding shares of capital stock may be owned, directly or indirectly, by five or fewer individuals (as defined in the federal income tax laws applicable to REITs) at any time during the last half of any taxable year. See "Material U.S. Federal Income Tax Considerations – Requirements for Qualification – General." To facilitate maintenance of our REIT qualification, our charter, subject to certain exceptions, prohibits Beneficial Ownership (as defined in our charter) by any single stockholder of more than 5% (in value or number of shares, whichever is more restrictive) of our outstanding capital stock. We refer to this as the "Ownership Limit." Within certain limits, our charter permits the Board of Directors to increase the Ownership Limit with respect to any class or series of stock. The Board of Directors, upon receipt of a ruling from the Internal Revenue Service, opinion of counsel, or other evidence satisfactory to the Board of Directors and upon fifteen days prior written notice of a proposed transfer which, if consummated, would result in the transferee owning shares in excess of the Ownership Limit, and upon such other conditions as the Board of Directors may direct, may exempt a stockholder from the Ownership Limit. Absent any such exemption, capital stock acquired or held in violation of the Ownership Limit will be transferred by operation of law to us as trustee for the benefit of the person to whom such capital stock is ultimately transferred, and the stockholder's rights to distributions and to vote would terminate. Such stockholder would be entitled to receive, from the proceeds of any subsequent sale of the capital stock transferred to us as trustee, the lesser of (i) the price paid for the capital stock or, if the owner did not pay for the capital stock (for example, in the case of a gift, devise or other such transaction), the market price of the capital stock on the date of the event causing the capital stock to be transferred to us as trustee or (ii) the amount realized

from such sale. A transfer of capital stock may be void if it causes a person to violate the Ownership Limit. The Ownership Limit could delay or prevent a change in control of the Company and, therefore, could adversely affect our stockholders' ability to realize a premium over the then-prevailing market price for their Common Stock.

Conflicts of Interest Could Influence the Company's Decisions.

Certain Stockholders Could Exercise Influence in a Manner Inconsistent With the Stockholders' Best Interests. As of March 11, 2005, Mr. Zell and certain affiliated holders beneficially owned approximately 16.1% of our outstanding Common Stock (in each case including Common Stock issuable upon the exercise of stock options and the exchange of Units). Accordingly, Mr. Zell has significant influence on our management and operation. Such influence could be exercised in a manner that is inconsistent with the interests of other stockholders.

Mr. Zell and His Affiliates Continue to be Involved in Other Investment Activities. Mr. Zell and his affiliates have a broad and varied range of investment interests, including interests in other real estate investment companies involved in other forms of housing, including multifamily housing. Mr. Zell and his affiliates may acquire interests in other companies. Mr. Zell may not be able to control whether any such company competes with the Company. Consequently, Mr. Zell's continued involvement in other investment activities could result in competition to the Company as well as management decisions which might not reflect the interests of our stockholders.

Risk of Eminent Domain and Tenant Litigation.

We own Properties in certain areas of the country where real estate values have increased faster than rental rates in our Properties either because of locally imposed rent control or long term leases. In such areas, we have learned that local government has investigated the possibility of seeking to take our Properties by eminent domain at values below the value of the underlying land. While no such eminent domain proceeding has been commenced, and we would exercise all of our rights in connection with any such proceeding, successful condemnation proceedings by municipalities could adversely affect our financial condition. Moreover, certain of our Properties located in California are subject to rent control ordinances, some of which not only severely restrict ongoing rent increases but also prohibit us from increasing rents upon turnover. Such regulation allows customers to sell their homes for a premium representing the value of the future discounted rent-controlled rents. As part of our effort to realize the value of our Properties subject to rent control, we have initiated lawsuits against several municipalities in California. In response to our efforts, tenant groups have filed lawsuits against us seeking not only to limit rent increases, but to be awarded large damage awards. If we are unsuccessful in our efforts to challenge rent control ordinances, it is likely that we will not be able to charge rents that reflect the intrinsic value of the affected Properties. Finally, tenant groups in non-rent controlled markets have also attempted to use litigation as a means of protecting themselves from rent increases reflecting the rental value of the applicable Properties. An unfavorable outcome in the customer group lawsuits could have an adverse impact on our financial condition.

Environmental Problems Are Possible and Can be Costly.

Federal, state and local laws and regulations relating to the protection of the environment may require a current or previous owner or operator of real estate to investigate and clean up hazardous or toxic substances or petroleum product releases at such property. The owner or operator may have to pay a governmental entity or third parties for property damage and for investigation and clean-up costs incurred by such parties in connection with the contamination. Such laws typically impose clean-up responsibility and liability without regard to whether the owner or operator knew of or caused the presence of the contaminants. Even if more than one person may have been responsible for the contamination, each person covered by the environmental laws may be held responsible for all of the clean-up costs incurred. In addition, third parties may sue the owner or operator of a site for damages and costs resulting from environmental contamination emanating from that site.

Environmental laws also govern the presence, maintenance and removal of asbestos. Such laws require that owners or operators of property containing asbestos properly manage and maintain the asbestos, that they notify and train those who may come into contact with asbestos and that they undertake special precautions, including removal or other abatement, if asbestos would be disturbed during renovation or demolition of a building. Such laws may impose fines and penalties on real property owners or operators who fail to comply with these requirements and may

allow third parties to seek recovery from owners or operators for personal injury associated with exposure to asbestos fibers.

We Have a Significant Concentration of Properties in Florida and California, and Natural Disasters or Other Catastrophic Events in These or Other States Could Adversely Affect the Value of Our Properties and Our Cash Flow.

As of December 31, 2004, we owned or had an ownership interest in 275 Properties located in 25 states and British Columbia, including 84 Properties located in Florida and 46 Properties located in California. The occurrence of a natural disaster or other catastrophic event in any of these areas may cause a sudden decrease in the value of our Properties. While we have obtained insurance policies providing certain coverage against damage from fire, flood, property, earthquake, wind storm and business interruption, these insurance policies contain coverage limits, limits on covered property and various deductible amounts that the Company must pay before insurance proceeds are available. Such insurance may therefore be insufficient to restore our economic position with respect to damage or destruction to our Properties caused by such occurrences. Moreover, each of these coverages must be renewed every year and there is the possibility that all or some of the coverages may not be available at a reasonable cost. In addition, in the event of such natural disaster or other catastrophic event, the process of obtaining reimbursement for covered losses, including the lag between expenditures incurred by us and reimbursements received from the insurance providers, could adversely affect our economic performance.

Market Interest Rates May Have an Effect on the Value of Our Common Stock.

One of the factors that investors consider important in deciding whether to buy or sell shares of a REIT is the distribution rates with respect to such shares (as a percentage of the price of such shares) relative to market interest rates. If market interest rates go up, prospective purchasers of REIT shares may expect a higher distribution rate. Higher interest rates would not, however, result in more funds for us to distribute and, in fact, would likely increase our borrowing costs and potentially decrease funds available for distribution. Thus, higher market interest rates could cause the market price of our publicly traded securities to go down.

We Are Dependent on External Sources of Capital.

To qualify as a REIT, we must distribute to our stockholders each year at least 90% of our REIT taxable income (determined without regard to the deduction for dividends paid and excluding any net capital gain). See “Material U.S. Federal Income Tax Considerations–Annual Distribution Requirements.” In addition, we intend to distribute all or substantially all of our net income so that we will generally not be subject to U.S. federal income tax on our earnings. Because of these distribution requirements, it is not likely that we will be able to fund all future capital needs, including for acquisitions, from income from operations. We therefore will have to rely on third-party sources of debt and equity capital financing, which may or may not be available on favorable terms or at all. Our access to third-party sources of capital depends on a number of things, including conditions in the capital markets generally and the market’s perception of our growth potential and our current and potential future earnings. Moreover, additional equity offerings may result in substantial dilution of stockholders’ interests, and additional debt financing may substantially increase our leverage.

Our Qualification as a REIT is Dependent on Compliance With U.S. Federal Income Tax Requirements.

We believe we have been organized and operated in a manner so as to qualify for taxation as a REIT, and we intend to continue to operate so as to qualify as a REIT for U.S. federal income tax purposes. See “Material U.S. Federal Income Tax Considerations – Taxation of the Company.” Qualification as a REIT for U.S. federal income tax purposes, however, is governed by highly technical and complex provisions of the Code for which there are only limited judicial or administrative interpretations. Our qualification as a REIT requires analysis of various facts and circumstances that may not be entirely within our control, and we cannot provide any assurance that the Internal Revenue Service (the “IRS”) will agree with our analysis. These matters can affect our qualification as a REIT. In addition, legislation, new regulations, administrative interpretations or court decisions might significantly change the tax laws with respect to the requirements for qualification as a REIT or the U.S. federal income tax consequences of qualification as a REIT.

If, with respect to any taxable year, we fail to maintain our qualification as a REIT (and specified relief provisions under the Code were not applicable to such disqualification), we could not deduct distributions to stockholders in computing our net taxable income and we would be subject to U.S. federal income tax on our net taxable income at regular corporate rates. Any U.S. federal income tax payable could include applicable alternative minimum tax. If we had to pay U.S. federal income tax, the amount of money available to distribute to stockholders and pay indebtedness would be reduced for the year or years involved, and we would no longer be required to distribute money to stockholders. In addition, we would also be disqualified from treatment as a REIT for the four taxable years following the year during which qualification was lost, unless we were entitled to relief under the relevant statutory provisions. Although we currently intend to operate in a manner designed to allow us to qualify as a REIT, future economic, market, legal, tax or other considerations may cause us to revoke the REIT election.

USE OF PROCEEDS

All of the shares of Offered Stock are being offered by the Selling Stockholders. We will not receive any of the proceeds from sale of the shares of Offered Stock covered by this prospectus by the Selling Stockholders. We will receive Units in the Operating Partnership in exchange for shares of Offered Stock that we may issue to the Selling Stockholders. We will pay all costs and expenses incurred in connection with the shares of Offered Stock, other than any brokerage fees and commissions, fees and disbursements of legal counsel for the Selling Stockholders and share transfer and other taxes attributable to the sale of the shares of Offered Stock, which will be paid by the Selling Stockholders.

SELLING STOCKHOLDERS

We may issue up to 1,124,187 shares of Offered Stock to the Selling Stockholders, if and to the extent that the Selling Stockholders exchange their Units and we issue the Selling Stockholders shares of Common Stock in connection therewith. The following table provides the names of the Selling Stockholders, the number of shares of Common Stock to be owned upon exchange of all Units held by the Selling Stockholders before the offering to which this prospectus relates, and the number of shares of Offered Stock offered by the Selling Stockholders. Since the Selling Stockholders may sell all, some or none of the Offered Stock, no estimate can be made of the number of shares of Offered Stock that will be sold by the Selling Stockholders or that will be owned by the Selling Stockholders upon completion of the offering. There is no assurance that the Selling Stockholders will sell any of the Offered Stock. The Offered Stock represents approximately 4.6% of the total shares of Common Stock (assuming the exchange of all outstanding Units held by the Selling Stockholders for shares of Common Stock) outstanding as of June 3, 2005.

Name of Selling Stockholder	Number of Shares of Common Stock Owned and Offered Hereby(1)
Charles H. Williams, Trustee of the Williams Family Revocable Living Trust dated May 19, 2003	65,466
Monte Vista, LLC (2)	1,058,721
Total	1,124,187

(1) The actual number of shares of Common Stock offered in this prospectus, and included in the registration statement of which this prospectus is a part, includes such additional shares of Common Stock to be offered or issued from stock splits, stock dividends or similar transactions, in accordance with Rule 416 of the Securities Act.

(2) The Units owned by Monte Vista, LLC have been pledged to a bank as security for an extension of credit from such bank to Monte Vista, LLC.

MATERIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following is a summary of the material U.S. federal income tax considerations relating to our qualification and taxation as a REIT and the acquisition, holding, and disposition of our stock. For purposes of this section, under the heading "Material U.S. Federal Income Tax Considerations," references to "the Company" and "our" refer only to Equity LifeStyle Properties, Inc. and not our subsidiaries or other lower-tier entities, except as otherwise indicated. This summary is based upon the Code, the regulations promulgated by the U.S. Treasury Department, or the Treasury regulations, current administrative interpretations and practices of the IRS (including administrative interpretations and practices expressed in private letter rulings which are binding on the IRS only with respect to the particular taxpayers who requested and received those rulings) and judicial decisions, all as currently in effect and all of which are subject to differing interpretations or to change, possibly with retroactive effect. No assurance can be given that the IRS would not assert, or that a court would not sustain, a position contrary to any of the tax consequences described below.

This summary is for general information only, and does not purport to discuss all aspects of U.S. federal income taxation that may be important to a particular stockholder in light of its investment or tax circumstances or to stockholders subject to special tax rules, such as: financial institutions, insurance companies, broker-dealers, regulated investment companies, trusts and estates, U.S. stockholders (as defined below) whose functional currency is not the U.S. dollar, persons who mark-to-market our stock, persons holding our stock as part of a "straddle," "hedge" or "conversion transaction," persons subject to the alternative minimum tax provisions of the Code, non-U.S. stockholders, and, except to the extent discussed below, tax-exempt organizations.

This summary assumes that stockholders will hold our stock as capital assets, which generally means as property held for investment.

THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF HOLDING OUR STOCK TO ANY PARTICULAR STOCKHOLDER WILL DEPEND ON THE STOCKHOLDER'S PARTICULAR TAX CIRCUMSTANCES. YOU ARE URGED TO CONSULT YOUR OWN TAX ADVISOR REGARDING THE U.S. FEDERAL, STATE, LOCAL, AND FOREIGN INCOME AND OTHER TAX CONSEQUENCES TO YOU, IN LIGHT OF YOUR PARTICULAR INVESTMENT OR TAX CIRCUMSTANCES, OF ACQUIRING, HOLDING, AND DISPOSING OF OUR STOCK.

Taxation of the Company

The Company has elected to be taxed as a REIT under the Code, commencing with its taxable year ended December 31, 1993. The Company believes that it has been organized and has operated in a manner which allows it to qualify for taxation as a REIT under the Code commencing with its taxable year ended December 31, 1993, and it intends to continue to be organized and operate in such a manner. In addition, each of MHC Trust ("MHC Trust"), and MHC T1000 Trust ("T1000," together with MHC Trust, the "subsidiary REITs"), intends to elect and to qualify to be taxed as a REIT commencing with its taxable year ended December 31, 2004. Each of the subsidiary REITs believes that it was organized and operated in a manner that will allow it to qualify for taxation as a REIT under the Code commencing with its taxable year ended December 31, 2004, and intends to continue to be organized and operate in such a manner.

In the opinion of Clifford Chance US LLP ("Clifford Chance"), commencing with the Company's taxable year ended December 31, 1999, the Company has been organized and operated in conformity with the requirements for qualification and taxation as a REIT under the Code, and its current method of operation will enable it to continue to meet the requirements for qualification and taxation as a REIT under the Code. It must be emphasized that the opinion of Clifford Chance is based on various assumptions relating to the Company's organization and operation, including that all factual representations and statements set forth in all relevant documents, records and instruments are true and correct, and that it will at all times operate in accordance with the method of operation described in its organizational documents and this prospectus, and is conditioned upon factual representations and covenants made by its management and affiliated entities, regarding its organization, assets, present and future conduct of its business operations and other items requiring its ability to meet the various requirements for qualification as a REIT, and assumes that such representations and covenants are accurate and complete and that it will take no action inconsistent with its qualification as a REIT. While the Company believes that it has been organized and operated

and intends to continue to operate so that it will qualify as a REIT, given the highly complex nature of the rules governing REITs, the ongoing importance of factual determinations and the possibility of future changes in its circumstances or applicable law, no assurance can be given by Clifford Chance or the Company that it will so qualify for any particular year. Clifford Chance will have no obligation to advise the Company or the holders of its stock of any subsequent change in the matters stated, represented or assumed or of any subsequent change in the applicable law. You should be aware that opinions of counsel are not binding on the IRS, and no assurance can be given that the IRS will not challenge the conclusions set forth in such opinions.

Qualification and taxation as a REIT depends on the Company's ability to meet, on a continuing basis, through actual results of operations, distribution levels and diversity of stock ownership, various qualification requirements imposed upon REITs by the Code. In addition, the Company's ability to qualify as a REIT will depend upon MHC Trust's operating results, organizational structure and ability to meet, on a continuing basis through actual annual results of operations, the various qualification requirements imposed upon REITs by the Code. Compliance by the Company and the subsidiary REITs with these requirements will not be reviewed on a continuing basis by Clifford Chance. No assurance can be given that the actual results of the Company's operations or the operations of MHC Trust for any taxable year will satisfy the requirements for qualification and taxation as a REIT.

Provided that each of the Company and the subsidiary REITs qualify for taxation as a REIT, each will generally be entitled to a deduction for dividends that it pays and, therefore, will not be subject to U.S. federal corporate income tax on its net income that is currently distributed to its stockholders. This treatment substantially eliminates the "double taxation" at the corporate and stockholder levels that results generally from investment in a corporation. Rather, income generated by a REIT generally is taxed only at the stockholder level, upon a distribution of dividends by the REIT.

If each of the Company and the subsidiary REITs qualify for taxation as a REIT, each will nonetheless be subject to U.S. federal income tax in the following circumstances:

- It will be taxed at regular corporate rates on any undistributed income, including undistributed net capital gains.
- It may be subject to the "alternative minimum tax" on its items of tax preference, if any.
- If it has net income from prohibited transactions, which are, in general, sales or other dispositions of property held primarily for sale to customers in the ordinary course of business, other than "foreclosure property" (as defined in the Code), such income will be subject to a 100% tax.
- If it elects to treat property that it acquires in connection with a foreclosure of a mortgage loan or from certain leasehold terminations as "foreclosure property," it may thereby avoid (a) the 100% tax on gain from a resale of that property (if the sale would otherwise constitute a prohibited transaction) and (b) the inclusion of any income from such property not qualifying for purposes of the REIT gross income tests discussed below, but the income from the sale or operation of the property may be subject to corporate income tax at the highest applicable rate (currently 35%).
- If it fails to satisfy the 75% gross income test or the 95% gross income test, as discussed below, but nonetheless maintains its qualification as a REIT because other requirements are met, it will be subject to a 100% tax on an amount equal to (a) the greater of (1) the amount by which it fails the 75% gross income test or (2) the amount by which it fails the 95% gross income test (for taxable years ended prior to January 1, 2005, the amount by which 90% of its gross income exceeded the amount qualifying under the 95% gross income test), as the case may be, multiplied by (b) a fraction intended to reflect its profitability.
- If it fails to satisfy any of the REIT asset tests, as described below, by larger than a *de minimis* amount, but its failure is due to reasonable cause and it nonetheless maintains its REIT qualification because of specified cure provisions, it will be required to pay a tax equal to the greater of $50,000 or the highest corporate tax rate (currently 35%) on the net income generated by the nonqualifying assets during the period in which it failed to satisfy the asset tests.

- If it fails to satisfy any provision of the Code that would result in its failure to qualify as a REIT (other than a gross income or asset test requirement) and the violation is due to reasonable cause, it may retain its REIT qualification but it will be required to pay a penalty of $50,000 for each such failure.

- If it fails to distribute during each calendar year at least the sum of (a) 85% of its REIT ordinary income for such year, (b) 95% of its REIT capital gain net income for such year and (c) any undistributed taxable income from prior periods, or the "required distribution," it will be subject to a 4% excise tax on the excess of the required distribution over the sum of (1) the amounts actually distributed (taking into account excess distributions from prior years), plus (2) retained amounts on which income tax is paid at the corporate level.

- It may be required to pay monetary penalties to the IRS in certain circumstances, including if it fails to meet record-keeping requirements intended to monitor its compliance with rules relating to the composition of its stockholders, as described below in "—Requirements for Qualification—General."

- A 100% excise tax may be imposed on some items of income and expense that are directly or constructively paid between a REIT and its "taxable REIT subsidiaries" ("TRS") (as described below) if and to the extent that the IRS successfully adjusts the reported amounts of these items.

- If it acquires appreciated assets from a corporation that is not a REIT in a transaction in which the adjusted tax basis of the assets in our hands is determined by reference to the adjusted tax basis of the assets in the hands of the non-REIT corporation, it will be subject to tax on such appreciation at the highest corporate income tax rate then applicable if it subsequently recognizes gain on a disposition of any such assets during the 10-year period following their acquisition from the non-REIT corporation. The results described in this paragraph assume that the non-REIT corporation will not elect, in lieu of this treatment, to be subject to an immediate tax when the asset is acquired.

- It may elect to retain and pay income tax on its net long-term capital gain. In that case, a stockholder would include its proportionate share of the REIT's undistributed long-term capital gain (to the extent the REIT makes a timely designation of such gain to the stockholder) in the stockholder's income, would be deemed to have paid the tax that the REIT paid on such gain, and would be allowed a credit for the stockholder's proportionate share of the tax deemed to have been paid, and an adjustment would be made to increase the stockholder's basis in the stock.

- It may have subsidiaries or own interests in other lower-tier entities that are subchapter C corporations, the earnings of which could be subject to U.S. federal corporate income tax.

In addition, the Company and its subsidiaries may be subject to a variety of taxes other than U.S. federal income tax, including payroll taxes and state, local, and foreign income, property and other taxes on assets and operations.

Requirements for Qualification – General

The Code defines a REIT as a corporation, trust or association:

(1) that is managed by one or more trustees or directors;

(2) the beneficial ownership of which is evidenced by transferable shares or by transferable certificates of beneficial interest;

(3) that would be taxable as a domestic corporation but for the special Code provisions applicable to REITs;

(4) that is neither a financial institution nor an insurance company subject to specific provisions of the Code;

(5) the beneficial ownership of which is held by 100 or more persons;

(6) in which, during the last half of each taxable year, not more than 50% in value of the outstanding stock is owned, directly or indirectly, by five or fewer "individuals" (as defined in the Code to include specified entities);

(7) which meets other tests described below, including with respect to the nature of its income and assets and the amount of its distributions; and

(8) that makes an election to be a REIT for the current taxable year or has made such an election for a previous taxable year that has not been terminated or revoked.

The Code provides that conditions (1) through (4) must be met during the entire taxable year, and that condition (5) must be met during at least 335 days of a taxable year of 12 months, or during a proportionate part of a shorter taxable year. Conditions (5) and (6) do not need to be satisfied for the first taxable year for which an election to become a REIT has been made. The Company's charter provides restrictions regarding the ownership and transfer of its shares, which are intended to assist in satisfying the share ownership requirements described in conditions (5) and (6) above. For purposes of condition (6), an "individual" generally includes a supplemental unemployment compensation benefit plan, a private foundation or a portion of a trust permanently set aside or used exclusively for charitable purposes, but does not include a qualified pension plan or profit sharing trust.

To monitor compliance with the share ownership requirements, each of the Company and the subsidiary REITs is generally required to maintain records regarding the actual ownership of its shares. To do so, each of the Company and the subsidiary REITs must demand written statements each year from the record holders of significant percentages of its stock, in which the record holders are to disclose the actual owners of the shares, *i.e.*, the persons required to include in gross income the dividends paid by each of the Company and the subsidiary REITs. A list of those persons failing or refusing to comply with this demand must be maintained as part of its records. Failure by any of the Company or the subsidiary REITs to comply with these record-keeping requirements could subject it to monetary penalties. If each of the Company and the subsidiary REITs satisfy these requirements and have no reason to know that condition (6) is not satisfied, it will be deemed to have satisfied such condition. A stockholder that fails or refuses to comply with the demand is required by Treasury regulations to submit a statement with its tax return disclosing the actual ownership of the shares and other information.

In addition, a corporation may not qualify as a REIT unless its taxable year is the calendar year. Each of the Company and the subsidiary REITs have and will continue to have a calendar taxable year.

Effect of Subsidiary Entities

Ownership of Partnership Interests. In the case of a REIT that is a partner in a partnership, including the Operating Partnership, Treasury regulations provide that the REIT is deemed to own its proportionate share of the partnership's assets and to earn its proportionate share of the partnership's gross income based on its *pro rata* share of capital interest in the partnership for purposes of the asset and gross income tests applicable to REITs, as described below. However, solely for purposes of the 10% value test, described below, the determination of a REIT's interest in partnership assets will be based on the REIT's proportionate interest in any securities issued by the partnership, excluding for these purposes, certain excluded securities as described in the Code. In addition, the assets and gross income of the partnership generally are deemed to retain the same character in the hands of the REIT. Thus, the proportionate share of each of the Company and the subsidiary REITs of the assets and items of income of partnerships in which it owns an equity interest is treated as its assets and items of income for purposes of applying the REIT requirements described below.

Disregarded Subsidiaries. If a REIT owns a corporate subsidiary that is a "qualified REIT subsidiary," that subsidiary is disregarded for U.S. federal income tax purposes, and all assets, liabilities and items of income, deduction and credit of the subsidiary are treated as assets, liabilities and items of income, deduction and credit of the REIT itself, including for purposes of the gross income and asset tests applicable to REITs, as summarized below. A qualified REIT subsidiary is any corporation, other than a TRS (as described below), that is wholly-owned by a REIT, by other disregarded subsidiaries or by a combination of the two. Single member limited liability companies that are wholly-owned by a REIT are also generally disregarded as separate entities for U.S. federal income tax purposes, including for purposes of the REIT gross income and asset tests.

Taxable REIT Subsidiaries. A REIT, in general, may jointly elect with a subsidiary corporation, whether or not wholly-owned, to treat the subsidiary corporation as a TRS. The separate existence of a TRS or other taxable corporation, unlike a disregarded subsidiary as discussed above, is not ignored for U.S. federal income tax purposes, and such an entity would generally be subject to corporate income tax on its earnings. A REIT is not treated as holding the assets of a TRS or other taxable subsidiary corporation or as receiving any income that the subsidiary earns. Rather, the stock issued by the subsidiary is an asset in the hands of the REIT, and the REIT generally recognizes as income the dividends, if any, that it receives from the subsidiary. A TRS may be used by the parent REIT to undertake indirectly activities that the REIT rules might otherwise preclude it from doing directly or through pass-through subsidiaries or render commercially unfeasible (for example, activities that give rise to certain categories of income such as nonqualifying hedging income or inventory sales).

Certain restrictions are imposed on TRSs intended to ensure that such entities will be subject to appropriate levels of U.S. federal income taxation. Generally, the Code limits the ability of a TRS to deduct certain interest payments made in any year to an affiliated REIT. In addition, if amounts are paid to a REIT or deducted by a TRS due to transactions between a REIT, its tenants and/or a TRS that exceed the amount that would be paid to or deducted by a party in an arm's length transaction, absent certain statutory safe harbor provisions, the REIT generally will be subject to an excise tax equal to 100% of such excess.

The Company, along with several of its corporate subsidiaries, made elections for those subsidiaries to be treated as TRSs for U.S. federal income tax purposes. In addition, following the Company's restructuring on February 27, 2004, MHC Trust, along with such corporate subsidiaries, made elections for those subsidiaries to be treated as TRSs of MHC Trust for U.S. federal income tax purposes. Each of the Company and the subsidiary REITs may form additional TRSs in the future.

Ownership of Subsidiary REITs

Pursuant to the Company's restructuring on February 27, 2004, the Company contributed all of its assets, including its entire interest in the Operating Partnership, to MHC Trust in exchange for substantially all of the common and preferred stock of MHC Trust. The Company has operated and intends to continue to operate MHC Trust in such a manner as to qualify for taxation as a REIT under the Code. As a result of the restructuring, MHC Trust, and not the Company, is treated as holding the properties and other assets that constitute the operations of the Company, and as receiving any income earned from such assets and operations for U.S. federal income tax purposes. Rather, all of the Company's assets consist of shares in MHC Trust and all of its income consists of dividends received on shares of MHC Trust. Distributions received by the Company from MHC Trust that are treated as dividend income for U.S. federal income tax purposes (as opposed to tax-free returns of capital) will be qualifying income for purposes of both the 95% and 75% gross income test requirements applicable to the Company, and shares in MHC Trust owned by the Company will be qualifying real estate assets for purposes of the REIT asset test requirements applicable to the Company, only to the extent that MHC Trust qualifies for taxation as a REIT. See "—Gross Income Tests," and "—Asset Tests." Accordingly, the Company's qualification as a REIT depends on MHC Trust satisfying the requirements for qualification as a REIT described above, and both the 95% and 75% gross income tests on an annual basis and the REIT asset tests at the close of each calendar quarter, as described more fully below. If MHC Trust were to fail to qualify for taxation as a REIT in any taxable year, the Company would also fail to qualify for taxation as a REIT for such taxable year. See "—Failure to Qualify."

Similarly, following the acquisition of T1000 by the Operating Partnership, T1000 has operated and intends to continue to operate in such a manner as to qualify for taxation as a REIT under the Code. Distributions treated as received by MHC Trust from T1000 that are treated as dividend income for U.S. federal income tax purposes (as opposed to tax-free returns of capital), will be qualifying income for purposes of both the 95% and 75% gross income test requirements applicable to MHC Trust, and shares in T1000 owned by MHC Trust will be qualifying real estate assets for purposes of the REIT asset test requirements applicable to MHC Trust, only to the extent that T1000 qualifies for taxation as a REIT. See "—Gross Income Tests," and "—Asset Tests." MHC Trust and T1000 have made a protective joint election, and will make an annual protective joint election effective on or before the close of the first quarter of the calendar year, to treat T1000 as a TRS of MHC Trust. The protective TRS election is to be effective only if T1000 were to fail to qualify as a REIT for the taxable year in which the protective TRS election is in place, and is not intended as a revocation of T1000's election to qualify for taxation as a REIT. If T1000 were to fail to qualify for taxation as a REIT in any taxable year, distributions received by MHC Trust from

T1000 that are treated as dividend income for U.S. federal income tax purposes (as opposed to tax-free returns of capital), will be qualifying income for purposes of the 95% gross income test, but not the 75% gross income test, and shares in T1000 owned by MHC Trust will not be qualifying real estate assets for purposes of the REIT asset test.

Gross Income Tests

In order to maintain qualification as a REIT, each of the Company and the subsidiary REITs annually must satisfy two gross income tests. First, at least 75% of its gross income for each taxable year, excluding gross income from sales of inventory or dealer property in "prohibited transactions," must be derived from investments relating to real property or mortgages on real property, including "rents from real property," dividends received from other REITs, interest income derived from mortgage loans secured by real property (including certain types of mortgage-backed securities), and gains from the sale of real estate assets, as well as income from certain kinds of temporary investments. Second, at least 95% of its gross income in each taxable year, excluding gross income from prohibited transactions, must be derived from some combination of income that qualifies under the 75% income test described above, as well as other dividends, interest, and gain from the sale or disposition of stock or securities, which need not have any relation to real property.

Dividend Income. Dividends received (directly or indirectly) from a REIT, to the extent of the current and accumulated earnings and profits of the distributing REIT, will be qualifying income for purposes of both the 95% and 75% gross income tests. Distributions received (directly or indirectly) from TRSs or other corporations that are not REITs or qualified REIT subsidiaries will be classified as dividend income to the extent of the current and accumulated earnings and profits of the distributing corporation. Such distributions will generally constitute qualifying income for purposes of the 95% gross income test, but not under the 75% gross income test.

Rents from Real Property. Rents received will qualify as "rents from real property" in satisfying the gross income tests described above, only if several conditions are met, including the following. If rent attributable to personal property leased in connection with real property is greater than 15% of the total rent received under any particular lease, then all of the rent attributable to such personal property will not qualify as rents from real property. The determination of whether an item of personal property constitutes real or personal property under the REIT provisions of the Code is subject to both legal and factual considerations and is therefore subject to different interpretations.

In addition, in order for rents received to qualify as "rents from real property," the rent must not be based in whole or in part on the income or profits of any person. However, an amount will not be excluded from rents from real property solely by being based on a fixed percentage or percentages of sales. Moreover, for rents received to qualify as "rents from real property," the REIT generally must not operate or manage the property or furnish or render certain services to the tenants of such property, other than through an "independent contractor" who is adequately compensated and from which the REIT derives no income, or through a TRS. A REIT is permitted, however, to perform services that are "usually or customarily rendered" in connection with the rental of space for occupancy only and are not otherwise considered rendered to the occupant of the property. In addition, a REIT may directly or indirectly provide non-customary services to tenants without disqualifying all of the rent from the property if the payment for such services does not exceed 1% of the total gross income from the property. In such a case, only the amounts for non-customary services are not treated as rents from real property and the provision of the services does not disqualify the related rent. Moreover, a REIT is permitted to provide services to tenants or others through a TRS without disqualifying the rental income received from tenants for purposes of the REIT income tests.

Rental income will qualify as rents from real property only to the extent that the REIT does not directly or constructively own, (1) in the case of any tenant which is a corporation, stock possessing 10% or more of the total combined voting power of all classes of stock entitled to vote, or 10% or more of the total value of shares of all classes of stock of such tenant, or (2) in the case of any tenant which is not a corporation, an interest of 10% or more in the assets or net profits of such tenant. However, rental payments from a TRS will qualify as rents from real property even if the REIT owns more than 10% of the combined voting power of the TRS if at least 90% of the property is leased to unrelated tenants and the rent paid by the TRS is substantially comparable to the rent paid by the unrelated tenants for comparable space.

T1000 net leases its campground properties to an independent operator in exchange for its payment of rent. In order for the rent payable under the lease to constitute “rents from real property,” the lease must be respected as a true lease for U.S. federal income tax purposes and not treated as a service contract, joint venture or some other type of arrangement. The determination of whether leases are true leases depends on an analysis of all the surrounding facts and circumstances. The Company believes that the lease is treated as a true lease for U.S. federal income tax purposes. If the net lease were characterized as a service contract or partnership agreement, rather than as a true lease, part or all of the payments that T1000 receives as rent from the lessee may not be considered rent or may not otherwise satisfy the requirements for qualification as “rents from real property.” In that case, T1000 will not be able to satisfy either the 75% or 95% gross income tests and, as a result, could fail to qualify as a REIT.

Interest Income. Interest income constitutes qualifying mortgage interest for purposes of the 75% gross income test to the extent that the obligation is secured by a mortgage on real property. If interest income is received with respect to a mortgage loan that is secured by both real property and other property and the highest principal amount of the loan outstanding during a taxable year exceeds the fair market value of the real property on the date that the mortgage loan is acquired or originated, the interest income will be apportioned between the real property and the other property, and income from the arrangement will qualify for purposes of the 75% gross income test only to the extent that the interest is allocable to the real property. Even if a loan is not secured by real property or is undersecured, the income that it generates may nonetheless qualify for purposes of the 95% gross income test.

To the extent that interest income is derived from a loan where all or a portion of the amount of interest payable is contingent, such income generally will qualify for purposes of the gross income tests only if it is based upon the gross receipts or sales and not the net income or profits of any person.

Failure to Satisfy the Gross Income Tests. Each of the Company and the subsidiary REITs intends to monitor its sources of income, including any non-qualifying income received, so as to ensure its compliance with the gross income tests. If any of the Company or the subsidiary REITs fails to satisfy one or both of the 75% or 95% gross income tests for any taxable year, it may still qualify as a REIT for the year if the failure to meet these tests was due to reasonable cause and not due to willful neglect and, following the identification of such failure, it sets forth a description of each item of gross income that satisfies the gross income tests in a schedule for the taxable year filed in accordance with regulations prescribed by the Treasury. It is not possible to state whether the Company or the subsidiary REITs would be entitled to the benefit of these relief provisions in all circumstances. If these relief provisions are inapplicable to a particular set of circumstances involving any of the Company or the subsidiary REITs, it would not qualify as a REIT. As discussed above under “ —Taxation of the Company,” even where these relief provisions apply, a tax would be imposed upon the profit attributable to the amount by which it fails to satisfy the particular gross income test.

Asset Tests

At the close of each calendar quarter, each of the Company and the subsidiary REITs must also satisfy four tests relating to the nature of its assets. First, at least 75% of the value of its total assets must be represented by “real estate assets,” cash, cash items, U.S. government securities and, under some circumstances, stock or debt instruments purchased with new capital. For this purpose, real estate assets include interests in real property, such as land, buildings, leasehold interests in real property, stock of other corporations that qualify as REITs and certain kinds of mortgage loans. Second, except for securities that qualify as real estate assets for purposes of the 75% test and securities of TRSs and qualified REIT subsidiaries, the value of any one issuer’s securities owned by each of the Company and the subsidiary REITs may not exceed 5% of the value of its gross assets. Third, except for securities that qualify as real estate assets for purposes of the 75% test and securities of TRSs and qualified REIT subsidiaries, each of the Company and the subsidiary REITs may not own more than 10% of any one issuer’s outstanding securities, as measured by either voting power or value. Fourth, the aggregate value of all securities of TRSs held by each of the Company and the subsidiary REITs may not exceed 20% of the value of its gross assets.

The 10% value test does not apply to certain “straight debt” and other excluded securities, as described in the Code, including but not limited to any loan to an individual or an estate, any obligation to pay rents from real property and any security issued by a REIT. In addition, (a) a REIT’s interest as a partner in a partnership is not considered a security for purposes of applying the 10% value test; (b) any debt instrument issued by a partnership (other than straight debt or other excluded securities) will not be considered a security issued by the partnership if at

least 75% of the partnership's gross income is derived from sources that would qualify for the 75% REIT gross income test; and (c) any debt instrument issued by a partnership (other than straight debt or other excluded security) will not be considered a security issued by the partnership to the extent of the REIT's interest as a partner in the partnership.

After initially meeting the asset tests at the close of any quarter, each of the Company and the subsidiary REITs will not lose its qualification as a REIT for failure to satisfy the asset tests at the end of a later quarter solely by reason of changes in asset values. If any of the Company or the subsidiary REITs fails to satisfy the asset tests because it acquires securities during a quarter, it can cure this failure by disposing of sufficient non-qualifying assets within 30 days after the close of that quarter. If any of the Company or the subsidiary REITs fails the 5% asset test or the 10% vote or value asset tests at the end of any quarter and such failure is not cured within 30 days thereafter, it may dispose of sufficient assets (generally within six months after the last day of the quarter in which the identification of the failure to satisfy these asset tests occurred) to cure such a violation that does not exceed the lesser of 1% of its assets at the end of the relevant quarter or $10,000,000. If any of the Company or the subsidiary REITs fails any of the asset tests (including a failure of the 5% and 10% asset tests) in excess of the *de minimis* amount described above, as long as such failure was due to reasonable cause and not willful neglect, it is permitted to avoid disqualification as a REIT, after the 30 day cure period, by taking steps including the disposition of sufficient assets to meet the asset test (generally within six months after the last day of the quarter in which the identification of the failure to satisfy the REIT asset test occurred) and paying a tax equal to the greater of $50,000 or the highest corporate income tax rate (currently 35%) on the net income generated by the nonqualifying assets during the period in which it failed to satisfy the asset test.

The Company received a ruling from the IRS that loans made by the Operating Partnership to purchasers of factory built homes that are secured by the factory built home, and for which the Operating Partnership has the power to collect payment and foreclose upon default and are amounts collected for the use or forbearance of money and not for services rendered, will be treated as "real estate assets" for purposes of the REIT gross income and asset tests, and the Company's allocable share of amounts received by the Operating Partnership as interest with respect to such loans will qualify as "interest on obligations secured by mortgages on real property" for purposes of the 75% gross income test, described above.

The Company believes that the Properties and mortgage related securities (including loans secured by factory built homes) held by the Operating Partnership generally will be qualifying assets for purposes of the 75% asset test. However, other debt instruments secured by non-real estate assets, or unsecured debt securities may not be qualifying assets for purposes of the 75% asset test. Moreover, values of some assets, such as the value of the TRSs, may not be susceptible to a precise determination and are subject to change in the future. Furthermore, the proper classification of an instrument as debt or equity for U.S. federal income tax purposes may be uncertain in some circumstances, which could affect the application of the REIT asset tests. As an example, if an investment in equity securities of a REIT issuer were determined by the IRS to represent debt securities of such issuer, such securities would also not qualify as real estate assets. Accordingly, there can be no assurance that the IRS will not contend that interests in subsidiaries or in the securities of other issuers (including REIT issuers) cause a violation of the REIT asset tests.

Annual Distribution Requirements

In order to qualify as a REIT, each of the Company and the subsidiary REITs is required to distribute dividends, other than capital gain dividends, to its stockholders in an amount at least equal to:

(a) the sum of: 90% of its "REIT taxable income" (computed without regard to the deduction for dividends paid and net capital gains) and 90% of the net income (after tax), if any, from "foreclosure property" (as defined in the Code); minus

(b) the sum of specified items of non-cash income that exceeds a percentage of our income.

These distributions must be paid in the taxable year to which they relate or in the following taxable year if such distributions are declared in October, November or December of the taxable year, are payable to stockholders of record on a specified date in any such month and are actually paid before the end of January of the following year. Such distributions are treated as both paid by the REIT and received by each stockholder on December 31 of the

year in which they are declared. In addition, at the REIT's election, a distribution for a taxable year may be declared before it timely files its tax return for the year and be paid with or before the first regular dividend payment after such declaration, provided that such payment is made during the 12-month period following the close of such taxable year. These distributions are taxable to stockholders in the year in which paid, even though the distributions relate to the REIT's prior taxable year for purposes of the 90% distribution requirement.

To the extent that a REIT distributes at least 90%, but less than 100%, of its "REIT taxable income," as adjusted, it will be subject to tax at ordinary corporate tax rates on the retained portion. In addition, the REIT may elect to retain, rather than distribute, its net long-term capital gains and pay tax on such gains.

If a REIT fails to distribute during each calendar year at least the sum of (a) 85% of its REIT ordinary income for such year, (b) 95% of its REIT capital gain net income for such year and (c) any undistributed taxable income from prior periods, it will be subject to a 4% excise tax on the excess of such required distribution over the sum of (x) the amounts actually distributed (taking into account excess distributions from prior periods) and (y) the amounts of income retained on which it paid corporate income tax. Each of the Company and the subsidiary REITs intends to make timely distributions so that it is not subject to the 4% excise tax.

It is possible that any of the Company or the subsidiary REITs, from time to time, may not have sufficient cash to meet the distribution requirements due to timing differences between (a) the actual receipt of cash, including receipt of distributions from its subsidiaries and (b) the inclusion of items in its income for U.S. federal income tax purposes. In the event that such timing differences occur, in order to meet the distribution requirements, it might be necessary to arrange for short-term, or possibly long-term, borrowings or to pay dividends in the form of taxable in-kind distributions of property.

A REIT may be able to rectify a failure to meet the distribution requirements for a year by paying "deficiency dividends" to stockholders in a later year, which may be included in its deduction for dividends paid for the earlier year. In this case, the REIT may be able to avoid losing its qualification as a REIT or being taxed on amounts distributed as deficiency dividends. However, it will be required to pay interest and a penalty based on the amount of any deduction taken for deficiency dividends.

Failure to Qualify

In the event that any of the Company or the subsidiary REITs violates a provision of the Code that would result in its failure to qualify as a REIT, specified relief provisions will be available to avoid such disqualification if (1) the violation is due to reasonable cause, (2) it pays a penalty of $50,000 for each failure to satisfy the provision and (3) the violation does not include a violation under the gross income or asset tests described above (for which other specified relief provisions are available). This cure provision reduces the instances that could lead to disqualification as a REIT for violations due to reasonable cause. If any of the Company or the subsidiary REITs fails to qualify for taxation as a REIT in any taxable year and none of the relief provisions of the Code apply, it will be subject to tax, including any applicable alternative minimum tax, on its taxable income at regular corporate rates. Distributions to its stockholders in any year in which it is not a REIT will not be deductible, nor will they be required to be made. Unless entitled to relief under the specific statutory provisions, it will also be disqualified from re-electing to be taxed as a REIT for the four taxable years following a year during which qualification was lost. It is not possible to state whether, in all circumstances, any of the Company or the subsidiary REITs will be entitled to statutory relief. In addition, although we currently intend to operate in a manner designed to allow us to qualify as a REIT, future economic, market, legal, tax or other considerations may cause us to revoke the REIT election.

Taxation of Taxable U.S. Stockholders

This section summarizes the taxation of U.S. stockholders that are not tax-exempt organizations. For these purposes, a U.S. stockholder is a beneficial owner of the Company's stock that for U.S. federal income tax purposes is: a citizen or resident of the United States; a corporation (including an entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States or of a political subdivision thereof (including the District of Columbia); an estate whose income is subject to U.S. federal income taxation regardless of its source; or any trust if (1) a U.S. court is able to exercise primary supervision over the administration of such trust and one or more U.S. persons have the authority to control all substantial decisions of the trust or (2) it has a valid election in place to be treated as a U.S. person.

If an entity or arrangement treated as a partnership for U.S. federal income tax purposes holds the Company's stock, the U.S. federal income tax treatment of a partner generally will depend upon the status of the partner and the activities of the partnership. A partner of a partnership holding the Company's stock should consult its own tax advisor regarding the U.S. federal income tax consequences to the partner of the acquisition, ownership and disposition of the Company's stock by the partnership.

Distributions. Provided that the Company qualifies as a REIT, distributions made to its taxable U.S. stockholders out of current and accumulated earnings and profits, and not designated as capital gain dividends, will generally be taken into account by them as ordinary dividend income and will not be eligible for the dividends received deduction for corporations. In determining the extent to which a distribution with respect to the Company's stock constitutes a dividend for U.S. federal income tax purposes, earnings and profits will be allocated first to distributions with respect to the Company's preferred stock, if any, and then to the Company's common stock. Dividends received from REITs are generally not eligible to be taxed at the preferential qualified dividend income rates applicable to individual U.S. stockholders who receive dividends from taxable subchapter C corporations.

In addition, distributions from the Company that are designated as capital gain dividends will be taxed to U.S. stockholders as long-term capital gains, to the extent that they do not exceed the actual net capital gain of the Company for the taxable year, without regard to the period for which the U.S. stockholder has held its stock. To the extent that the Company elects under the applicable provisions of the Code to retain its net capital gains, U.S. stockholders will be treated as having received, for U.S. federal income tax purposes, the undistributed capital gains as well as a corresponding credit for taxes paid by the Company on such retained capital gains. U.S. stockholders will increase their adjusted tax basis in their stock by the difference between their allocable share of such retained capital gain and their share of the tax paid by the Company. Corporate U.S. stockholders may be required to treat up to 20% of some capital gain dividends as ordinary income. Long-term capital gains are generally taxable at maximum federal rates of 15% (through 2008) in the case of U.S. stockholders who are individuals, and 35% for corporations. Capital gains attributable to the sale of depreciable real property held for more than 12 months are subject to a 25% maximum U.S. federal income tax rate for individual U.S. stockholders who are individuals, to the extent of previously claimed depreciation deductions.

Distributions in excess of the Company's current and accumulated earnings and profits will not be taxable to a U.S. stockholder to the extent that they do not exceed the adjusted tax basis of the U.S. stockholder's shares in respect of which the distributions were made, but rather will reduce the adjusted tax basis of these shares. To the extent that such distributions exceed the adjusted tax basis of an individual U.S. stockholder's shares, they will be included in income as long-term capital gain, or short-term capital gain if the shares have been held for one year or less. In addition, any dividend declared by the Company in October, November or December of any year and payable to a U.S. stockholder of record on a specified date in any such month will be treated as both paid by the Company and received by the U.S. stockholder on December 31 of such year, provided that the dividend is actually paid before the end of January of the following calendar year.

With respect to U.S. stockholders who are taxed at the rates applicable to individuals, the Company may elect to designate a portion of its distributions paid to such U.S. stockholders as qualified dividend income. A portion of a distribution that is properly designated as qualified dividend income is taxable to non-corporate U.S. stockholders as capital gain, provided that holding period and other requirements are met by both the Company and the U.S. stockholder. The maximum amount of the Company's distributions eligible to be designated as qualified dividend income for a taxable year is equal to the sum of:

(a) the qualified dividend income received by the Company during such taxable year from non-REIT C corporations (including dividends from MHC Trust attributable the TRSs, which are subject to U.S. federal income tax, provided that MHC Trust designates such dividends as qualified dividend income);

(b) the excess of any "undistributed" REIT taxable income recognized during the immediately preceding year over the U.S. federal income tax paid by the Company with respect to such undistributed REIT taxable income; and

(c) the excess of any income recognized during the immediately preceding year attributable to the sale of a built-in-gain asset that was acquired in a carry-over basis transaction from a non-REIT C corporation over the U.S. federal income tax paid by the Company with respect to such built-in gain.

Dispositions of the Company's Stock

In general, a U.S. stockholder will realize gain or loss upon the sale, redemption or other taxable disposition of the Company's stock in an amount equal to the difference between the sum of the fair market value of any property and the amount of cash received in such disposition and the U.S. stockholder's adjusted tax basis in the stock at the time of the disposition. In general, capital gains recognized by individuals and other non-corporate U.S. stockholders upon the sale or disposition of shares of the Company's stock will be subject to a maximum U.S. federal income tax rate of 15% for taxable years through 2008, if the stock is held for more than 12 months, and will be taxed at ordinary income rates (of up to 35% through 2010) if the stock is held for 12 months or less. Gains recognized by U.S. stockholders that are corporations are subject to U.S. federal income tax at a maximum rate of 35%, whether or not classified as long-term capital gains. The IRS has the authority to prescribe, but has not yet prescribed, regulations that would apply a capital gain tax rate of 25% (which is generally higher than the long-term capital gain tax rates for non-corporate holders) to a portion of capital gain realized by a non-corporate holder on the sale of REIT stock or depositary shares that would correspond to the REIT's "unrecaptured Section 1250 gain." Holders are advised to consult with their own tax advisors with respect to their capital gain tax liability. The ability of a U.S. stockholder to deduct capital losses may be subject to limitations under the Code.

Passive Activity Losses and Investment Interest Limitations

Distributions made by the Company and gain arising from the sale or exchange by a U.S. stockholder of the Company's stock will not be treated as passive activity income. As a result, U.S. stockholders will not be able to apply any "passive losses" against income or gain relating to the Company's stock. Distributions made by the Company, to the extent they do not constitute a return of capital, generally will be treated as investment income for purposes of computing the investment interest limitation. A U.S. stockholder that elects to treat capital gain dividends, capital gains from the disposition of stock or qualified dividend income as investment income for purposes of the investment interest limitation will be taxed at ordinary income rates on such amounts.

Backup Withholding and Information Reporting

The Company will report to its U.S. stockholders and the IRS the amount of dividends paid during each calendar year and the amount of any tax withheld. Under the backup withholding rules, a U.S. stockholder may be subject to backup withholding with respect to dividends paid unless the holder is a corporation or comes within other exempt categories and, when required, demonstrates this fact or provides a taxpayer identification number or social security number, certifies as to no loss of exemption from backup withholding and otherwise complies with applicable requirements of the backup withholding rules. A U.S. stockholder that does not provide his or her correct taxpayer identification number or social security number may also be subject to penalties imposed by the IRS. Backup withholding is not an additional tax. In addition, the Company may be required to withhold a portion of capital gain distribution to any U.S. stockholder who fails to certify their non-foreign status.

Any amounts withheld under the backup withholding rules may be allowed as a refund or a credit against such holder's U.S. federal income tax liability provided the required information is furnished to the IRS.

Taxation of Tax-Exempt U.S. Stockholders

U.S. tax-exempt entities, including qualified employee pension and profit sharing trusts and individual retirement accounts, generally are exempt from U.S. federal income taxation. However, they are subject to taxation on their unrelated business taxable income, which we refer to in this prospectus as UBTI. While many investments in real estate may generate UBTI, the IRS has ruled that dividend distributions from a REIT to a tax-exempt entity do not constitute UBTI. Based on that ruling, and provided that (1) a tax-exempt U.S. stockholder has not held the Company's stock as "debt financed property" within the meaning of the Code (*i.e.* where the acquisition or holding of the property is financed through a borrowing by the tax-exempt stockholder), and (2) the stock is not otherwise used in an unrelated trade or business, distributions from the Company and income from the sale of the Company's stock generally should not give rise to UBTI to a tax-exempt U.S. stockholder.

Tax-exempt U.S. stockholders that are social clubs, voluntary employee benefit associations, supplemental unemployment benefit trusts, and qualified group legal services plans exempt from U.S. federal income taxation

under Sections 501(c)(7), (c)(9), (c)(17) and (c)(20) of the Code, respectively, are subject to different UBTI rules, which generally will require them to characterize distributions from the Company as UBTI.

In certain circumstances, a pension trust (1) that is described in Section 401(a) of the Code, (2) is tax exempt under Section 501(a) of the Code, and (3) that owns more than 10% of the Company's stock could be required to treat a percentage of the dividends from the Company as UBTI if the Company is a "pension-held REIT." The Company will not be a pension-held REIT unless (1) either (A) one pension trust owns more than 25% of the value of the Company's stock, or (B) a group of pension trusts, each individually holding more than 10% of the value of the Company's stock, collectively owns more than 50% of such stock; and (2) the Company would not have qualified as a REIT but for the fact that Section 856(h)(3) of the Code provides that stock owned by such trusts shall be treated, for purposes of the requirement that not more than 50% of the value of the outstanding stock of a REIT is owned, directly or indirectly, by five or fewer "individuals" (as defined in the Code to include certain entities) by the beneficiaries of such trusts. The Company has not been, and does not expect to be treated as a pension-held REIT for these purposes, although the Company cannot assume that this will always be the case.

Tax-exempt U.S. stockholders are urged to consult their own tax advisors regarding the U.S. federal, state, local and foreign tax consequences of owning the Company's stock.

Taxation of Non-U.S. Stockholders

Special rules apply to the acquisition, ownership and disposition of the Company's stock by non-U.S. stockholders that may differ from the U.S. federal income tax consequences that generally apply to U.S. stockholders, as described above. Accordingly, non-U.S. stockholders are urged to consult their own tax advisors regarding the U.S. federal, state, local and foreign tax consequences of owning the Company's stock.

State, Local and Foreign Taxes

Our Company and our subsidiaries and stockholders may be subject to state, local or foreign taxation in various jurisdictions, including those in which it or they transact business, own property or reside. The Company, through the subsidiary REITs, the Operating Partnership and other subsidiaries, owns interests in properties located in a number of jurisdictions, and may be required to file tax returns in certain of those jurisdictions. The state, local or foreign tax treatment of our Company and our stockholders may not conform to the U.S. federal income tax treatment discussed above. Any foreign taxes incurred by the Company would not pass through to stockholders as a credit against their U.S. federal income tax liability. Stockholders should consult their own tax advisors regarding the application and effect of state, local and foreign income and other tax laws on an investment in our Company's stock.

PLAN OF DISTRIBUTION

We are registering the shares of Common Stock on behalf of the Selling Stockholders. Sales of shares may be made by the Selling Stockholders, including their donees, transferees, pledgees or other successors-in-interest directly to purchasers or to or through underwriters, broker-dealers or through agents. Sales may be made from time to time on the New York Stock Exchange, any other exchange or market upon which our shares may trade in the future, in the over-the-counter market or otherwise, at market prices prevailing at the time of sale, at prices related to market prices, or at negotiated or fixed prices. The shares may be sold by one or more of, or a combination of, the following:

- a block trade in which the broker-dealer so engaged will attempt to sell the shares as agent but may position and resell a portion of the block as principal to facilitate the transaction (including crosses in which the same broker acts as agent for both sides of the transaction);
- purchases by a broker-dealer as principal and resale by such broker-dealer, including resales for its account, pursuant to this prospectus;
- ordinary brokerage transactions and transactions in which the broker solicits purchases;

- through options, swaps or derivatives;
- privately negotiated transactions;
- in making short sales or in transactions to cover short sales; and
- put or call option transactions relating to the shares.

The Selling Stockholders may effect these transactions by selling shares directly to purchasers or to or through broker-dealers, which may act as agents or principals. These broker-dealers may receive compensation in the form of discounts, concessions or commissions from the selling security holders and/or the purchasers of shares for whom such broker-dealers may act as agents or to whom they sell as principals, or both (which compensation as to a particular broker-dealer might be in excess of customary commissions). The Selling Stockholders have advised us that they have not entered into any agreements, understandings or arrangements with any underwriters or broker-dealers regarding the sale of their securities.

The Selling Stockholders may enter into hedging transactions with broker-dealers or other financial institutions. In connection with those transactions, the broker-dealers or other financial institutions may engage in short sales of the shares or of securities convertible into or exchangeable for the shares in the course of hedging positions they assume with the Selling Stockholders. The Selling Stockholders may also enter into options or other transactions with broker-dealers or other financial institutions which require the delivery of shares offered by this prospectus to those broker-dealers or other financial institutions. The broker-dealer or other financial institution may then resell the shares pursuant to this prospectus (as amended or supplemented, if required by applicable law, to reflect those transactions).

The Selling Stockholders and any broker-dealers that act in connection with the sale of shares may be deemed to be “underwriters” within the meaning of Section 2(11) of the Securities Act, and any commissions received by broker-dealers or any profit on the resale of the shares sold by them while acting as principals may be deemed to be underwriting discounts or commissions under the Securities Act. The Selling Stockholders may agree to indemnify any agent, dealer or broker-dealer that participates in transactions involving sales of the shares against liabilities, including liabilities arising under the Securities Act. We have agreed to indemnify the Selling Stockholders and the Selling Stockholders have agreed to indemnify us against some liabilities in connection with the offering of the shares, including liabilities arising under the Securities Act.

The Selling Stockholders will be subject to the prospectus delivery requirements of the Securities Act. We have informed the Selling Stockholders that the anti-manipulative provisions of Regulation M promulgated under the Exchange Act may apply to its sales in the market.

The Selling Stockholders also may resell all or a portion of the shares in open market transactions in reliance upon Rule 144 under the Securities Act, provided they meet the criteria and conform to the requirements of Rule 144.

Upon being notified by the Selling Stockholders that a material arrangement has been entered into with a broker-dealer for the sale of shares through a block trade, special offering, exchange distribution or secondary distribution or a purchase by a broker or dealer, we will file a supplement to this prospectus, if required pursuant to Rule 424(b) under the Securities Act, disclosing:

- the name of the Selling Stockholders and of the participating broker-dealer(s);
- the number of shares involved;
- the initial price at which the shares were sold;
- the commissions paid or discounts or concessions allowed to the broker-dealer(s), where applicable;

- that such broker-dealer(s) did not conduct any investigation to verify the information set out or incorporated by reference in this prospectus; and
- other facts material to the transactions.

In addition, if required under applicable law or the rules or regulations of the Commission, we will file a supplement to this prospectus when the Selling Stockholders notify us that a donee or pledgee intends to sell more than 500 shares of Common Stock.

We are paying all expenses and fees customarily paid by the issuer in connection with the registration of the shares of Offered Stock. The Selling Stockholders will bear all brokerage or underwriting discounts or commissions paid to broker-dealers in connection with the sale of the shares of Offered Stock.

EXPERTS

Ernst & Young LLP, independent registered public accounting firm, has audited our consolidated financial statements and schedules at December 31, 2004 and 2003, and for each of the three years in the period ended December 31, 2004, as set forth in their report. We have incorporated herein by reference our financial statements and schedules in the prospectus and elsewhere in the registration statement in reliance on Ernst & Young LLP's report, given on their authority as experts in accounting and auditing.

LEGAL MATTERS

The validity of the shares of Offered Stock and the accuracy of the discussion under "Material Federal Income Tax Considerations" will be passed upon for us by Clifford Chance US LLP, New York, New York.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. ***Other Expenses of Issuance and Distribution***

The following table sets forth the estimated fees and expenses payable by us in connection with the issuance and distribution of the securities being registered:

Registration Fee	$ 5,000
Printing and Duplicating Expenses	4,000
Legal Fees and Expenses	45,000
Accounting Fees and Expenses	10,000
Miscellaneous	2,500
Total	$ 66,500

Item 15. Indemnification of Directors and Officers

The Maryland General Corporation Law (the "MGCL") permits a Maryland corporation to include in its charter a provision limiting the liability of its directors and officers to the corporation and its stockholders for money damages except for liability resulting from (a) actual receipt of an improper benefit or profit in money, property or services or (b) active and deliberate dishonesty established by a final judgment as being material to the cause of action. Our charter, as amended from time to time, and as filed with the State Department of Assessments and Taxation of Maryland, contains such a provision that eliminates such liability to the maximum extent permitted by Maryland law.

Our bylaws obligate us to indemnify and advance expenses to present and former directors and officers to the maximum extent permitted by Maryland law from time to time. The MGCL permits a corporation to indemnify its present and former directors and officers, among others, against judgments, penalties, fines, settlements and reasonable expenses actually incurred by them in connection with any proceeding to which they may be made a party by reason of their service in those capacities unless it is established that (a) the act or omission of the director or officer was material to the matter giving rise to the proceeding and (i) was committed in bad faith or (ii) was the result of active and deliberate dishonesty, (b) the director or officer actually received an improper personal benefit in money, property or services, or (c) in the case of any criminal proceeding, the director or officer had reasonable cause to believe that the act or omission was unlawful. However, a corporation may not indemnify a director or officer with respect to a proceeding in which the director or officer shall have been adjudged liable to the corporation. In addition, we shall advance expenses in advance of the final disposition of the proceeding upon the receipt of (i) a written affirmation by the director or officer of his good faith belief that he has met the standard of conduct necessary for indemnification by us and (ii) a written agreement by or on behalf of the director or officer to repay the amounts advanced by us if it shall ultimately be determined that the standard of conduct was not met. Our bylaws also permit us to provide indemnification and advance of expenses to a present or former director or officer who served a predecessor of the Company in such capacity, and to any employee or agent of the Company or a predecessor of the Company. Finally, the MGCL requires a corporation (unless its charter provides otherwise, which our charter does not) to indemnify a director or officer who has been successful, on the merits or otherwise, in the defense of any proceeding to which he is made a party by reason of his service in that capacity.

We have entered into indemnification agreements with our executive officers and directors. The indemnification agreements require, among other things, that we indemnify our executive officers and directors to the fullest extent permitted by law and reimburse the executive officers and directors for all related expenses as incurred, subject to return if it is subsequently determined that indemnification is not permitted.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling the Company pursuant to the foregoing provisions, we have been informed that in the opinion

of the Commission such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Item 16. Exhibits

4.1 Subscription Agreement dated May 13, 2004 by and between Manufactured Home Communities, Inc. (now known as Equity LifeStyle Properties, Inc.), MHC Operating Limited Partnership and Monte Vista, LLC.

4.2 Registration Rights and Lock-Up Agreement dated May 13, 2004 by and between Manufactured Home Communities, Inc. (now known as Equity LifeStyle Properties, Inc.), MHC Operating Limited Partnership and Monte Vista, LLC.

4.3 Subscription Agreement dated May 13, 2004 by and between Manufactured Home Communities, Inc. (now known as Equity LifeStyle Properties, Inc.), MHC Operating Limited Partnership and the Williams Family Revocable Living Trust.

4.4 Letter Agreement dated June 7, 2005 by and between Equity LifeStyle Properties, Inc. and the Williams Family Revocable Living Trust.

5.1 Opinion of Clifford Chance US LLP regarding the validity of the securities being registered.

8.1 Opinion of Clifford Chance US LLP regarding certain tax matters.

23.1 Consent of Clifford Chance US LLP (included as part of Exhibit 5.1)

23.2 Consent of Clifford Chance US LLP (included as part of Exhibit 8.1)

23.3 Consent of Ernst & Young LLP

24.1 Power of Attorney (included in signature page)

Item 17. *Undertakings*

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the “Calculation of Registration Fee” table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in this registration statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) shall not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in the periodic reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in this registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrant hereby further undertakes that, for the purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Chicago, Illinois, on this 16th day of June, 2005.

EQUITY LIFESTYLE PROPERTIES, INC.

By /s/ Thomas P. Heneghan
Thomas P. Heneghan
President, Chief Executive Officer and Director

POWER OF ATTORNEY

We, the undersigned directors and officers of Equity LifeStyle Properties, Inc., do hereby constitute and appoint Thomas P. Heneghan, Michael B. Berman and Ellen Kelleher, and each of them, our true and lawful attorneys-in-fact and agents, to do any and all acts and things in our names and on our behalf in our capacities as directors and officers and to execute any and all instruments for us and in our name in the capacities indicated below, which said attorneys and agents, or any of them, may deem necessary or advisable to enable said Company to comply with the Securities Act of 1933 and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this registration statement, or any registration statement for this offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, including specifically, but without limitation, any and all amendments (including post-effective amendments) hereto, and we hereby ratify and confirm all that said attorneys and agents, or any of them, shall do or cause to be done by virtue thereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Name	Title	Date
/s/ Thomas P. Heneghan Thomas P. Heneghan	President, Chief Executive Officer and Director (Principal Executive Officer)	June 16, 2005
/s/ Michael B. Berman Michael B. Berman	Vice President, Chief Financial Officer and Treasurer (Principal Financial and Accounting Officer)	June 16, 2005
/s/ Donald S. Chisholm Donald S. Chisholm	Director	June 16, 2005
/s/ Thomas E. Dobrowski Thomas E. Dobrowski	Director	June 16, 2005
/s/ Joe B. McAdams Joe B. McAdams	Director	June 16, 2005
/s/ Sheli Z. Rosenberg Sheli Z. Rosenberg	Director	June 16, 2005
/s/ Howard Walker Howard Walker	Director	June 16, 2005
/s/ Gary L. Waterman Gary L. Waterman	Director	June 16, 2005
/s/ Samuel Zell Samuel Zell	Director	June 16, 2005

Index to Exhibits

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4.2	Registration Rights and Lock-Up Agreement dated May 13, 2004 by and between Manufactured Home Communities, Inc. (now known as Equity LifeStyle Properties, Inc.), MHC Operating Limited Partnership and Monte Vista, LLC.
4.3	Subscription Agreement dated May 13, 2004 by and between Manufactured Home Communities, Inc. (now known as Equity LifeStyle Properties, Inc.), MHC Operating Limited Partnership and the Williams Family Revocable Living Trust.
4.4	Letter Agreement dated June 7, 2005 by and between Equity LifeStyle Properties, Inc. and the Williams Family Revocable Living Trust.
5.1	Opinion of Clifford Chance US LLP regarding the validity of the securities being registered.
8.1	Opinion of Clifford Chance US LLP regarding certain tax matters.
23.1	Consent of Clifford Chance US LLP (included as part of Exhibit 5.1)
23.2	Consent of Clifford Chance US LLP (included as part of Exhibit 8.1)
23.3	Consent of Ernst & Young LLP
24.1	Power of Attorney (included in signature page)

EXHIBIT 4.1

MHC Operating Limited Partnership
c/o Manufactured Home Communities, Inc.
Two North Riverside Plaza, Suite 800
Chicago, Illinois 60606

Ladies and Gentlemen:

Reference is made to that certain Purchase Contract dated as of January 22, 2004, as modified by a letter agreement dated March 5, 2004, and by an Amendment to Purchase Contract dated as of April 21, 2004 (as so modified the "Purchase Agreement") by and between the undersigned Monte Vista, LLC and MHC Operating Limited Partnership ("MHC"), a limited partnership formed under the Illinois Revised Uniform Limited Partnership Act, of which MHC Trust, a Maryland real estate investment trust, is the sole general partner (the "General Partner"). Pursuant to the Purchase Agreement, the undersigned is contributing the "Property" as defined in the Purchase Contract (the "Contributed Assets") to MHC. MHC intends to operate in accordance with the Second Amended and Restated Partnership Agreement dated as of March 15, 1996 (as amended from time to time in accordance with the terms thereof, the "Partnership Agreement").

The undersigned has been furnished certain publicly filed documents (collectively, the "Information Statement") of Manufactured Home Communities, Inc., a Maryland corporation ("Parent"), which are being provided in connection with the offering (the "Offering") of partnership interests ("OP Units") in MHC. The OP Units are to be issued in exchange for the contribution to MHC of the Contributed Assets.

Section 1.

1.1 Subscription. The undersigned hereby subscribes for OP Units as indicated on the counterpart signature page hereof. In respect of this subscription, the undersigned herewith delivers to MHC (i) two executed original signature pages of this Subscription Agreement, and (ii) a fully completed Investor Information Sheet, Account Information Sheet, and Accredited Investor Questionnaire, attached as EXHIBITS A, B AND C, respectively.

1.2 Acceptance or Rejection of Subscription. MHC reserves the right to reject this subscription, in whole but not in part, in the sole discretion of MHC, if MHC determines that the offer or sale of OP Units to the undersigned will be made under circumstances that would cause the exemption referred to in Section 2.3(a) below to be lost. In the event such a determination is made, the undersigned acknowledges and agrees that MHC may reject this subscription even if it accepts other subscriptions by other investors. With respect to persons being offered OP Units, if MHC rejects this subscription pursuant to this Section 1.2, the undersigned understands and agrees that he will receive cash in lieu of OP Units and neither the General Partner nor MHC shall have any further obligation hereunder. Subject to the foregoing and compliance by the undersigned with all of the terms and provisions hereof, this subscription will be accepted by MHC if the "Closing" occurs under the Offering.

1.3 Issuance of OP Units. MHC agrees (i) to issue at the Closing a certificate to the undersigned whereby MHC shall represent and warrant that the OP Units issued to the undersigned at such Closing are duly authorized and duly issued and (ii) that the OP Units issued at such Closing to the undersigned shall be certificated.

Section 2.

2.1 Investor Representations and Warranties. The undersigned hereby acknowledges, represents and warrants to, and agrees with MHC as follows, which acknowledgments will be true and correct as of the closing of the transaction whereby MHC acquires the Contributed Assets (the "Closing Date"):

(a) Authorization. This Subscription Agreement constitutes a valid and legally binding obligation on the part of the undersigned, enforceable in accordance with its terms except as affected by (i) bankruptcy law, and (ii) equitable principles. The undersigned represents that he, she or it has full power and authority to enter into this Subscription Agreement.

(b) Accredited Investor; No Advertisement or Solicitation:

(i) The undersigned is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended (the "Securities Act"), and further represents and warrants that the information provided by the undersigned in the Accredited Investor Questionnaire attached as Exhibit C is true and correct as of the date hereof.

(ii) The undersigned acknowledges that the offer and sale of the OP Units to him, her or it has not been accomplished by any form of general solicitation or general advertising, including, but not limited to, (i) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media, or broadcast over television or radio and (ii) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

(c) Restrictions on Transfer.

(i) The undersigned understands and acknowledges that the OP Units have not been registered under the Securities Act, by reason of a specific exemption from the registration provisions thereof which exemption depends upon, among other things, the bona fide nature of the investment intent of the undersigned as expressed herein and the other representations of the undersigned set forth herein.

(ii) The undersigned understands and acknowledges that none of the OP Units or the securities into which OP Units may be exchanged have been registered under the Securities Act or registered or qualified under the securities laws of any state and none may be sold, transferred, assigned, pledged or hypothecated absent an effective registration thereof under such Securities Act or an opinion of counsel, which opinion is satisfactory in form and substance to MHC and its counsel, to the effect that such registration is not required under said Securities Act or such states or that such transaction complies with the rules promulgated by the Securities and Exchange Commission under said Securities Act or such states. The undersigned understands and acknowledges that he, she or it must bear the economic risks of this investment resulting from such limitations.

(iii) The undersigned understands and acknowledges that the sale, transfer or other disposition of the OP Units is further restricted by the provisions of this Agreement, the Partnership Agreement and that certain Registration Rights and Lock-Up Agreement (the "Registration Rights Agreement") dated as of the date hereof between the undersigned, MHC and the General Partner.

(iv) In accordance with the Partnership Agreement, OP Units may be exchanged for common shares of Parent, $.01 par value per Share ("Common Shares"). Common Shares also will not have been registered under the Securities Act (unless the Common Shares are registered pursuant to the terms of the Registration Rights Agreement or if Parent otherwise elects to register the Common Shares) and the General Partner and Parent will also rely upon the representations of the undersigned as to investment intent and otherwise with respect to the issuance of any Common Shares. The restrictions referred to as being applicable to unregistered OP Units in paragraphs (a) through (c) of this Section 2 will also apply to any unregistered Common Shares.

(v) The undersigned is aware of the provisions of Rule 144 promulgated under the Securities Act, pursuant to which the undersigned may be able to sell Common Shares, subject to certain exceptions, one year after they receive such Common Shares so long as certain current public information is available about the issuer, the sale is through a broker in an unsolicited "broker's transaction" and that the undersigned does not sell, in any three-month period, more than the greater of 1% of the outstanding Common Shares or the average weekly trading volume of Common Shares for the four-week period preceding the sale. The undersigned generally will be able to sell the Common Shares without regard to any volume or other limitations discussed above beginning two years after they receive the Common Shares, unless they are affiliates of the Company (i.e., a person controlling, controlled by or under common control with the Company). Affiliates of the Company will continue to be subject to the volume limitations on unregistered sales following the expiration of the two-year period. The one and two-year periods are measured from the date Common Shares are received, not from the date OP Units are received. The preceding description is a general summary of the restrictions of Rule 144, and the undersigned should consult with his or her own legal advisor to ensure compliance with all of the requirements of applicable federal and state securities laws and regulations. In this connection, the undersigned understands Rule 144 may or may not be available for the resale of the OP Units and the undersigned should consult an attorney with regard to the availability of Rule 144. Common Shares are subject to the reporting requirements under the Securities Exchange Act of 1934 and upon notice of issuance have been listed for trading on the New York Stock Exchange. The undersigned further understands and acknowledges that, with respect to Common Shares, while the General Partner believes that Parent satisfies the conditions of Rule 144 on the date it accepts this subscription, there can be no assurance that it will meet such conditions one year following the issuance of Common Shares (the first date when sales under this rule would be permitted). In the event not all of the requirements of Rule 144 are met, registration under the Securities Act or some other registration exemption will be required for any disposition of Common Shares. The undersigned understands that although Rule 144 is not exclusive, the Securities and Exchange Commission (the "Commission") has expressed its opinion that persons proposing to sell restricted

securities received in an offering other than a registered offering or pursuant to Rule 144 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales that such persons and the brokers who participate in the transactions do so at their own risk.

(d) Disclosure of Information. The undersigned and/or the undersigned's purchaser representative or personal advisor, as the case may be:

(i) has been furnished the Information Statement and any documents which may have been made available upon request, has carefully read the public documents constituting the Information Statement and understands and has evaluated the risks of an investment in the OP Units, and has relied solely (except as indicated in subsections (ii) and (iii) below) on the information contained in the public documents constituting the Information Statement;

(ii) has been provided an opportunity to obtain any additional information requested concerning the OP Units, MHC, the General Partner and Parent;

(iii) has been given the opportunity to ask questions of, and receive answers from, the General Partner and MHC concerning the terms and conditions of this subscription, the Partnership Agreement, and other matters pertaining to this investment, and has been given the opportunity to obtain such additional information necessary to verify the accuracy of the information contained in the public documents constituting the Information Statement or that which was otherwise provided in order for him, her or it to evaluate the merits and risks of an investment in MHC to the extent the General Partner or MHC possesses such information or can acquire it without unreasonable effort or expense, and has not been furnished any other offering literature or prospectus on which they are entitled to rely except as mentioned herein or in the public documents constituting the Information Statement; and

(iv) has determined that the OP Units are a suitable investment for him, her or it and that at this time he, she or it could bear the economic risk of the investment.

(e) Investment Experience. The undersigned represents that he, she or it has such knowledge and experience in financial and business matters as to be capable of evaluating alone, or together with his, her or its purchaser representative or personal advisor, the merits and risks of an investment in the OP Units and protecting his, her or its own interests in connection with the investment and has obtained, in his, her or its judgment, alone, or together with his, her or its purchaser representative or personal advisor sufficient information from the General Partner or MHC to evaluate the merits and risks of an investment in the OP Units. The undersigned has not utilized any person as his, her or its purchaser representative or professional advisor in connection with evaluating such risks and merits. The undersigned acknowledges that he, she or it has the financial ability to bear the economic risk of his, her or its investment in MHC (including his, her or its possible loss), has adequate means for providing for his, her or its current needs and personal contingencies and has no need for liquidity with respect to the investment in MHC. If other than an individual, the undersigned also represents it has not been organized solely for the purpose of acquiring the OP Units.

(f) Purchase Entirely for Own Account. This Subscription Agreement is made with the undersigned solely in reliance upon his, her or its representation to MHC, which by the undersigned's execution of this Subscription Agreement he, she or it hereby confirms, that the OP Units to be received by the undersigned will be acquired for investment for the undersigned's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that he, she or it has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Subscription Agreement, the undersigned further represents that he, she or it does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to any of the OP Units.

(g) Further Limitations on Disposition. Without in any way limiting the representations set forth above, the undersigned further agrees not to (A) make any disposition of all or any portion of the OP Units owned by the undersigned, except for the exchange of OP Units for Common Shares:

(i) unless and until there is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement;

(ii) unless and until (A) the undersigned shall have notified MHC of the proposed disposition and shall have furnished MHC with a detailed statement of the circumstances surrounding the proposed disposition and (B) if requested by MHC, the undersigned shall have furnished MHC with an opinion of securities counsel, satisfactory to MHC and its counsel, that such disposition will not require registration of such securities under the Securities Act; or

(B) sell, transfer or otherwise dispose of any OP Units to any person or entity whom the General Partner determines in its sole discretion, is not an "accredited investor" within the meaning of Regulation D of the Securities Act.

(h) Legends. To the extent applicable, any certificate issued in respect of any OP Units or Common Shares issued in exchange for OP Units, shall be endorsed with the legends substantially in the form set forth below, and the undersigned covenants that, except to the extent such restrictions are waived by MHC, the undersigned shall not transfer any OP Units or Common Shares received in exchange therefor without complying with the restrictions on transfer described in such legends:

(i) "THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATES AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED, OR HYPOTHECATED ABSENT AN EFFECTIVE REGISTRATION THEREOF UNDER SUCH ACT OR AN OPINION OF COUNSEL, WHICH OPINION IS SATISFACTORY IN FORM AND SUBSTANCE TO THE PARTNERSHIP, AND ITS COUNSEL, TO THE EFFECT THAT SUCH REGISTRATION IS NOT REQUIRED UNDER SAID

ACT OR SUCH STATES OR THAT SUCH TRANSACTION COMPLIES WITH THE RULES PROMULGATED BY THE SECURITIES AND EXCHANGE COMMISSION UNDER SAID ACT OR SUCH STATES."

(ii) "THE SECURITIES HEREBY REPRESENTED ARE SUBJECT TO, AND MAY NOT BE TRANSFERRED WITHOUT COMPLYING WITH, CERTAIN RESTRICTIONS ON TRANSFER CONTAINED IN THE PARTNERSHIP AGREEMENT. A COPY OF SAID AGREEMENT MAY BE INSPECTED AT THE OFFICES OF THE PARTNERSHIP."

(iii) Any legend required by any applicable state securities law, or the several agreements for the acquisition of the Contributed Assets by MHC to be entered into between the General Partner, MHC, and the undersigned at or about the Closing Date.

(i) Investor Awareness. The undersigned acknowledges, agrees and is aware that:

(i) MHC's financial and operating history is limited to the period since March 3, 1993;

(ii) no federal or state agency has passed upon the OP Units or the Common Shares or made any finding or determination as to the fairness of this investment;

(iii) there are substantial risks of loss of investment incidental to the purchase of the OP Units;

(iv) the investment in MHC or the Common Shares is an illiquid investment and the undersigned must bear the economic risk of investment in the OP Units, or the Common Shares for an indefinite period of time;

(v) this Agreement and the Partnership Agreement contain substantial restrictions on transferability of the OP Units and Common Shares;

(vi) neither the General Partner, MHC, nor any of their affiliates or representatives has provided the undersigned with any investment, tax, legal, regulatory or accounting advice with respect to the investment in or ownership of OP Units or Common Shares; and

(vii) the representations, warranties, agreements, undertakings and acknowledgments made by the undersigned in this Subscription Agreement (including without limitation the exhibits thereto) are made with the intent that they be relied upon by MHC and the General Partner in determining the undersigned's suitability as a purchaser of the OP Units, and shall survive its admission as a limited partner in MHC. In addition, the undersigned undertakes to notify the General Partner immediately of any change in any representation, warranty or other information relating to the undersigned set forth herein.

Section 3.

3.1 Modification. Neither this Subscription Agreement nor any provisions hereof shall be waived, modified, discharged or terminated except by an instrument in writing signed by the party against whom any waiver, change, discharge or termination is sought.

3.2 Notices. All notices, payments, demands or other communications given hereunder shall be deemed to have been duly given and received (i) upon personal delivery or (ii) in the case of notices sent within, and for delivery within, the United States, as of the date shown on the return receipt after mailing by registered or certified mail, return receipt requested, postage prepaid, or (iii) the second succeeding business day after deposit with Federal Express or other equivalent air courier delivery service, unless the notice is held or retained by the customs service, in which case the date shall be the fifth succeeding business day after such deposit, and addressed as follows:

If to the undersigned:

MONTE VISTA, LLC
c/o Homefree Village Resorts
3030 East Second Avenue
Suite 104
Denver, Colorado 80206
Telephone: (303) 377-7124
Telecopy: (303) 377-7125
Attention: Craig M. Bollman, President

With a copy to:

Bingham McCutchen
150 Federal Street
23rd Floor
Boston, Massachusetts 02110
Telephone: (617) 951-8723
Telecopy: (617) 951-8736
Attention: Edward A. Saxe, Esq.

If to MHC or General Partner:

c/o Manufactured Home Communities, Inc.
Suite 800
Two North Riverside Plaza
Chicago, Illinois 60606
Telephone: (312) 279-1400
Telecopy: (312) 279-1715
Attention: General Counsel

With a copy to:

Katten Muchin Zavis Rosenman
525 West Monroe Street
Suite 1600
Chicago, Illinois 60661
Telephone: (312) 902-5532
Telecopy: (312) 577-8668
Attention: Daniel J. Perlman, Esq.

3.3 Binding Effect. Except as otherwise provided herein, this Subscription Agreement shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns. If the undersigned is more than one person, the obligation of the undersigned shall be joint and several and the agreements, representations, warranties and acknowledgments herein contained shall be deemed to be made by and be binding upon each such person and his heirs, executors, administrators and successors.

3.4 Entire Agreement. This Subscription Agreement, the Registration Rights Agreement and the Partnership Agreement, contain the entire agreement of the parties with respect to this subscription, and there are no representations, covenants or other agreements except as stated or referred to herein or therein.

3.5 Assignability. This Subscription Agreement is not transferable or assignable by the undersigned, except that the Subscription Agreement may be assigned to any bona fide pledgee of OP Units pursuant to any transfer of such OP Units to the pledgee pursuant to foreclosure, transfer-in-lieu of foreclosure, or otherwise, and subsequent transfer of such OP Units following or in connection with any such transfer to the pledgee or foreclosure or transfer-in-lieu thereof.

3.6 Applicable Law. This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State.

3.7 Gender. All pronouns contained herein and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the parties hereto may require.

3.8 Counterparts. This Subscription Agreement may be executed through the use of separate signature pages or in counterparts, and each of such counterparts shall, for all purposes, constitute one agreement binding on the parties hereto, notwithstanding that the parties hereto are not signatories to the same counterpart.

3.9 Further Assurances. The undersigned will, from time to time, execute and deliver to the General Partner or MHC all such other and further instruments and documents and take or cause to be taken all such other and further action as the General Partner or MHC may reasonably request in order to effect the transactions contemplated by this Agreement.

MHC OPERATING LIMITED PARTNERSHIP

SUBSCRIPTION AGREEMENT
COUNTERPART SIGNATURE PAGE

The undersigned, desiring to enter into this Subscription Agreement for the subscription of the number of OP Units indicated below, hereby agrees to all of the terms and provisions of this Subscription Agreement and agrees to be bound by all such terms and provisions.

The undersigned has executed this Subscription Agreement as of the 13th day of May, 2004.

With respect to OP Units:
Number of OP Units being Subscribed: 1,058,721 The Number of OP Units determined in accordance with the Purchase Contract.

MONTE VISTA, LLC, an Arizona
limited liability company

By: Homefree Village Resorts, Inc.
Manager of Monte Vista, LLC

By: /s/ Craig M. Bollman, Jr.

Name: Craig M. Bollman, Jr.
Title: President

Agreed and Accepted this 13 day of May, 2004.

MHC OPERATING LIMITED PARTNERSHIP,
an Illinois limited partnership

By: MHC TRUST, a Maryland real estate
investment trust, its General Partner

By: /s/ David W. Fell

Name: David W. Fell
Title: Vice President

EXHIBIT 4.2

REGISTRATION RIGHTS AND LOCK-UP AGREEMENT

This REGISTRATION RIGHTS AND LOCK-UP AGREEMENT (this "Agreement"), dated as of May 13, 2004, is by and between Manufactured Home Communities, Inc., a Maryland corporation (the "Company"), MHC Operating Limited Partnership, an Illinois limited partnership (the "Partnership"), and Monte Vista, LLC (the "Investor"). For the purposes of this Agreement, the term Investor shall be deemed to include any Holder.

RECITALS

A. Pursuant to that certain Subscription Agreement dated as of the date hereof and executed by the Investor (the "Subscription Agreement"), Investor is acquiring limited partnership interests in the Partnership known as, and hereinafter referred to as, "OP Units", which are in turn exchangeable for either common shares of the Company, par value $.01 per share (the "Common Shares" or "Shares") or cash; and

B. The Investor is willing to enter into the agreements contained herein as a condition to the Partnership's issuance of the OP Units to Investor.

THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Registration Rights.

In connection with the issuance of Registrable Shares (as defined in Section 10 below) of the Company upon exchange by Investor of the OP Units pursuant to the terms of the Second Amended and Restated MHC Operating Limited Partnership Agreement of Limited Partnership dated as of March 15, 1996 (as amended from time to time in accordance thereof, the "OP Partnership Agreement"), Investor shall be entitled to registration of the Registrable Shares under the Securities Act of 1933, as amended (the "Securities Act"), subject to the terms and conditions set forth herein (the "Registration Rights").

(a) Shelf Registration. Subject to Section 1(c) below, at any time after the date which is ninety days prior to the expiration of the Lock-up Period (as defined in Section 6 hereof), upon written request of the Investor (the "Demand Date"), the Company shall file with the Securities and Exchange Commission (the "SEC") a shelf registration statement ("Registration Statement") and related prospectus ("Prospectus") that comply in all material respects with applicable SEC rules providing for registration under the Securities Act of the total number of Registrable Shares that the Investor would own if it were to redeem all OP Units issuable to it (a "Shelf Registration"). The Company shall use its best efforts to cause the Registration Statement to be declared effective under the Securities Act not later than ninety (90) days after the Demand Date (including filing with the Commission a request for acceleration of effectiveness in accordance with Rule 461 promulgated under the Securities Act within five (5) business days of the date that the Company is notified (orally or in writing, whichever is earlier) by the Commission that a Registration Statement will not be "reviewed," or not be

subject to further review. The Company will use its best efforts to keep the Registration Statement continuously effective until the earlier of (i) the date when all Registrable Shares covered by the Registration Statement have been sold, or (ii) if the Investor has exchanged its OP Units for Shares or cash, the later of (A) the date on which the Investor has received registered Shares or cash in exchange for OP Units, and (B) the date on which the Investor consummates the sale of all unregistered Shares it received in exchange for OP Units or is eligible to sell its unregistered Shares pursuant to Rule 144(k). Such Registration Statement also shall cover, to the extent allowable under the Securities Act and the Rules promulgated thereunder (including Securities Act Rule 416), such indeterminate number of additional shares of Common Stock resulting from stock splits, stock dividends or similar transactions with respect to the Registrable Shares.

(b) Shelf Registration Expenses All fees and expenses in connection with registering the Registrable Shares in a Shelf Registration, including, without limitation SEC filing fees, fees of legal counsel to the Company, fees of the Company's accountants and printing fees (the "Shelf Registration Expenses") will be borne by the Company.

(c) Timing of Registrations. The Company shall be entitled to postpone the filing of a Registration Statement if the Company reasonably determines that such filing (y) would require disclosure of material information the Company has a bona fide business purpose for retaining as confidential or (z) have a material adverse effect on the Company or its shareholders in relation to any financing, acquisition, corporate reorganization or other material transaction contemplated by the Board of Directors of the Company, involving the Company or any of its Affiliates, in each case as determined by the Company in its reasonable judgment; provided that the Company may only postpone such filing or suspend the effectiveness of a Registration Statement for a period not to exceed thirty (30) consecutive days, provided that the Company may not postpone or suspend its obligations under this Section 1 for more than sixty (60) days in the aggregate during any twelve (12) month period. Upon receipt of any notice from the Company of the happening of any event during the period a Registration Statement is effective which is of a type specified in the preceding sentence or as a result of which the Registration Statement or related Prospectus contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made (in the case of the Prospectus) not misleading, Investor agrees that it will immediately discontinue offers and sales of the Registrable Shares under the Registration Statement until the Investor receives copies of a supplemented or amended Prospectus that corrects the misstatement(s) or omission(s) referred to above and receives notice that any post-effective amendment has become effective. The Company agrees to promptly file with the SEC such supplemental or amended prospectus. If so directed by the Company, the Investor will deliver to the Company any copies of the Prospectus covering the Registrable Shares in their possession at the time of receipt of such notice.

2. Piggyback Registrations.

(a) Right to Piggyback. Following the Lock-up Period (as defined in Section 6 hereof) and until the second anniversary of the date of conversion of the OP

Units to Common Shares (but in no event later than the sixth anniversary of the date of this Agreement), if the Company proposes to register any of its securities under the Securities Act (other than pursuant to (i) a Shelf Registration (subject to the provisions of Section 1(a) hereof) or (ii) a registration on Form S-4 or any successor form) and the registration form to be used may be used for the registration of Registrable Shares, the Company will give prompt written notice to the Investor of its intention to effect such a registration (each a "Piggyback Notice") and, subject to subparagraph 2(c) below, the Company will include in such registration all Registrable Shares with respect to which the Company has received written requests for inclusion therein within ten (10) days after the date of sending the Piggyback Notice (a "Piggyback Registration"), unless the Company, in its reasonable discretion, deems that the inclusion of Registrable Shares would adversely interfere with such offering, affect the Company's securities in the public markets, or otherwise adversely affect the Company, provided that other similarly situated holders of Common Stock are similarly cut back. Nothing herein shall affect the right of the Company to withdraw any such registration, or the Investor to withdraw its shares in any such registration, in their sole discretion.

(b) Piggyback Registration Expenses. The Company's expenses in connection with registering the Registrable Shares in a Piggyback Registration, including without limitation SEC filing fees, fees of legal counsel to the Company, fees of the Company's accountants and printing fees, will be paid by the Company ("Piggyback Expenses").

(c) Priority on Primary Registrations. If a Piggyback Registration is a primary registration on behalf of the Company and the Company determines that, or in the case of an underwritten registration, the managing underwriters advise the Company in writing that in their opinion, the number of securities requested to be included in such registration exceeds the number which can be sold in an orderly manner within a price range acceptable to the Company, the Company will include in such registration (i) first, the securities the Company proposes to sell and (ii) second, the Registrable Shares requested to be included in such Registration and any other securities requested to be included in such registration, pro rata among the holders of Registrable Shares requesting such registration and the holders of such other securities on the basis of the number of Shares requested for inclusion in such registration by each such holder.

(d) Priority on Secondary Registrations. If a Piggyback Registration is a secondary registration on behalf of holders of the Company's securities other than the holders of Registrable Shares, and the Company determines that, or in the case of an underwritten offering, the managing underwriters advise the Company in writing that in their opinion, the number of securities requested to be included in such registration exceeds the number which can be sold in an orderly manner in such offering within a price range acceptable to the holders initially requesting such registration, the Company will include in such registration the securities requested to be included therein by the holders requesting such registration and the Registrable Shares requested to be included in such registration, pro rata among the holders of securities requesting such registration on the basis of the number of Shares requested for inclusion in such registration by each such holder.

(e) Selection of Underwriters. In the case of an underwritten Piggyback Registration, the Company will have the right to select the investment banker(s) and manager(s) to administer the offering.

3. Effectiveness. The registration rights granted by this Agreement shall not be effective until ninety (90) days prior to the expiration of the Lock-up Period; provided that the Investors may not use any Registration Statement or Prospectus until the expiration of the Lock-up Period.

4. Registration Procedures. Whenever the Investor has requested that any Registrable Shares be registered pursuant to this Agreement, the Company will use its best efforts to effect the registration and facilitate the sale and distribution of all such Registrable Shares specified in such Registration Request in accordance with the intended method of disposition thereof and pursuant thereto the Company will as expeditiously as possible, but subject to the provisions of this Agreement:

(a) prepare and file with the SEC such amendments, post-effective amendments and supplements to such Registration Statement and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement continuously effective for the period required by the intended method of disposition or to describe the terms of any offering made from an effective Registration Statement, and comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such Registration Statement during such period in accordance with the intended methods of disposition by the Holders thereof set forth in such Registration Statement;

(b) Notify Holders of Registrable Shares to be sold as promptly as possible (A) when a Prospectus or any Prospectus supplement or post-effective amendment to the Registration Statement is proposed to be filed (but in no event in the case of this subparagraph (A), less than three (3) Business Days prior to date of such filing); (B) when the SEC notifies the Company whether there will be a "review" of such Registration Statement and whenever the SEC comments in writing on such Registration Statement; and (C) with respect to the Registration Statement or any post-effective amendment, when the same has become effective, and after the effectiveness thereof: (i) of any request by the SEC or any other Federal or state governmental authority for amendments or supplements to the Registration Statement or Prospectus or for additional information; (ii) of the issuance by the SEC of any stop order suspending the effectiveness of the Registration Statement covering any or all of the Registrable Shares or the initiation of any proceedings for that purpose; (iii) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Shares for sale in any jurisdiction, or the initiation or threatening of any proceeding for such purpose; and (iv) if the financial statements included in the Registration Statement become ineligible for inclusion therein or of the occurrence of any event that makes any statement made in the Registration Statement or Prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or that requires any revisions to the Registration Statement, Prospectus or other documents so that, in the case of the Registration

Statement or the Prospectus, as the case may be, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Without limitation to any remedies to which the Holders may be entitled under this Agreement, if any of the events described in this Section 3(b) occur, the Company shall use its best efforts to respond to and correct the event.

(c) furnish to each Holder of Registrable Shares such number of copies of such Registration Statement, each amendment, post-effective amendment and supplement thereto, the Prospectus included in such Registration Statement (including each preliminary Prospectus) and such other documents as such Holder may reasonably request in order to facilitate the disposition of the Registrable Shares owned by such Holder; the Company consents to the use of the Prospectus for such Registration Statement, including each preliminary Prospectus, by each such holder of Registrable Shares in connection with the offering and sale of the Registrable Shares covered by the Prospectus or the preliminary Prospectus;

(d) use its best efforts to register or qualify such Registrable Shares under such other securities or blue sky laws of such jurisdictions as any Holder reasonably requests and do any and all other acts and things which may be reasonably necessary or advisable to enable such Holder to consummate the disposition in such jurisdictions of the Registrable Shares owned by such Holder (provided that the Company will not be required to (i) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this subparagraph, (ii) subject itself to taxation in any such jurisdiction, (iii) consent to general service of process in any such jurisdiction (unless the Company is subject to service in such jurisdiction and except as may be required by the Securities Act), or (iv) qualify such Registrable Shares in a given jurisdiction where expressions of investment interest are not sufficient in such jurisdiction to reasonably justify the expense of qualification in that jurisdiction or where such qualification would require the Company to register as a broker or dealer in such jurisdiction);

(e) notify each Holder of such Registrable Shares, at any time when a Prospectus relating thereto is required to be delivered under the Securities Act, of the happening of any event as a result of which the Prospectus included in such Registration Statement contains an untrue statement of a material fact or omits any material fact necessary to make the statements therein not misleading, and, at the request of any such Holder, the Company will promptly prepare and furnish such Holders a supplement or amendment to such Prospectus so that, as thereafter delivered to the purchasers of such Registrable Shares, such Prospectus will not contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading;

(f) cause all such Registrable Shares to be listed on each securities exchange on which similar securities issued by the Company are then listed and to be qualified for trading on each system on which similar securities issued by the Company are from time

to time qualified;

(g) provide a transfer agent and registrar for all such Registrable Shares not later than the effective date of such Registration Statement and thereafter maintain such a transfer agent and registrar; and otherwise cooperate with the Holders and the managing underwriter to facilitate the timely preparation and delivery of certificates representing Registrable Shares to be sold and not bearing any restrictive legends, other than as provided in the Company's By-laws or Articles of Incorporation ("Charter"), and enable such Registrable Shares to be in such denominations and registered in such names as the Holder may reasonably request;

(h) use its reasonable efforts to comply with all applicable rules and regulations of the SEC;

(i) permit any Holder of Registrable Shares which Holder, in the Company's judgment, might be deemed to be an underwriter or a controlling person of the Company, to participate in the preparation of such registration or comparable statement and to require the insertion therein of material, furnished to the Company in writing, which in the reasonable judgment of such Holder and its counsel should be included;

(j) in the event of the issuance of any stop order suspending the effectiveness of a Registration Statement, or of any order suspending or preventing the use of any related Prospectus or suspending the qualification of any Common Shares included in such Registration Statement for sale in any jurisdiction, the Company will use its reasonable best efforts promptly to obtain the withdrawal of such order; and

(k) use its best efforts to cause the Registrable Shares covered by a Registration Statement to be registered with or approved by such other governmental agencies or authorities as may be necessary by virtue of the business and operations of the Company to enable holders that have delivered registration requests to the Company to consummate the disposition of such Registrable Shares.

The Investor agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in paragraphs 4(e) or (j) hereof, the Investor will forthwith discontinue disposition of Common Shares pursuant to a Shelf or Piggyback Registration until receipt of the copies of an appropriate supplement or amendment to the Prospectus under paragraph 4(e) or until the withdrawal of such order under paragraph 4(j). If any such registration or comparable statement refers to any Holder by name or otherwise as the Holder of any securities of the Company and if, in such Holder's reasonable judgment, such Holder is or might be deemed to be a controlling person of the Company, such Holder shall have the right to require (i) the insertion therein of language, in form and substance satisfactory to such Holder and presented to the Company in writing, to the effect that the holding by such Holder of such securities is not to be construed as a recommendation by such Holder of the investment quality of the Company's securities covered thereby and that such holding does not imply that such Holder will assist in meeting any future financial requirements of the Company, or (ii) in the event that such reference to such Holder by name or otherwise is not required by the Securities Act or any similar Federal statute then in force, the deletion of the reference to such Holder; provided that

with respect to this clause (ii) such Holder shall furnish to the Company an opinion of counsel to such effect, which opinion and counsel shall be reasonably satisfactory to the Company.

5. Listing Requirement/Rule 144.

(a) The Company hereby agrees to use its best efforts to cause all Registrable Shares to be listed on each securities exchange on which similar securities issued by the Company are listed and to be qualified for trading on each system on which similar securities issued by the Company are from time to time qualified.

(b) As long as any Holder owns Registrable Shares, the Company covenants to timely file (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to Section 13(a) or 15(d) of the Exchange Act. As long as any Holder owns Registrable Shares, if the Company is not required to file reports pursuant to Section 13(a) or 15(d) of the Exchange Act, it will prepare and furnish to the Holders and make publicly available in accordance with Rule 144(c) promulgated under the Securities Act annual and quarterly financial statements, together with a discussion and analysis of such financial statements in form and substance substantially similar to those that would otherwise be required to be included in reports required by Section 13(a) or 15(d) of the Exchange Act, as well as any other information required thereby, in the time period that such filings would have been required to have been made under the Exchange Act. The Company further covenants that it will take such further action as any Holder may reasonably request, all to the extent required from time to time to enable such Person to sell Registrable Shares without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 promulgated under the Securities Act. Upon the request of any Holder, the Company shall deliver to such Holder a written certification of a duly authorized officer as to whether it has complied with such requirements.

6. Restrictions on Transfer of Shareholder Shares.

(a) Transfer of Shares. In addition to any restrictions which may be contained in the OP Partnership Agreement or in the Subscription Agreement executed by Investor, without the Company's prior written consent, Investor agrees that, except as set forth in Section 6(b) below, it will not, directly or indirectly, offer, sell, contract to sell or otherwise dispose of, or exchange (including without limitation an exchange of OP Units for Common Shares), or announce any offer, sale, contract of sale or other disposition or exchange ("Transfer"), any Common Shares, or any securities directly or indirectly convertible into or exchangeable for Common Shares, including, without limitation, OP Units (all of such securities being hereinafter referred to as "Restricted Securities"), for a period of twelve (12) months after the issuance of the OP Units to Investor (the "Lock-up Period"); provided, however, that notwithstanding anything in this Agreement or any other agreement to the contrary, no Holder shall be prevented from (and Holders shall be permitted to) making short sales or transactions to cover short sales, hedging transactions, put and call arrangements relating to the Common Shares or collar or other similar arrangements relating to the Common Shares. Investor agrees that it shall not voluntarily dissolve, liquidate, wind up its affairs or otherwise voluntarily distribute or Transfer its

assets to its constituent partners or stockholders for a period of twelve (12) months after the date of this Agreement, and nothing herein shall be construed as permitting any such dissolution, liquidation, winding up, distribution or Transfer.

(b) Permitted Transfers. Except as provided in the last sentence of Section 6(a) hereof, the restrictions contained in this Section 6 will not apply with respect to any Transfer of the Restricted Securities by (A) operation of law or testamentary disposition, in each case to or for the benefit of Investor's parent(s), spouse or descendants, (B) the exchange of OP Units for shares of beneficial interest in the Company (as provided in the OP Partnership Agreement), and (C) any bona fide pledgee of OP Units, any transfer of such OP Units to the pledgee pursuant to foreclosure, transfer-in-lieu of foreclosure, or otherwise, and any subsequent transfer of such OP Units following or in connection with any such transfer to the pledgee or foreclosure or transfer-in-lieu thereof; provided that (i) with respect to a Transfer described in clause (A) above, the transferor provides an opinion of securities counsel acceptable to the Partnership (it being agreed that Bingham McCutchen LLP is acceptable) stating that such Transfer is permitted without registration under the Securities Act, (ii) the restrictions contained in this Section 6 shall continue to be applicable to the Restricted Securities after any such Transfer, (iii) the transferees and pledgees of such Restricted Securities prior to any Transfer shall have agreed in writing to be bound by the restrictions on transfer contained in this Agreement affecting the Restricted Securities so transferred, and (iv) any Transfers will be subject to the restrictions on transfer contained in the Company's Charter (or the OP Partnership Agreement, if applicable).

7. Indemnification.

(a) The Company shall, notwithstanding any termination of this Agreement, indemnify and hold harmless each Holder, the officers, directors, agents, brokers (including brokers who offer and sell Registrable Shares as principal as a result of a pledge or any failure to perform under a margin call of Common Stock), investment advisors and employees of each of them, each Person who controls any such Holder (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) and the officers, directors, agents and employees of each such controlling Person, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, costs of preparation and reasonable attorneys' fees) and expenses (collectively, "Losses"), as incurred, arising out of or relating to any untrue or alleged untrue statement of a material fact contained or incorporated by reference in the Registration Statement, any Prospectus or any form of prospectus or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus or form of prospectus or amendment or supplement thereto, in the light of the circumstances under which they were made) not misleading, except to the extent, but only to the extent, that such untrue statements or omissions are based solely upon information regarding such Holder furnished in writing to the Company by such Holder expressly for use therein, which information was reasonably relied on by the Company for use therein or to the extent that such information relates to (x) such Holder and was

reviewed and expressly approved in writing by such Holder expressly for use in the Registration Statement, such Prospectus or such form of prospectus or in any amendment or supplement thereto or (y) such Holder's proposed method of distribution of Registrable Securities as set forth in Exhibit A (or as such Holder otherwise informs the Company in writing); provided, however, that the indemnity agreement contained in this Section 7(a) shall not apply to amounts paid in settlement of any Losses if such settlement is effected without the prior written consent of the Company, which consent shall not be unreasonably withheld, conditioned or delayed. The Company shall notify the Holders promptly of the institution, threat or assertion of any proceeding of which the Company is aware in connection with the transactions contemplated by this Agreement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of an Indemnified Party (as defined in Section 7(c) to this Agreement) and shall survive the transfer of the Registrable Shares by the Holders.

(b) In connection with any Registration Statement in which the Investor is participating, the Investor shall furnish to the Company in writing such information relating to such Holder as the Company reasonably requests for use in connection with any such Registration Statement or Prospectus and, to the extent permitted by law, will indemnify the Company, its officers, directors, stockholders, partners, employees and trustees and each Person who controls (within the meaning of the Securities Act) the Company against any losses, claims, damages, liabilities and expenses whatsoever, as incurred, including any of the foregoing, and fees and expenses of counsel incurred in investigating, preparing or defending against, or aggregate amounts paid in settlement of any litigation, action, investigation or proceeding by any governmental agency or body, commenced or threatened, in each case whether or not a party thereto, or any claim whatsoever based solely upon, caused by or arising solely out of any untrue or alleged untrue statement of material fact contained in the Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement or omission is contained in any information so furnished in writing by such Holder specifically for inclusion in the Registration Statement or Prospectus and is reasonably relied upon in conformity with such written information; provided that the obligation to indemnify will be several and not joint and several with respect to each Holder.

(c) Any Person entitled to indemnification under Section 7(a) or 7(b) (an "Indemnified Party") will (i) give reasonably prompt written notice to the indemnifying party (the "Indemnifying Party") of any claim with respect to which it seeks indemnification and (ii) unless in such Indemnified Party's reasonable judgment a conflict of interest between such Indemnified and Indemnifying Parties may exist with respect to such claim, permit such Indemnifying Party to assume the defense of such claim with counsel reasonably satisfactory to the Indemnified Party. If such defense is assumed, the Indemnifying Party will not be subject to any liability for any settlement made by the Indemnified Party without its consent (but such consent will not be unreasonably withheld, conditioned or delayed). An Indemnifying Party who is not entitled to, or elects not to, assume the defense of a claim will not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such

Indemnifying Party with respect to such claim, unless in the reasonable judgment of any Indemnified Party a conflict of interest may exist between such Indemnified Party and any other of such Indemnified Parties with respect to such claim.

(d) The indemnification provided for under this Agreement will remain in full force and effect regardless of any investigation made by or on behalf of the Indemnified Party or any officer, director or controlling Person of such Indemnified Party and will survive the transfer of securities. If the indemnification provided for in Section 7(a) or 7(b) is unavailable to or insufficient to hold harmless an Indemnified Party in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each Indemnifying Party shall contribute to the amount paid or payable by such Indemnified Party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and the Indemnified Party in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative fault of such Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by such Indemnifying Party or by such Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties hereto agree that it would not be just and equitable if contribution pursuant to this subsection (d) were determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to in this subsection (d). The amount paid or payable by an Indemnified Party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above shall be deemed to include any legal or other fees or expenses reasonably incurred by such Indemnified Party in connection with investigating or defending any such action or claim. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. Notwithstanding any other provisions of this Section 7, in no event will any Holder be required to undertake liability to any person under this Section 7 for any amounts in excess of the dollar amount of the proceeds to be received by such Holder from the sale of such Holder's Registrable Shares (after deducting any fees, discounts and commissions applicable thereto) pursuant to any Registration Statement under which such Registrable Shares are to be registered under the Securities Act.

(e) All reasonable fees and expenses of the Indemnified Party (including reasonable fees and expenses to the extent incurred in connection with investigating or preparing to defend such proceeding in a manner not inconsistent with this Section) shall be paid to the Indemnified Party, as incurred, within ten (10) business days of written notice thereof to the Indemnifying Party, which notice shall be delivered no more frequently than on a monthly basis (regardless of whether it is ultimately determined that an Indemnified Party is not entitled to indemnification hereunder; provided, that the Indemnifying Party may require such Indemnified Party to undertake to reimburse all

such fees and expenses to the extent it is finally judicially determined that such Indemnified Party is not entitled to indemnification hereunder).

8. Participation in Underwritten Registrations. No Person may participate in any registration hereunder which is underwritten unless such Person (a) agrees to sell such Person's securities on the basis provided in any underwriting arrangements approved by the Person or Persons entitled hereunder to approve such arrangements and (b) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents required under the terms of such underwriting arrangements; provided that no holder of Registrable Shares included in any underwritten registration shall be required to make any representations or warranties to the Company or the underwriters other than representations and warranties regarding such holder and such holder's intended method of distribution.

9. Reports and Information. The Company hereby agrees to provide to the Investor, so long as they continue to hold Registrable Shares, copies of all filings made by the Company to the SEC promptly after such filing. Subject to applicable securities laws and the receipt of confidentiality undertakings, if appropriate, the Company further agrees to provide to the Investor other detailed information regarding the Company and its properties as is reasonably requested by the Investors promptly following any such request.

10. Definitions.

"Affiliate" means, with respect to any Person, any other Person which, directly or indirectly, controls, is controlled by or under common control with such Person.

"Holder" means the holder or holders, as the case may be, from time to time of Registrable Securities.

"Person" means an individual, a partnership, a joint venture, a corporation, a trust, an unincorporated organization and a government or any department or agency thereof.

"Registrable Shares" means (i) the Common Shares issued or issuable to the Investor upon exchange of OP Units issued to Investor and (ii) any Common Shares issued or issuable with respect to the Common Shares referred to in clause (i) above by way of replacement, share dividend, share split or in connection with a combination of Shares, recapitalization, merger, consolidation or other reorganization. As to any particular Registrable Shares, such securities will cease to be Registrable Shares when they have been sold to the public pursuant to an offering registered under the Securities Act or sold to the public in compliance with Rule 144 under the Securities Act (or any similar rule then in force). For purposes of this Agreement, a Person will be deemed to be a holder of Registrable Shares whenever such Person has the right (or will have in the future the right) to acquire directly or indirectly such Registrable Shares (upon conversion or exercise in connection with a transfer of securities or otherwise, but disregarding any restrictions or limitations upon the exercise of such right), whether or not such acquisition has actually been effected. In that regard, Holders of OP Units shall be entitled to exercise the rights granted hereunder with respect to the registration of Registrable Shares without first having to actually effect the exchange of OP Units for Common Shares and the

Holders of OP Units shall be entitled to make a request for registration under Section 1 of this Agreement prior to the expiration of the Lock-up Period. NO SUCH EXCHANGE OF OP UNITS FOR COMMON SHARES SHALL BE REQUIRED UNTIL THE REGISTRATION OF REGISTRABLE SHARES FOR WHICH THE OP UNITS SHALL BE EXCHANGED SHALL HAVE BEEN DECLARED OR ORDERED "EFFECTIVE" BY THE SEC AND THE HOLDER OF OP UNITS SHALL HAVE ELECTED TO SELL SUCH COMMON SHARES PURSUANT TO SUCH REGISTRATION.

11. Miscellaneous.

(a) Public Company. Nothing herein shall be deemed to create an obligation on the part of the Company to remain a reporting company under the provisions of the Securities Exchange Act of 1934, as amended, or limit the right of the Company to "go private" at any time during the term hereof.

(b) Remedies. Any Person having rights under any provision of this Agreement will be entitled to enforce such rights specifically to recover damages caused by reason of any breach of any provision of this Agreement and to exercise all other rights granted by law. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that any party may in its sole discretion apply to any court of law or equity of competent jurisdiction (without posting any bond or other security) for specific performance and for other injunctive relief in order to enforce or prevent violation of the provisions of this Agreement.

(c) Amendments and Waivers. Except as otherwise provided herein, the provisions of this Agreement may be amended or waived only upon the prior written consent of the Company and holders of a majority of the then outstanding Registrable Shares.

(d) Successors and Assigns. All covenants and agreements in this Agreement, including the right to have the Company register for resale the Registrable Shares, by or on behalf of any of the parties hereto will bind and inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not, including any pledges of OP Units or Registrable Shares. In addition, whether or not any express assignment has been made, the provisions of this Agreement which are for the benefit of purchasers or holders of Registrable Shares are also for the benefit of, and enforceable by, any subsequent Holder of Registrable Shares, including any assigns pursuant to the OP Partnership Agreement and including any pledges of OP Units or Registrable Shares.

(e) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

(f) Counterparts. This Agreement may be executed simultaneously in two or more counterparts, any one of which need not contain the signatures of more than one

party, but all such counterparts taken together will constitute one and the same Agreement.

(g) Descriptive Headings. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

(h) Governing Law. The corporate laws of the State of Maryland will govern all questions concerning the relative rights of the Company or its shareholders and the laws of Illinois will govern all questions concerning the relative rights of holders of OP Units. All other questions concerning the construction, validity and interpretation of this Agreement will be governed by and construed in accordance with the domestic laws of the State of Illinois, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Illinois.

(i) Consent to Jurisdiction. The parties hereto agree that any action arising out of or relating to this Agreement, or concerning the interpretation or enforcement thereof, shall be brought only in the Circuit Court of Cook County, Illinois or in the Federal Courts for the Northern District of Illinois. The parties hereto consent to the venue and personal jurisdiction of those courts in any action brought pursuant to the provisions hereof. Each party hereto hereby waives any right they may have to transfer or change the venue of any litigation brought against it by another party hereto in connection with this Agreement in accordance with this Section 11(i) and each party hereto hereby waives any claim of forum non conveniens.

(j) Waiver of Trial by Jury. Each party hereto knowingly, voluntarily and intentionally waives any rights that such party may have to a trial by jury in any litigation arising in any way in connection with this Agreement or any related agreement or instrument or any of the matters contemplated or described herein. Each party hereto acknowledges that this waiver is a material inducement for the other party to enter into this Agreement and undertake the obligations of such other party hereunder. Each party hereto further agrees and acknowledges that this waiver shall be effective as to each and every other agreement, document or instrument concerning such other party and relating to this Agreement or the matters contemplated or described herein).

(k) Notices. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given when delivered personally to the recipient, sent to the recipient by reputable express courier service (charges prepaid) or mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid. Such notices, demands and other communications will be sent to each Holder at the address indicated on the records of the Company and to the Company at the address indicated below:

c/o Ellen Kelleher
Executive Vice President and General Counsel
Two North Riverside Plaza
Suite 800
Chicago, Illinois 60606

or to such other address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party.

(l) Entire Agreement. This Agreement, together with the various other instruments and agreements being executed concurrently herewith, represent the entire agreement of the parties with respect to the subject matter contained herein and supersede all prior agreements and understandings between the parties with respect to such subject matter.

(m) Attorney Fees. In connection with any suit to enforce this Agreement, the reasonable fees and expenses of legal counsel to the prevailing party shall be paid by the losing party.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below the Company's signature.

MANUFACTURED HOME COMMUNITIES, INC., a Maryland corporation

By: /s/ David W. Fell

Name: David W. Fell
Its: Vice President
Date: _____

MHC OPERATING LIMITED PARTNERSHIP, an Illinois limited partnership

By: MHC TRUST, a Maryland real estate investment trust
Its: General Partner

By: /s/ David W. Fell

Name: David W. Fell
Its: Vice President
Date: _____

INVESTOR:

MONTE VISTA, LLC, an Arizona limited liability company

By: Homefree Village Resorts, Inc.
Manager of Monte Vista, LLC

By: /s/ Craig M. Bollman, Jr.

Name: Craig M. Bollman, Jr.
Title: President

EXHIBIT A

PLAN OF DISTRIBUTION

We are registering the shares of common stock on behalf of the selling security holders. Sales of shares may be made by selling security holders, including their respective donees, transferees, pledgees or other successors-in-interest directly to purchasers or to or through underwriters, broker-dealers or through agents. Sales may be made from time to time on the New York Stock Exchange, any other exchange or market upon which our shares may trade in the future, in the over-the-counter market or otherwise, at market prices prevailing at the time of sale, at prices related to market prices, or at negotiated or fixed prices. The shares may be sold by one or more of, or a combination of, the following:

- - a block trade in which the broker-dealer so engaged will attempt to sell the shares as agent but may position and resell a portion of the block as principal to facilitate the transaction (including crosses in which the same broker acts as agent for both sides of the transaction);

- - purchases by a broker-dealer as principal and resale by such broker-dealer, including resales for its account, pursuant to this prospectus;

- - ordinary brokerage transactions and transactions in which the broker solicits purchases;

- - through options, swaps or derivatives;

- - in privately negotiated transactions;

- - in making short sales or in transactions to cover short sales; and

- - put or call option transactions relating to the shares.

The selling security holders may effect these transactions by selling shares directly to purchasers or to or through broker-dealers, which may act as agents or principals. These broker-dealers may receive compensation in the form of discounts, concessions or commissions from the selling security holders and/or the purchasers of shares for whom such broker-dealers may act as agents or to whom they sell as principals, or both (which compensation as to a particular broker-dealer might be in excess of customary commissions). The selling security holders have advised us that they have not entered into any agreements, understandings or arrangements with any underwriters or broker-dealers regarding the sale of their securities.

The selling security holders may enter into hedging transactions with broker-dealers or other financial institutions. In connection with those transactions, the broker-dealers or other financial institutions may engage in short sales of the shares or of securities convertible into or exchangeable for the shares in the course of hedging positions they assume with the selling security holders. The selling security holders may also enter into options or other transactions with broker-dealers or other financial institutions which require the delivery of shares offered by this prospectus to those broker-dealers or other financial institutions. The broker-dealer or other financial institution may then resell the shares pursuant to this prospectus (as amended or supplemented, if required by applicable law, to reflect those transactions).

The selling security holders and any broker-dealers that act in connection with the sale of shares may be deemed to be "underwriters" within the meaning of Section 2(11) of the Securities Act of 1933, and any commissions received by broker-dealers or any profit on the resale of the shares sold by them while acting as principals may be deemed to be underwriting discounts or commissions under the Securities Act. The selling security holders may agree to indemnify any agent, dealer or broker-dealer that participates in transactions involving sales of the shares against liabilities, including liabilities arising under the Securities Act. We have agreed to indemnify each of the selling security holders and each selling security holder has agreed, severally and not jointly, to indemnify us against some liabilities in connection with the offering of the shares, including liabilities arising under the Securities Act.

The selling security holders will be subject to the prospectus delivery requirements of the Securities Act. We have informed the selling security holders that the anti-manipulative provisions of Regulation M promulgated under the Securities Exchange Act of 1934 may apply to their sales in the market.

Selling security holders also may resell all or a portion of the shares in open market transactions in reliance upon Rule 144 under the Securities Act, provided they meet the criteria and conform to the requirements of Rule 144.

Upon being notified by a selling security holder that a material arrangement has been entered into with a broker-dealer for the sale of shares through a block trade, special offering, exchange distribution or secondary distribution or a purchase by a broker or dealer, we will file a supplement to this prospectus, if required pursuant to Rule 424(b) under the Securities Act, disclosing:

- - the name of each such selling security holder and of the participating broker-dealer(s);

- - the number of shares involved;

- - the initial price at which the shares were sold;

- - the commissions paid or discounts or concessions allowed to the broker-dealer(s), where applicable;

- - that such broker-dealer(s) did not conduct any investigation to verify the information set out or incorporated by reference in this prospectus; and

- - other facts material to the transactions.

In addition, if required under applicable law or the rules or regulations of the Commission, we will file a supplement to this prospectus when a selling security holder notifies us that a donee or pledgee intends to sell more than 500 shares of common stock.

We are paying all expenses and fees customarily paid by the issuer in connection with the registration of the shares. The selling security holders will bear all brokerage or underwriting discounts or commissions paid to broker-dealers in connection with the sale of the shares.

EXHIBIT 4.3

MHC Operating Limited Partnership
c/o Manufactured Home Communities, Inc.
Two North Riverside Plaza, Suite 800
Chicago, Illinois 60606

Ladies and Gentlemen:

The undersigned is contributing property (the "Contributed Assets") to MHC Operating Limited Partnership ("MHC"), a limited partnership formed under the Illinois Revised Uniform Limited Partnership Act, of which MHC Trust, a Maryland real estate investment trust, is the sole general partner (the "General Partner"). MHC intends to operate in accordance with the Second Amended and Restated Partnership Agreement dated as of March 15, 1996 (as amended from time to time in accordance with the terms thereof, the "Partnership Agreement").

The undersigned has been furnished certain publicly filed documents of the General Partner (collectively, the "Information Statement"), which are being provided in connection with the offering (the "Offering") of partnership interests ("OP Units") in MHC. The OP Units are to be issued in exchange for the contribution to MHC of the Contributed Assets.

Section 1.

1.1 Subscription. The undersigned hereby subscribes for OP Units as indicated on the counterpart signature page hereof. In respect of this subscription, the undersigned herewith delivers to MHC (i) two executed original signature pages of this Subscription Agreement, and (ii) a fully completed Investor Information Sheet, Account Information Sheet, and Accredited Investor Questionnaire, attached as EXHIBITS A, B AND C, respectively.

1.2 Acceptance or Rejection of Subscription. MHC reserves the right to reject this subscription, in whole but not in part, in the sole discretion of MHC, if MHC determines that the offer or sale of OP Units to the undersigned will be made under circumstances that would cause the exemption referred to in Section 2.1(c)(i) below to be lost. In the event such a determination is made, the undersigned acknowledges and agrees that MHC may reject this subscription even if it accepts other subscriptions by other investors. With respect to persons being offered OP Units, if MHC rejects this subscription pursuant to this Section 1.2, the undersigned understands and agrees that he will receive cash in lieu of OP Units and neither the General Partner nor MHC shall have any further obligation hereunder. Subject to the foregoing and compliance by the undersigned with all of the terms and provisions hereof, this subscription will be accepted by MHC if the "Closing" occurs under the Offering.

Section 2.

2.1 Investor Representations and Warranties. The undersigned hereby acknowledges, represents and warrants to, and agrees with MHC as follows, which acknowledgments will be true and correct as of the closing of the transaction whereby MHC acquires the Contributed Assets (the "Closing Date"):

(a) Authorization. This Subscription Agreement constitutes a valid and legally binding obligation on the part of the undersigned, enforceable in accordance with its

terms except as affected by (i) bankruptcy law, and (ii) equitable principles. The undersigned represents that he, she or it has full power and authority to enter into this Subscription Agreement.

(b) Accredited Investor; No Advertisement or Solicitation.

(i) The undersigned is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended (the "Securities Act"), and further represents and warrants that the information provided by the undersigned in the Accredited Investor Questionnaire attached as Exhibit C is true and correct as of the date hereof.

(ii) The undersigned acknowledges that the offer and sale of the OP Units to him, her or it has not been accomplished by any form of general solicitation or general advertising, including, but not limited to, (i) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media, or broadcast over television or radio and (ii) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

(c) Restrictions on Transfer.

(i) The undersigned understands and acknowledges that the OP Units have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), by reason of a specific exemption from the registration provisions thereof which exemption depends upon, among other things, the bona fide nature of the investment intent of the undersigned as expressed herein and the other representations of the undersigned set forth herein.

(ii) The undersigned understands and acknowledges that none of the OP Units or the securities into which OP Units may be exchanged have been registered under the Securities Act or registered or qualified under the securities laws of any state and none may be sold, transferred, assigned, pledged or hypothecated absent an effective registration thereof under such Securities Act or an opinion of counsel, which opinion is satisfactory in form and substance to MHC and its counsel, to the effect that such registration is not required under said Securities Act or such states or that such transaction complies with the rules promulgated by the Securities and Exchange Commission under said Securities Act or such states. The undersigned understands and acknowledges that he, she or it must bear the economic risks of this investment resulting from such limitations.

(iii) The undersigned understands and acknowledges that the sale, transfer or other disposition of the OP Units is further restricted by the provisions of this Agreement and the Partnership Agreement.

(iv) In accordance with the Partnership Agreement, OP Units may be exchanged for common shares of Manufactured Home Communities, Inc., a Maryland corporation ("Parent"), $.01 par value per Share ("Common Shares"). Common Shares also will not have been registered under the Securities Act (unless the Parent elects to

register the Common Shares) and the General Partner and Parent will also rely upon the representations of the undersigned as to investment intent and otherwise with respect to the issuance of any Common Shares. The restrictions referred to as being applicable to unregistered OP Units in paragraphs (a) through (c) of this Section 2 will also apply to any unregistered Common Shares.

(v) The undersigned is aware of the provisions of Rule 144 promulgated under the Securities Act, pursuant to which the undersigned may be able to sell Common Shares, subject to certain exceptions, one year after they receive such Common Shares so long as certain current public information is available about the issuer, the sale is through a broker in an unsolicited "broker's transaction" and that the undersigned does not sell, in any three-month period, more than the greater of 1% of the outstanding Common Shares or the average weekly trading volume of Common Shares for the four-week period preceding the sale. The undersigned generally will be able to sell the Common Shares without regard to any volume or other limitations discussed above beginning two years after they receive the Common Shares, unless they are affiliates of the Company (i.e., a person controlling, controlled by or under common control with the Company). Affiliates of the Company will continue to be subject to the volume limitations on unregistered sales following the expiration of the two-year period. The one and two-year periods are measured from the date Common Shares are received, not from the date OP Units are received. The preceding description is a general summary of the restrictions of Rule 144, and the undersigned should consult with his or her own legal advisor to ensure compliance with all of the requirements of applicable federal and state securities laws and regulations. In this connection, the undersigned understands Rule 144 may or may not be available for the resale of the OP Units and the undersigned should consult an attorney with regard to the availability of Rule 144. Common Shares are subject to the reporting requirements under the Securities Exchange Act of 1934 and upon notice of issuance have been listed for trading on the New York Stock Exchange. The undersigned further understands and acknowledges that, with respect to Common Shares, while the General Partner believes that the Parent satisfies the conditions of Rule 144 on the date it accepts this subscription, there can be no assurance that it will meet such conditions one year following the issuance of Common Shares (the first date when sales under this rule would be permitted). In the event not all of the requirements of Rule 144 are met, registration under the Securities Act or some other registration exemption will be required for any disposition of Common Shares. The undersigned understands that although Rule 144 is not exclusive, the Securities and Exchange Commission (the "Commission") has expressed its opinion that persons proposing to sell restricted securities received in an offering other than a registered offering or pursuant to Rule 144 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales that such persons and the brokers who participate in the transactions do so at their own risk.

(d) Disclosure of Information. The undersigned and/or the undersigned's purchaser representative or personal advisor, as the case may be:

(i) has been furnished the Information Statement and any documents which may have been made available upon request, has carefully read the public

documents constituting the Information Statement and understands and has evaluated the risks of an investment in the OP Units, and has relied solely (except as indicated in subsections (ii) and (iii) below) on the information contained in the public documents constituting the Information Statement;

(ii) has been provided an opportunity to obtain any additional information requested concerning the OP Units, MHC, the General Partner and Parent;

(iii) has been given the opportunity to ask questions of, and receive answers from, the General Partner and MHC concerning the terms and conditions of this subscription, the Partnership Agreement, and other matters pertaining to this investment, and has been given the opportunity to obtain such additional information necessary to verify the accuracy of the information contained in the public documents constituting the Information Statement or that which was otherwise provided in order for him, her or it to evaluate the merits and risks of an investment in MHC to the extent the General Partner or MHC possesses such information or can acquire it without unreasonable effort or expense, and has not been furnished any other offering literature or prospectus on which they are entitled to rely except as mentioned herein or in the public documents constituting the Information Statement; and

(iv) has determined that the OP Units are a suitable investment for him, her or it and that at this time he, she or it could bear the economic risk of the investment.

(e) Investment Experience. The undersigned represents that he, she or it has such knowledge and experience in financial and business matters as to be capable of evaluating alone, or together with his, her or its purchaser representative or personal advisor, the merits and risks of an investment in the OP Units and protecting his, her or its own interests in connection with the investment and has obtained, in his, her or its judgment, alone, or together with his, her or its purchaser representative or personal advisor sufficient information from the General Partner or MHC to evaluate the merits and risks of an investment in the OP Units. The undersigned has not utilized any person as his, her or its purchaser representative or professional advisor in connection with evaluating such risks and merits. The undersigned acknowledges that he, she or it has the financial ability to bear the economic risk of his, her or its investment in MHC (including his, her or its possible loss), has adequate means for providing for his, her or its current needs and personal contingencies and has no need for liquidity with respect to the investment in MHC. If other than an individual, the undersigned also represents it has not been organized solely for the purpose of acquiring the OP Units.

(f) Purchase Entirely for Own Account. This Subscription Agreement is made with the undersigned solely in reliance upon his, her or its representation to MHC, which by the undersigned's execution of this Subscription Agreement he, she or it hereby confirms, that the OP Units to be received by the undersigned will be acquired for investment for the undersigned's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that he, she or it has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Subscription Agreement, the undersigned further represents that he, she or it does not have any contract,

undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to any of the OP Units.

(g) Further Limitations on Disposition. Without in any way limiting the representations set forth above, the undersigned further agrees not to (a) make any disposition of all or any portion of the OP Units owned by the undersigned, except for the exchange of OP Units for Common Shares:

(i) unless and until there is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement;

(ii) unless and until (A) the undersigned shall have notified MHC of the proposed disposition and shall have furnished MHC with a detailed statement of the circumstances surrounding the proposed disposition and (B) if requested by MHC, the undersigned shall have furnished MHC with an opinion of securities counsel, satisfactory to MHC and its counsel, that such disposition will not require registration of such securities under the Securities Act; or

(b) sell, transfer or otherwise dispose of any OP Units to any person or entity whom the General Partner determines in its sole discretion, is not an "accredited investor" within the meaning of Regulation D of the Securities Act; or

(c) for a period of one (1) year from the date of this Agreement, pledge, hypothecate or collectively assign to any other person or entity any of the OP Units.

(h) Legends. To the extent applicable, any certificate issued in respect of any OP Units or Common Shares issued in exchange for OP Units, shall be endorsed with the legends substantially in the form set forth below, and the undersigned covenants that, except to the extent such restrictions are waived by MHC, the undersigned shall not transfer any OP Units or Common Shares received in exchange therefor without complying with the restrictions on transfer described in such legends:

(i) "THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATES AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED, OR HYPOTHECATED ABSENT AN EFFECTIVE REGISTRATION THEREOF UNDER SUCH ACT OR AN OPINION OF COUNSEL, WHICH OPINION IS SATISFACTORY IN FORM AND SUBSTANCE TO THE PARTNERSHIP, AND ITS COUNSEL, TO THE EFFECT THAT SUCH REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR SUCH STATES OR THAT SUCH TRANSACTION COMPLIES WITH THE RULES PROMULGATED BY THE SECURITIES AND EXCHANGE COMMISSION UNDER SAID ACT OR SUCH STATES."

(ii) "THE SECURITIES HEREBY REPRESENTED ARE SUBJECT TO, AND MAY NOT BE TRANSFERRED WITHOUT COMPLYING WITH, CERTAIN RESTRICTIONS ON TRANSFER CONTAINED IN THE PARTNERSHIP AGREEMENT. A COPY OF SAID AGREEMENT MAY BE INSPECTED AT THE OFFICES OF THE PARTNERSHIP."

(iii) Any legend required by any applicable state securities law, or the several agreements for the acquisition of the Contributed Assets by MHC to be entered into between the General Partner, MHC, and the undersigned at or about the Closing Date.

(i) Investor Awareness. The undersigned acknowledges, agrees and is aware that:

(i) MHC's financial and operating history is limited to the period since March 3, 1993;

(ii) no federal or state agency has passed upon the OP Units or the Common Shares or made any finding or determination as to the fairness of this investment;

(iii) there are substantial risks of loss of investment incidental to the purchase of the OP Units;

(iv) the investment in MHC or the Common Shares is an illiquid investment and the undersigned must bear the economic risk of investment in the OP Units, or the Common Shares for an indefinite period of time;

(v) this Agreement and the Partnership Agreement contain substantial restrictions on transferability of the OP Units and Common Shares;

(vi) neither the General Partner, MHC, nor any of their affiliates or representatives has provided the undersigned with any investment, tax, legal, regulatory or accounting advice with respect to the investment in or ownership of OP Units or Common Shares; and

(vii) the representations, warranties, agreements, undertakings and acknowledgments made by the undersigned in this Subscription Agreement (including without limitation the exhibits thereto) are made with the intent that they be relied upon by MHC and the General Partner in determining the undersigned's suitability as a purchaser of the OP Units, and shall survive its admission as a limited partner in MHC. In addition, the undersigned undertakes to notify the General Partner immediately of any change in any representation, warranty or other information relating to the undersigned set forth herein.

Section 3.

3.1 Modification. Neither this Subscription Agreement nor any provisions hereof shall be waived, modified, discharged or terminated except by an instrument in writing signed by the party against whom any waiver, change, discharge or termination is sought.

3.2 Notices. All notices, payments, demands or other communications given hereunder shall be deemed to have been duly given and received (i) upon personal delivery or (ii) in the case of notices sent within, and for delivery within, the United States, as of the date shown on the return receipt after mailing by registered or certified mail, return receipt requested, postage prepaid, or (iii) the second succeeding business day after deposit with Federal Express or other equivalent air courier delivery service, unless the notice is held or retained by the customs service, in which case the date shall be the fifth succeeding business day after such deposit as follows:

If to the undersigned:

Charles H. Williams
2525 East Camelback Road
Suite 700
Phoenix, AZ 85016
Telephone: (602) 912-8952
Telecopy: (602) 912-8945

with a copy to:

Gallagher & Kennedy, P.A.
2575 East Camelback Road
Phoenix, Arizona 85016-9225
Telephone: (602) 530-8281
Telecopy: (602) 530-8500
Attention: Michael W. Murphy, Esq.

If to MHC:

MHC OPERATING LIMITED PARTNERSHIP
c/o Manufactured Home Communities, Inc.
Suite 800
Two North Riverside Plaza
Chicago, Illinois 60606
Telephone: (312) 279-1400
Telecopy: (312) 279-1715
Attention: General Counsel

With a copy to:

Katten Muchin Zavis Rosenman
525 West Monroe Street
Suite 1600
Chicago, IL 60661
Telephone: (312) 902-5532
Telecopy: (312) 577-8668
Attention: Daniel J. Perlman, Esq.

3.3 Binding Effect. Except as otherwise provided herein, this Subscription Agreement shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns. If the undersigned is more than one person, the obligation of the undersigned shall be joint and several and the agreements, representations, warranties and acknowledgments herein contained shall be deemed to be made by and be binding upon each such person and his heirs, executors, administrators and successors.

3.4 Entire Agreement. This Subscription Agreement, that certain Contribution Agreement between the undersigned and the Partnership dated as of the date hereof (the "Contribution Agreement"), and the Partnership Agreement, contain the entire agreement of the parties with respect to this subscription, and there are no representations, covenants or other agreements except as stated or referred to herein or therein.

3.5 Assignability. This Subscription Agreement is not transferable or assignable by the undersigned.

3.6 Applicable Law. This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State.

3.7 Gender. All pronouns contained herein and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the parties hereto may require.

3.8 Counterparts. This Subscription Agreement may be executed through the use of separate signature pages or in counterparts, and each of such counterparts shall, for all purposes, constitute one agreement binding on the parties hereto, notwithstanding that the parties hereto are not signatories to the same counterpart.

3.9 Further Assurances. The undersigned will, from time to time, execute and deliver to the General Partner or MHC all such other and further instruments and documents and take or cause to be taken all such other and further action as the General Partner or MHC may reasonably request in order to effect the transactions contemplated by this Agreement.

MHC OPERATING LIMITED PARTNERSHIP

SUBSCRIPTION AGREEMENT
COUNTERPART SIGNATURE PAGE

The undersigned, desiring to enter into this Subscription Agreement for the subscription of the number of OP Units indicated below, hereby agrees to all of the terms and provisions of this Subscription Agreement and agrees to be bound by all such terms and provisions.

The undersigned has executed this Subscription Agreement as of the _____ day of May, 2004.

With respect to OP Units:
Number of OP Units being Subscribed: 65,466 The Number of OP Units determined in accordance with the Contribution Agreement.

/s/ Charles H. Williams
- ----------
Name: Charles H. Williams, Trustee of the Williams Family Revocable Living Trust dated May 19, 2003

Agreed and Accepted this ____ day of May, 2004.

MHC OPERATING LIMITED PARTNERSHIP,
an Illinois limited partnership

By: MHC TRUST, a Maryland real estate investment trust, its General Partner

By: /s/ David W. Fell

Name: David W. Fell
Title: Vice President

EXHIBIT 4.4

Equity LifeStyle Properties, Inc.
Two North Riverside Plaza
Suite 800
Chicago, Illinois 60606

June 7, 2005

Williams Family Revocable Living Trust
11060 East Gold Dust
Scottsdale, Arizona 85259
Attention: Charles H. Williams, Trustee

Re: Form S-3 Registration Statement

Dear Mr. Williams:

Pursuant to the Subscription Agreement dated as of May 2004 (the "Subscription Agreement") between the Williams Family Revocable Living Trust dated May 19, 2003 (the "Trust") and MHC Operating Limited Partnership ("MHC"), the Trust acquired 65,466 units of partnership interests ("OP Units") in MHC. Each of the OP Units is exchangeable for one share of Common Stock, $.01 par value ("Common Stock"), of Equity LifeStyle Properties, Inc. (the "Company"). The shares of Common Stock for which the OP Units owned by the Trust are exchangeable are hereinafter referred to as the "Trust Shares." The Company has agreed to include the Trust Shares on a shelf registration statement ("Registration Statement") and related prospectus ("Prospectus") to be filed with the Securities and Exchange Commission with respect to registration of the resale of Common Stock of another holder of OP Units. In connection therewith, the Trust agrees as follows:

1. The Trust hereby acknowledges that neither the Company nor MHC is under any obligation to register the Trust Shares, and neither the Company nor MHC shall have any liabilities or obligations to the Trust or its affiliates or transferees with respect thereto. Without limiting the foregoing, the Company shall have no obligation to the Trust or its affiliates or transferees to obtain or maintain the effectiveness of the Registration Statement, to make any post-effective amendment of the Registration Statement or to supplement or amend the Prospectus.

2. Upon receipt of any notice from the Company that a Material Event (as hereinafter defined) exists or that any circumstance, event or occurrence has happened or exists as a result of which the Registration Statement or related Prospectus contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, in each case during the period the Registration Statement is effective, the Trust agrees that it will immediately discontinue offers and sales of the Trust Shares under the Registration Statement until (i) the Trust receives copies of a supplemented or amended Prospectus that corrects the misstatements or omissions referred to and receives notice that any

required post-effective amendment has become effective or (ii) in the case of a Material Event, that the circumstances giving rise to the Material Event no longer require the discontinuance of offers and sales of the Trust Shares under the Registration Statement. "Material Event" shall mean any circumstance, event or occurrence that would require the disclosure of material information that the Company has a bona fide business purpose for retaining as confidential or material information the disclosure of which may have a material adverse effect on the Company or its stockholders in relation to any financing, acquisition, corporate reorganization or other material transaction contemplated by the Board of Directors of the Company and involving the Company or any of its affiliates, in each case as determined by the Company in its reasonable judgment.

3. The Trust agrees that upon receipt of any notice from the Company of the happening of any circumstance, event or occurrence as a result of which the Prospectus included in such Registration Statement contains an untrue statement of a material fact or omits to state any material fact necessary to make the statements therein not misleading or upon the issuance of any stop order suspending the effectiveness of a Registration Statement, or of any order suspending or preventing the use of any related Prospectus or suspending the qualification of any Trust Shares included in such Registration Statement for sale in any jurisdiction, the Trust will forthwith discontinue disposition of the Trust Shares pursuant to the Registration Statement until receipt from the Company of an appropriate supplement or amendment to the Prospectus or until the withdrawal of such order.

4. The Trust shall furnish to the Company in writing such information relating to the Trust as the Company reasonably requests for use in connection with the Registration Statement or Prospectus and, to the extent permitted by law, will indemnify the Company, its officers, directors, stockholders, partners, employees and trustees and each person or entity who controls (within the meaning of applicable securities laws) the Company (collectively, the "Indemnified Parties") against any losses, claims, damages, liabilities and fees and expenses whatsoever (including without limitation, the fees and expenses of counsel) incurred in investigating, preparing or defending against, or amounts paid in settlement of, any litigation, action, investigation or proceeding, in each case whether or not the Company is a party thereto, that rises out of or is based upon or caused by any untrue or alleged untrue statement of material fact contained in the Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement or alleged untrue statement or omission or alleged omission arises out of information so furnished in writing by the Trust to the Company.

5. This letter agreement may be executed simultaneously in two or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same agreement.

6. All questions concerning the construction, validity and interpretation of this letter agreement will be governed by and construed in accordance with the domestic laws of the State of Illinois, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Illinois.

7. This letter agreement, together with the Subscription Agreement, represents the entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior agreements and understandings between the parties with respect to such subject matter.

Very truly yours,

EQUITY LIFESTYLE PROPERTIES, INC.

By /s/ Ellen Kelleher

Title: EVP and General Counsel

Agreed to and accepted as of the date first above written:

WILLIAMS FAMILY REVOCABLE LIVING TRUST

By /s/ Charles H. Williams

Charles H. Williams, Trustee

EXHIBIT 5.1

[CLIFFORD CHANCE US LLP LETTERHEAD]

June 16, 2005

Equity LifeStyle Properties, Inc.
Two North Riverside Plaza, Suite 800
Chicago, Illinois 60606

Dear Sirs:

We have acted as counsel to Equity LifeStyle Properties, Inc., a Maryland corporation (the "Company"), in connection with a determination of the validity of the shares of the Company's common stock, par value $0.01 per share ("Common Stock"), being registered pursuant to a registration statement on Form S-3 (the "Registration Statement") under the Securities Act of 1933, as amended (the "Securities Act"). The Registration Statement relates to possible offerings from time to time by selling stockholders of up to 1,124,187 shares of Common Stock.

In rendering the opinions expressed below, we have examined originals or copies, certified or otherwise identified to our satisfaction, of the Registration Statement and certain resolutions of the Board of Directors of the Company, on its own behalf and in its former capacity as the general partner of MHC Operating Limited Partnership, an Illinois limited partnership (the "Operating Partnership"), certified by an officer of the Company on the date hereof as being complete, accurate and in effect, authorizing the filing of the Registration Statement and other related matters. We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such other documents, corporate, trust, and partnership records, certificates and letters of public officials and other instruments as we have deemed necessary or appropriate for the purpose of rendering the opinions set forth below. In examining all such documents, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us, and the conformity with the respective originals of all documents submitted to us as certified, telecopied, photostatic or reproduced copies. As to facts upon which this opinion is based, we have relied, as to all matters of fact, upon certificates and written statements of officers, directors and accountants for the Company.

Based on, and subject to, the foregoing, the qualifications and assumptions set forth herein and such examination of law as we have deemed necessary, we are of the opinion that the shares of Common Stock have been duly authorized and, when delivered and paid for in the manner contemplated by the prospectus which is a part of the Registration Statement, will be validly issued, fully paid and nonassessable.

The opinions set forth in this letter relate only to the federal securities laws of the United States. We express no opinion (A) as to the enforceability of forum selection clauses in the federal courts or (B) with respect to the requirements of, or compliance with, any state securities or blue sky or real estate syndication laws.

This letter has been prepared for your use in connection with the Registration Statement and is based upon the law as in effect and the facts known to us on the date hereof. We have not undertaken to advise you of any subsequent changes in the law or of any facts that hereafter may come to our attention.

The foregoing assumes that all requisite steps will be taken to comply with the requirements of the Securities Act and applicable requirements of state laws regulating the offer and sale of securities.

We consent to the filing of this opinion as an exhibit to the Registration Statement and to the reference to us under the caption "Legal Matters" in the prospectus which is a part of the Registration Statement. In giving this consent, we do not concede that we are within the category of persons whose consent is required under the Securities Act or the rules and regulations of the Securities and Exchange Commission promulgated thereunder.

Very truly yours,

/s/ Clifford Chance US LLP

EXHIBIT 8.1

[CLIFFORD CHANCE US LLP LETTERHEAD]

June 16, 2005

Equity LifeStyle Properties, Inc.
Two North Riverside Plaza, Suite 800
Chicago, IL 60606

Re: REIT Status of Equity Lifestyle Properties, Inc.

Ladies and Gentlemen:

We have acted as counsel to Equity Lifestyle Properties, Inc., a Maryland corporation formerly known as Manufactured Home Communities, Inc. (the "Company"), in connection with the Form S-3 registration statement of the Company to be filed with the Securities and Exchange Commission (the "SEC") on or about June 16, 2005, under the Securities Act of 1933, as amended (together with any amendments thereto, the "Registration Statement"). Capitalized terms not otherwise defined herein shall have the meanings given in the Registration Statement.

In rendering the opinion expressed herein, we have examined and relied upon such documents, records and instruments as we have deemed necessary in order to enable us to render the opinion referred to in this letter. In our examination of the foregoing documents, we have assumed, with your consent, that (i) all documents reviewed by us are original documents, or true and accurate copies of original documents, and have not been subsequently amended, (ii) the signatures of each document are genuine, (iii) each party who executed such documents had proper authority and capacity, (iv) all representations and statements set forth in such documents are true and correct, (v) all obligations imposed by any such documents on the parties thereto have been or will be performed or satisfied in accordance with their terms and (vi) the Company at all times has been and will continue to be organized and operated in accordance with the terms of such documents.

For purposes of rendering the opinion stated below, we have also assumed, with your consent, the accuracy of the representations contained in the certificate of representations, dated as of the date hereof, provided to us by the Company (the "Certificate"), and that each representation contained in the Certificate to the best of the Company's knowledge is accurate and complete without regard to such qualification as to the best of the Company's knowledge. These representations generally relate to the operation and classification of the Company as a real estate investment trust (a "REIT") under the Internal Revenue Code of 1986, as amended (the "Code").

Based upon and subject to the foregoing, we are of the opinion that commencing with its taxable year ended December 31, 1999, the Company was organized and has operated in conformity with the requirements for qualification and taxation as a REIT under the Code, and the Company's method of operation, as represented by the Company, will permit the Company to continue to so qualify.

The opinion set forth in this letter is based on relevant provisions of the Code, Treasury Regulations promulgated thereunder, interpretations of the foregoing as expressed in court decisions, legislative

history, and existing administrative rulings and practices of the Internal Revenue Service ("IRS") (including its practices and policies in issuing private letter rulings, which are not binding on the IRS except with respect to a taxpayer that receives such a ruling), all as of the date hereof. These provisions and interpretations are subject to change, which may or may not be retroactive in effect, and which may result in modifications of our opinion. Our opinion does not foreclose the possibility of a contrary determination by the IRS or a court of competent jurisdiction, or of a contrary determination by the IRS or the Treasury Department in regulations or rulings issued in the future. In this regard, an opinion of counsel with respect to an issue represents counsel's best professional judgment with respect to the outcome on the merits with respect to such issue, if such issue were to be litigated, but an opinion is not binding on the IRS or the courts and is not a guarantee that the IRS will not assert a contrary position with respect to such issue or that a court will not sustain such a position asserted by the IRS.

Further, the opinion set forth above represents our conclusions based upon the documents, facts and representations referred to above. Any material amendments to such documents, changes in any significant facts or inaccuracy of such representations could affect the opinion referred to herein. Moreover, the Company's qualification and taxation as a REIT depend upon the Company's ability to meet, through actual operating results, requirements under the Code regarding income, assets, distributions and diversity of stock ownership. Because the Company's satisfaction of these requirements will depend on future events, no assurance can be given that the actual results of the Company's operations for any particular taxable year will satisfy the tests necessary to qualify as or be taxed as a REIT under the Code. We have not undertaken to review the Company's compliance with these requirements on a continuing basis. Although we have made such inquiries and performed such investigations as we have deemed necessary to fulfill our professional responsibilities as counsel, we have not undertaken an independent investigation of all of the facts referred to in this letter and the Certificate.

The opinion set forth in this letter: (i) is limited to those matters expressly covered and no opinion is to be implied in respect of any other matter; (ii) is as of the date hereof; and (iii) is rendered by us at the request of the Company. We hereby consent to the filing of this opinion with the SEC as an exhibit to the Registration Statement and to the references therein to us. In giving such consent, we do not hereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended, or the rules and regulations of the Securities and Exchange Commission promulgated thereunder.

Very truly yours,

/s/ Clifford Chance US LLP

EXHIBIT 23.3

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the reference to our firm under the caption "Experts" in the Registration Statement on Form S-3 and related Prospectus of Equity Lifestyle Properties, Inc., for the registration of 1,124,187 shares of its common stock and to the incorporation by reference therein of our report dated March 24, 2005, except for Notes 4 and 6, as to which the date is June 7, 2005, with respect to the consolidated financial statements and schedules of Equity Lifestyle Properties, Inc., included in its Current Report on Form 8-K dated June 15, 2005, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Chicago, Illinois
June 16, 2005