

# **PROSPECTUS**

## **DALE VILLAGE, INC.**

### **Mobile Home Cooperative**

**Prospectus revision date: June 8, 2016**

Identification assigns by the division: PR 2 V0 20005 and # 107947566

This Prospectus contains pertinence information before buying a unit.

**DALE VILLAGE, INC.**

**A 55 + MOBILE HOME PARK**

**June 8, 2016**

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- 1.-BYLAWS ( B ) as per June 8, 2016**
- 2.-Rules and Regulations ( R ) amended as June 8, 2016**
- 3.-Easement and Covenant Agreement (includes the layout of the park)**
- 4.-Proprietary Lease**

**NB: all underline items are new**

# DALE VILLAGE, INC

## PROSPECTUS

### ARTICLE P1 NAME AND LOCATION OF COOPERATIVE.

DALE VILLAGE, INC.  
Dale Village Mobile Home Park  
5001 W. Hallandale Beach Boulevard  
Pembroke Park, Florida 33023

### ARTICLE P1.A NOTICES AND DEMANDS.

DALE VILLAGE, INC.  
4901 SW 27th Court  
Pembroke Park, Florida 33023

### ARTICLE P2 COOPERATIVE PROPERTY DESCRIPTION.

**P2.1** The maximum number of lots that will use shared facilities is three hundred and thirty (330). An additional lot is presently in use as a "mini-park" (corner of 28<sup>th</sup> Court and 50<sup>th</sup> Avenue - block 11, lot 20). There are no plans to convert the mini-park to use as a mobile home lot.

**P2.2** Approximate lot sizes:

**NOTE:** lot sizes are approximate. Dimensions have been rounded off to a whole number of feet. A corner radius must be deducted (or added) where appropriate ("curve"). The symbol "a" lot with a curved boundary, and the associated dimension is an arc measurement.

Typical: 40' wide X 80' deep

Non-Typical:

<u>Block</u>	<u>Lot</u>	<u>Approx. Dimensions (in feet)</u>
1	6	35 x 81 x 60 x 85
1	7	27 x 85 x 70 x 51 x 88
1	8	30 x 94 x 74 x 80 (less anchor)
1	14	86 x 80 x 40 x 92 (less curve)
1	15	86 x 92 x 40 x 80 (less curve)

<u>Block</u>	<u>Lot</u>	<u>Approx. Dimensions (in feet)</u>
1	21	30 x 80 x 74 x 94 (less anchor)
1	22	21 x 88 x 51 x 70 x 84
1	23	40 x 84 x 60 x 81
1	33	35 x 80 x 70 x 55
1	34	21 x 89 x 60 x 70 x 85
1	35	33 x 85 x 60 x 80
1	41A	77 x 80 x 77 x 80 less 20x31 (anchor area)
1	41B	34 x 80 x 34 x 80
1	48	45 x 80 x 45 x 80
1	49	50 x 80 x 50 x 80
2	1	60 x 80 x 60 x 80
2	29	60 x 80 x 60 x 80
2	30	60 x 80 x 60 x 80
2	58	60 x 80 x 60 x 80
3	1	42 x 80 x 42 x 80 (less curve)
3	8	26 x 80 x 72 x 92
3	9	78 x 92 x 32 x 80 (less curve)
3	17	42 x 80 x 42 x 80 (less curve)
4	1	42 x 80 x 42 x 80
4	9	78 x 80 x 32 x 92 (less curve)
4	10	26 x 92 x 72 x 80
4	17	42 x 80 x 42 x 80
5	1	97 x 80 x 31 x 92
5	6	77 x 92 x 31 x 80
5	7	77 x 80 x 31 x 92
5	12	97x 92 x 31 x 80
5	13	77 x 80 x 31 x 92
5	18	77 x 92 x 31 x 80
5	19	77 x 80 x 31 x 92
5	24	77 x 92 x 31 x 80
5	25	97 x 80 x 31 x 92
5	30	77 x 92 x 31 x 80
5	31	77 x 80 x 31 x 92
5	35	32 x 80 x 32 x 80
5	36	69 x 92 x 23 x 80

<u>Block</u>	<u>Lot</u>	<u>Approx. Dimensions (in feet)</u>
6	1	52 x 80 x 52 x 80
6	7A/7B	76 x 80 x 76 x 80 less irregular anchor area: 10 x 20 x 20 x 15 x 26
6	13	28 x 80 x 75 x 95
6	14	26 x 95 x 50 x 70 x 92
6	15	33 x 92 x 68 x 84
6	16	40 x 84 x 40 x 84
6	17	40 x 84 x 40 x 84
6	18	40 x 84 x 40 x 84
6	19	40 x 84 x 40 x 83
6	20	40 x 83 x 40 x 83
6	21	40 x 83 x 40 x 83
6	22	40 x 83 x 40 x 83
6	23	40 x 83 x 40 x 83
6	24	42 x 83 x 42 x 82 (less curve)
7	1	56 x 92 x 102 x 80
7	6	42 x 80 x 42 x 80 (less curve)
7	7	42 x 80 x 42 x 80 (less curve)
7	14	68 x 80 x 22 x 92 (less curve)
8	6	30 x 89 x 67 x 81
8	7	30 x 87 x 48 x 63 x 89
8	8	29 x 80 x 80 x 98
8	13	79 x 92 x 33 x 80 (less curve)
8	14	79 x 80 x 33 x 92 (less curve)
8	20	Typical less 10 x 6 in SE corner
8	21	42 x 80 x 42 x 80
9	1	68 x 92 x 22 x 80
9	8	41 x 80 x 41 x 80 (less curve)
9	9	41 x 80 x 41 x 80 (less curve)
9	14	56 x 80 x 102 x 92 (less curve)
10	1	42 x 80 x 42 x 80 (less curve)
10	16	43 x 80 x 43 x 80 (less curve)
10	17	28 x 113 x 108 x 80 (less curve)
10	18	56 x 113 x 56 x 113
10	19	56 x 113 x 56 x 113

<u>Block</u>	<u>Lot</u>	<u>Approx. Dimensions (in feet)</u>
10	20	56 x 113 x 56 x 113
10	21	56 x 113 x 56 x 113
10	22	56 x 113 x 56 x 113
10	23	56 x 113 x 56 x 113
10	24	56 x 113 x 56 x 113
10	25	56 x 113 x 56 x 113
10	26	56 x 113 x 56 x 113
10	27	108 x 80 x 28 x 113 (less curve)
11	1	47 x 80 x 47 x 80 (less curve)
11	12	47 x 80 x 47 x 80 (less curve)
11	13	107 x 80 x 47 x 101 (less curve)
11	14	59 x 101 x 57 x 104
11	15	59 x 104 x 57 x 107
11	16	58 x 107 x 57 x 110
11	17	58 x 110 x 57 x 112
11	18	57 x 112 x 57 x 113
11	19	57 x 113 x 57 x 113
11	20	27 x 113 x 107 x 80 (less curve) (mini park)
12	1	60a x 79 x 70 x 138
12	2	56 x 138 x 55 x 137
12	3	84 x 137 x 20 x 23 x 25 x 77
12	4	66 x 77 x 25 x 53 x 71 x 135 (less space for advertising panel)
12	5	57 x 135 x 57 x 135
12	6	57 x 135 x 57 x 135
12	7	57 x 135 x 57 x 135
12	8	57 x 135 x 58 x 136
12	9	57 x 136 x 59 x 139
12	10	27a x 139 x 6 x 114 x 84
12	11	40 x 84 x 40 x 82
12	12	40 x 82 x 40 x 82
12	13	40 x 82 x 40 x 82
13	1	59a x 140 x 71 x 79
13	2	59 x 140 x 59 x 140
13	3	59 x 140 x 59 x 140
13	4	59 x 111 x 21 x 39 x 140

<u>Block</u>	<u>Lot</u>	<u>Approx. Dimensions (in feet)</u>
13	5	119 x 40 x 40 x 39 x 111
13	6	50 x 60 x 7 x 46 x 70 x 99
13	7	74 x 140 x 104 x 46 x 42 x 60
13	8	56 x 140 x 56 x 140
13	9	56 x 141 x 56 x 140
13	10	56 x 141 x 56 x 141
13	11	56 x 141 x 56 x 141
13	12	40a x 79 x 130 x 141
13	13	40 x 79 x 40 x 79
13	14	40 x 79 x 40 x 79
13	15	40 x 80 x 40 x 79

### **SCHEDULE OF CORNER and OVERSIZED LOTS**

<u>Address</u>	<u>Site</u>
5101 SW 27 Court	Block 1 lot 14
5100 SW 26 Court	Block 1 lot 15
5151 SW 26 St.	Block 2 lot 1
4851 SW 26 St.	Block 2 lot 29
4850 SW 25 Court	Block 2 lot 30
5151 SW 25 Court	Block 2 lot 58
5151 SW 26 Court	Block 3 lot 1
5101 SW 26 Court	Block 3 lot 8
5100 SW 26 St.	Block 3 lot 9
5150 SW 26 St.	Block 3 lot 17
5151 SW 28 St.	Block 4 lot 1
5101 SW 28 St.	Block 4 lot 9
5101 SW 27 Court	Block 4 lot 10
5150 SW 27 Court	Block 4 lot 17
4981 SW 28 St.	Block 5 lot 35
2641 SW 48 Terrace	Block 6 lot 24
4875 SW 26 Court	Block 7 lot 1
4851 SW 26 Court	Block 7 lot 6
4850 SW 26 St.	Block 7 lot 7
4884 SW 26 St.	Block 7 lot 14
4871 SW 27 Court	Block 8 lot 13
4870 SW 26 Court	Block 8 lot 14
4885 SW 28 St.	Block 9 lot 1

<u>Address</u>	<u>Site</u>
4851 SW 26 St.	Block 9 lot 8
4850 SW 27 Court	Block 9 lot 9
4874 SW 27 Court	Block 9 lot 14
4950 SW 28 St.	Block 10 lot 1
4850 SW 28 St.	Block 10 lot 1
4851 SW 28 Court	Block 10 lot 17
4951 SW 28 Court	Block 10 lot 27
5000 SW 28 St.	Block 11 lot 1
5096 SW 28 St.	Block 11 lot 12
5071 SW 28 Court	Block 11 lot 13
5001 SW 28 Court	Block 11 lot 20 (Mini Park)
5000 SW 28 Court	Block 12 lot 1
4940 SW 28 Court	Block 13 lot 1 .

**P2.3** A portion of the park is owned by a local television station as its transmitter site. If the use changes, the Cooperative has right of first refusal to purchase that area, in which case the center of the park can be converted to additional lots (estimated maximum of 25 additional lots). There are no plans to expand recreational facilities if additional lots are added.

**P2.4** The Plot plan is appended to the Wometco Easement Agreement. The Park layout plan indicates the street names & addresses, the lot, the share and the bloc numbers. (See exhibit # 3).

**P2.5** All facilities described have been constructed, as at this latest (2016) revision. More particulars of the facilities are described in Article P5.

**P3 SETBACK AND MINIMUM SEPARATION DISTANCE SAFETY REQUIREMENTS.**

**P3.1** Pursuant to Chapter 4A-42.05 of the Florida Administrative Code, the State Fire Marshal has adopted the National Fire Protection Association (NFPA) Code. Code 501 A, Chapter 4 (1999 Edition) sets forth the minimum separation distance requirements between mobile homes as follows:

**P3.2 Setbacks for Dale Village.**

**P3.2.1** Setback margin from center of street to the front of balcony (Porch) or veranda 25' or in line north the front porch to neighbor, the further distance applies.

**P3.2.2** Distance between structures

- a) enclosed living area an auxiliary structure (shed or carport) : 5'.
- b) 2 enclosed living area : 10'.
- c) 2 auxiliary structures or carport : 5'.
- d) 2 enclosed living space with fire to wall 1 hour fireproof 5'.  
(for structures in place before this amendment (April 4<sup>th</sup> 2006) 3').
- e) 2 structures back-to-back 14' measured horizontal.
- f) 2 structures back to side 8' (corner lot).
- g) height from below the steel beam 3 cement blocks or 24 inches to ground level  
Cornice should not exceed 12 inches inclive of gutter
- h) Height to the gable ~~45~~15 feet 6 inches.

**P3.2.3** At all times the 5 feet separation distance will be respected between enclosed structures (1 accessory and 1 living area). Under exceptional circumstances, and in situations of common accord between neighbors, the Responsible Park Officer may grant permission to the 3 ft. (0.9 m) separation distance (a fire-resistant wall is required). In situations of dispute, the decision of the Executive Committee will be final and respected.

**P3.2.4** In appropriate situations the Authorized Officer of Dale Village may grant installations at the 8 feet and the 6 feet distances as described in sub-article P3.2.

**P3.2.5** The Town of Pembroke Park may impose setback requirements as these pertain to Park Boundaries.

**P3.3** It is imperative to refer to, and abide by Article R3 of the Rules and Regulations with regards to the installation and/or modification of a mobile home. Also refer to Article P10 of this document.

The requirements quoted and referenced above of the various governing agencies having jurisdiction in these matters may overlap or be inconsistent with one another. In addition, governmental rules or regulations are subject to amendment or repeal. No representation is made as to interpretation of the

setback and separation requirements set out above, nor as to the continuing applicability of such requirements set out above nor as to the continuing applicability of such requirements after the acquisition date. "Acquisition date" as used herein is the June 1, 1984. Prospective Tenants of the Park may enquire from the Dale Village Business Office and or/ with the above authorities with respect to these matters.

Please note that the above quoted and referenced requirements concern only the setback and separation requirements applicable to the Park on the acquisition date of the Park, and that any one or more of such requirements may have been or may be subsequently modified or repealed. The requirements stated above may not be applicable to the Park, in whole or in part, due to the placement of homes in the Park prior to the enactment of those requirements, vested rights established under earlier ordinances, statutes or laws; or due to subsequent judicial decisions interpreting these or other laws. The prospective Homeowner is advised to obtain further information regarding installation of mobile homes in the Park from the Dale Village Business Office and/or the appropriate permitting authority.

#### **ARTICLE P4 NATURE OF COOPERATIVE INTEREST BEING SOLD.**

The land on which the Cooperative is situated is owned by the Cooperative in fee simple, subject to certain easements. (See Exhibit 4).

#### **ARTICLE P5 DESCRIPTION OF RECREATIONAL AND OTHER COMMON FACILITIES TO BE USED ONLY BY OR FOR DALE VILLAGE RESIDENTS.**

**P5.1** The **Community Centre** is located at the Centre of the Park, south of the television tower. All dimensions are available at the administration office.

- a) Recreational Hall
- b) Kitchen
- c) Lavatories: Women  
Men
- d) Administrative offices
  - President
  - Manager
  - Secretary
  - Conference room
  - Waiting room
- e) Library
- f) Office for Real Estate Transactions

g) Television transmission room

**P5.2 Use of the Community Centre:**

**P5.2.1** The centrally air-conditioned Recreational Hall, inclusive of the kitchen, is used for meetings, parties and other functions. It may be reserved for a fee and a deposit. Refer to sub-article P13.4 and sub-article R5.2 of the Rules and Regulations.

**P5.2.2** The offices are used for Park administrative purposes.

**P5.2.3 Lavatories** are open for use at any time when recreational facilities are open. They are situated on the northwest side of the Community Center and are accessible from the pool.

**P5.2.4 The library** is located at the main entrance of the Community Centre (1<sup>st</sup> door, left side). The days and hours of operation are posted at the door or on the community bulletin board.

**P5.3 Swimming Pool:**

**P5.3.1 Location** - The Pool area is located north of the Community Centre and is accessible from both sides of the Centre.

**P5.3.2 Pool description:**

- Approximate Size is 25 feet x 49 feet.
- Depth varies from 3 feet to 6 feet.
- Capacity for approximately 22 persons.
- Deck size (including pool) is approximately 70 feet x 52 feet.
- Pool is heated.
- There is an adjacent outdoor shower.
- Area rigid roof

**P5.4 Other facilities:**

**P5.4.1** Postal service mail boxes are situated near the Community Center. They bear an alpha numeric code unrelated to street addresses.

**P5.4.2** Four (4) outdoor shuffleboards area rigid roof

**P5.4.3** Six (6) outdoor "Pétanque" courts area rigid roof

**P5.4.4** The community television control room is in a separate and independent facility within the Storage Parking Lot.

**P5.4.5** Two (2) utility storage sheds.

**P5.5 Personal Property available for use by residents:**

**P5.5.1** The Community Centre is equipped to accommodate residents and invitees. For their benefit are the necessary kitchen equipment, recreational furniture and equipment to permit the various indoor and outdoor organized activities and functions. Record is kept in inventory per P5.5.4.

**P5.5.2** The Cooperative also operates a **Community Television Service** (French) from which various activities and meetings are advertised. The necessary equipment also forms part of the inventory as stated in P5.5.4.

**P5.5.3** Other:

- a) **Library (hundreds of books) (French & English)**
- b) **Emergency telephone situated at the rear of the club house.**

**P5.5.4** A **perpetual inventory** of equipment (personal property) for use by or for Residents is maintained by the Treasurer of the Cooperative, in conjunction with the responsible Recreational Activities Officer and the Manager. The updated status is available to potential and current homeowners by consulting the inventory document; a record of the disposal of equipment is also maintained.

**P5.6 General hours the facilities are available for use:**

**P5.6.1** Normal hours for use of recreational facilities are:

**7:30 A.M. to 9:00 P.M. (winter)**  
**8:30 A.M. to 9:00 P.M. (summer)**

seven (7) days a week, except for tournaments, special events, maintenance and during inclement weather. Hours may be modified by management. At times when events or functions are scheduled, use of the Community Centre, Pool, Shuffleboard, and "Pétanque" may be restricted to function participants or curtailed when necessary for special uses.

**P5.6.2** Whenever possible, notices of any changes in the hours of operation or days that facilities will be available for use will be posted in the Community Hall and the exterior bulletin board, ten (10) days prior to such action.

**P5.6.3** Scheduling of recreational facility use may be delegated to a committee comprised of residents in the Park, by way of a formal agreement or other arrangement.

**P5.7** Completion status of facilities. -All facilities listed above are completed. However, the right is reserved to alter or change any of such facilities or property from time to time by the removal, relocation or alteration of existing facilities and property or the construction of new facilities. No assurance is given that any of the foregoing facilities or property will remain available for the residents' use for any specified period.

## **ARTICLE P6 LEASING PLANS**

**P6.1** Dale village is a mobile home park, which has voluntarily transitioned from a mobile home lot rental to Cooperative ownership.

**P6.2** The only leases involved in the Cooperative are proprietary leases appurtenant to ownership, and leases between the Cooperative and those Tenants who were living in the park at the time of conversion and chose not to purchase a unit (share).

**P6.3** New leases are not given, except under Chapter 723, Florida Statutes with respect to units (shares) which are not subject to proprietary leases.

**P6.4** Subleasing, whether by Tenants or the park under Chapter 723 of Florida Statutes, or by owners of a cooperative unit (share) is normally not permitted. See sub-article R1.4, of the Rules and Regulations.

## **ARTICLE P7 COOPERATIVE MANAGEMENT, MAINTENANCE, AND OPERATION.**

**P7.1** Dale Village is owned by participating Shareholder in a Cooperative form of ownership. The Board of Directors of Dale Village, Inc. is responsible for employing personnel, contractors, and others necessary to maintain facilities and provide services enumerated in this Prospectus.

**P7.2** As of the Filing Date, there were no contracts for the providing of managerial services. The Board of Directors has the power to contract with independent parties for management or maintenance of the park. As of the Filing Date, the Park is managed by an employee of the Cooperative. The Cooperative, through its employee-manager, provides general administration maintains files, circulates notices of meetings, collects rents, disburses payment of bills, arranges for maintenance of common areas, and is available for liaison between Tenants and the Board of Directors.

**P7.3** Management provides no special services for Tenants. Management's function is to provide general administration of the cooperative, maintain files, circulate notices of meetings of its

directors and stockholders, collect rent, maintenance and other charges and fees, pay expenses of the Cooperative, and arrange for maintenance of common areas.

**P7.4** The Cooperative maintains a Business Office in the center of the Park, in the Community Center. The days and hours of operation are: **except holidays.**

a) **May 1<sup>st</sup> through Labor Day**  
**Monday to Friday**  
**8.30 A.M. to 12:00 P.M. (noon).**  
**NB: Closed in the afternoon.**

c) **From Labor Day to April 30<sup>th</sup>:**  
**Monday**  
**8.30 A.M. to 12.00 P.M. (noon),**  
**1.00 P.M. to 4.30 P.M.**  
  
**Tuesday to Friday**  
**8.30 Am to 12.00 PM (noon)**  
**NB: Closed in the afternoon**

The telephone number for the Park and the Cooperative Office is :**954-987-9471.**

The fax number is:**954-987-6818.**

The internet E-mail is: [dalevillage@hotmail.com](mailto:dalevillage@hotmail.com)

Address: 4901 SW 27<sup>th</sup> Court, Pembroke Park 33023

Website : www.dalevillage.org

**P7.5** Hours of operation are subject to change from time to time and will be posted.

## **ARTICLE P8 THE SALE, LEASE OR TRANSFER OF STOCK & HOMES ARE RESTRICTED OR CONTROLLED.**

**P8.1.** Restrictions on Sale of Stock are contained in the Bylaws under Article B7, and in the Rules and Regulations under Article R7.

**P8.2** Parties acquiring stock rights through involuntary transfers (foreclosure, inheritance) may acquire stockholder status only through permission of the Board of Directors. Otherwise such parties may sell their stock rights, but no parties may become a resident or stockholder unless that person is approved by the Cooperative as a Tenant. [A stock right refers to a right to acquire stockholder status, subject only to approval. A stock right is personal property, transferable by bill of

sale, or other legally documented assignment or transfer, upon proper and adequate notice to the Cooperative.]

**P8.3** Restriction on Leasing (subleasing) Mobile Homes may be found in the Rules and Regulations, Sub-Article R1.4

**P8.4** The Cooperative *has a right of first refusal* to purchase stock and mobile homes offered for sale. Refer to article R7 of the Rules and Regulations.

**P8.5** Ownership of Stock may be involuntarily terminated. Refer to the Bylaws, Article B7.

## **ARTICLE P9 RESTRICTIONS ON THE USE OF HOMES AND COOPERATIVE PROPERTY.**

**P9.1** Restrictions on the use of Recreational Facilities, other than as set in Sub-Articles P5.6.1 and P5.6.2, and on the use of other cooperative property (including land and homes) are contained in Articles R1 through R4 of the Rules and Regulations.

**P9.2** As decreed under sub-article B1.5 of the Bylaws, Dale Village is a Park for older persons, meaning persons 55 years of age or older. That is, at least one person occupying the mobile home must be 55 years of age or older and all occupants must have attained the age of 18 prior to residency in the Park. Further, at least 80% of the mobile homes must be occupied by at least one person 55 years of age or older. These restrictions are set forth in more detail in Sub-Article R1.2 of the Rules and Regulations.

**P9.3** Pets are permitted, subject to the limitations and rules contained in Sub-Article R1.6 of the Rules and Regulations.

## **ARTICLE P10 MOBILE HOME INSTALLATION REQUIREMENTS.**

**P10.1** For replacement mobile home, such improvements as may be necessary to return the site to the condition which is approximately the same as, or better than what existed prior to the entry of the mobile home, but consistent with other sites and installations. The current standards must always be observed and respected to its fullest extent.

**P10.2** For new mobile homes on new sites, as per setback and minimum separation requirements described in Article P3 of this document.

**P10.3** Driveways must be maintained in good repair. If repairs or replacement is required, it

will be the responsibility of the homeowner and replacement must conform to standards of driveways currently being installed. Refer to Sub-Article R3.8 of the Rules and Regulations.

**P10.4** As a condition of occupancy in the park (re a displacement of, or the entry of, a used mobile home), the necessary home alterations or repairs and installation of the mobile home and required improvements must be approved and/or inspected by the delegated Officer of the Cooperative prior to acceptance of an Application for Tenancy.

**P10.5** Other conditions to meet Cooperative and Township installation and construction requirements are stated in Article R3 of the Rules and Regulations.

**P10.6** Required improvements may be changed from time to time, but will be altered in the manner prescribed by law or by rules of the Department of Business Regulation for amendments to this prospectus if required by such law or rules. All Tenants will be notified of such changes prior to their occupancy. All required improvements (as well as optional improvements) must be approved by, and meet specifications as established by, the Board of Directors. Current specifications are available in the Business office.

**P10.7** A purchaser of a cooperative share acquiring a mobile home from a current Tenant who does not own a cooperative share will, if necessary to meet the current standards required by the Cooperative, be required to upgrade the mobile home he is purchasing from the original tenant.

**P10.8** In general and except as expressly provided to the contrary in this prospectus, and to the extent permitted by law, each owner of a mobile home in the Park is responsible for the maintenance and repair of his mobile home, mobile home lot, and all improvements thereon (including landscaping) according to the various Sub-Articles of Articles R3 and R4 of the Rules and Regulations.

**P10.9** A homeowner must request a written approval from the President of the Cooperative or the Delegated Officer for any modifications, improvements and additions to the existing home or appurtenances or any new installation. Subsequent to this approval, certain work requires a building permit from the Town of Pembroke Park. Upon receiving the approval and permit as the case may be, one may proceed with the work according to the approved plan.

**P10.10** The Town permit is generally valid for six (6) months. ~~Dale Village imposes a ninety days time limit on the completion of exterior covering of the mobile home (mandatory vinyl siding)~~  
The delay to achieve an addition or modification to mobile home is ~~45~~ 75 days.

**P10.11** It is the responsibility of the homeowner to ensure inspection is called for prior to the

expiry of the permit and/or at each progress phase. The Town policy is to charge the identical original permit fee should you call, and/or they must follow up, after the expiry date. Therefore, give due consideration to your annual departure date when scheduling the inspection.

## **ARTICLE P11 UTILITIES AND OTHER SERVICES.**

**P11.1 Electricity:** Provided by Florida Power & Light Company. Must be arranged for and paid for by the Homeowner. Florida Power & Light is responsible for electrical lines up to and including the meter. The main breaker, the meter pedestal, and all electrical lines and connections, including any exterior wiring, are the mobile homeowner's responsibility.

**P11.2 Gas:** Provided by City Gas of Florida. Must be arranged for and paid for by the Homeowner.

**P11.3 Water:** Provided by Broward County Environmental Services. Must be arranged for and paid for by the Homeowner.

**P11.4 Sewage and Waste Water Services:** Provided by the Town of Pembroke Park. The Town is responsible for the maintenance of the wastewater collection system up to the sanitation tee on each mobile home lot or site (ref., Section 28-279(b) of the Town's Code of Ordinances).

**P11.5 Storm Drainage:** None (provided by natural run off), except for 28<sup>th</sup> Street and 28<sup>th</sup> Court, which have self-contained "french" drains.

**P11.6 Garbage and Trash Pickup:** Contracted and paid for by the Cooperative. Refer to Sub-Article R4.8 of the Rules and Regulations.

**P11.7 Cable Television:** Must be arranged for and paid for by the homeowner. Because of the location of the television transmitting facilities in the center of the park, cable television is recommended for adequate reception. Refer to Sub-Article R3.7 of the Rules and Regulations for the use of television transmission devices.

**P11.8 Wireless Internet** service is provided by the Cooperative. Certain equipment can be provided at the secretary's at a cost to the resident.

## **ARTICLE P12 APPORTIONMENT OF COMMON EXPENSES.**

(Bylaws article B5 also refers).

**P12.1** Each share of stock represents an equal amount of ownership in the cooperative. Percentage ownership will vary according to the number of shares issued and outstanding but no person is permitted to acquire an interest in more than one share of stock, except for the situation described in sub-article R1.2.4 of the Rules and Regulations.

**P12.2** Monthly maintenance charges are based on annual budget predictions. The shortfall in projected income is divided among the number of stockholders to obtain a base rate. A premium of not more than 15% is assessed on stockholders occupying corner lots. A premium is also assessed on stockholders occupying oversized lots; the premium for oversized lots being not more than 10% plus a factor of approximately one tenth of the percentage by which the lot size exceeds the standard lot size. An oversized lot is one, which exceeds the size of a standard-size lot by at least 8%. Refer to sub-article R6.3 of the Rules and Regulations for detailed explanations and an example of the calculation.

**P12.3** When there is a need for a special assessment, the Board of Directors may assess all stockholders equally, or may apply the same premium factors for corner and oversized lots as is done in determining monthly charges. Normally premium factors will be applied if the special assessment can be related in any way to size of lots; and otherwise application of premium factors is discretionary.

**P12.4** Non-stockholder homeowners may also be affected by the content of this article. See Rules and Regulations sub-article R6.3.

## **ARTICLE P13 BUDGET AND EXPENSES.**

**P13.1** The procedure for adopting the annual budget, and budget categories are enumerated in Article B6 of the Bylaws. A copy of the current budget may be obtained from the Cooperative office.

**P13.2** Monthly maintenance fees is payable every three months (January, April, July, October) and is subject to change.

### **P13.3 OTHER POSSIBLE EXPENSES - *Italic references are to Rules & Regulations***

- a) Emergency service charges: cost incurred (*R6.7 and R9.3*)
- b) Charges for late payment will apply and are subject to change (*R6.4*)
- c) Bad check charge plus the bank charges. (*R6.5*)
- d) Closing expenses – refer to sub-article P16.

e) Facilities charges for «personal» use by residents (recreational hall, kitchen and storage parking lot). (P.13.4 & P13.5 next)

#### **P13.4 RENTING OF THE RECREATIONAL HALL**

**P13.4.1** The fees for the rental of the Hall by Residents for personal non-commercial reasons are as follows:

- a) up to 50 persons: \$50. plus a deposit of \$150.
- b) more than 50 persons: \$100. plus a deposit of \$150.
- c) and a \$50 fee for the use of the kitchen.

The \$150 deposit covers the cleaning of the hall \$100 and \$50 in case of damages. Refer to sub-article R5.3 of the Rules and Regulations.

**P13.4.2** The \$100 deposit will be retained, or part thereof, if the cleaning of the Hall has not been done to the satisfaction of the President of the Social Club or his delegate. The \$50 deposit will be returned if there is no damage. Damages in excess of \$50 are to be paid promptly to the Social Club.

#### **P13.5 STORAGE PARKING LOT:**

Fenced lot: situated west of the recreational facilities

A ~~monthly~~ fee is applicable for all types of cars, boats, trailers, recreational vehicles and motor homes. Price will be charge on the length of the equipment (longest length apply). Price is subject to change. Refer to Sub-Article R2.2 of the Rules of Regulations.

### **ARTICLE P14 RULES AND REGULATIONS.**

**P14.1** All residents, whether Stockholders or Tenants under the Florida Mobile Home Act, must abide by the Rules and Regulations of the Park as contained in Exhibit 3 to this Prospectus.

**P14.2** Rules and Regulations are amended, added and deleted by the Board of Directors. Changes to the Rules and Regulations take effect ninety (90) days from ratification. **EXCEPT** that rules adopted as a result of restrictions imposed by governmental entities and required to protect public health, safety and welfare may be enforced immediately upon notice of adoption. See Article R10 of the R&R.

## **ARTICLE P15 ZONING.**

Under the jurisdiction of the Town of Pembroke Park, the Land upon which the park is situated is zoned a T-1 Mobile Home Park. There are NO plans to change the use of the land owned by the Cooperative.

## **ARTICLE P16 TYPICAL CLOSING EXPENSES - TITLE INSURANCE NOT AVAILABLE.**

**N.B.** Fees are subject to change per the governing body.

**P16.1** Application fee of \$ 100.00. Refer to sub-article R6.1 of the Rules & Regulations.

**P16.2** Current sales tax (6%) on the purchase price of the mobile home only, when not buying the share (stock certificate)

**P16.3** The title registration fee for a mobile home is \$51.00 for a single wide and \$102.00 for a double-wide.

**P16.4** Documentation Stamp, as per Florida statutes, \$10.50 plus .007% of the price of the house and the share (.70 cents per \$100). Sales Tax is not applicable when becoming a stockholder.

**P16.5** The Cooperative has title insurance on Cooperative property. Title insurance for individual stockholders is not available.

## **ARTICLE P17 NO WARRANTIES.**

The Cooperative was created under Chapter 720, Florida Statutes (1983), by an exercise of a statutory right of first refusal to purchase the mobile home park. Accordingly there are no warranties whatsoever with respect to purchase of a unit (share) in the Cooperative, including no warranty of merchantability, nor warranty of fitness for any particular purpose.

## **ARTICLE P18 RESERVATION OF RIGHT TO AMEND THE PROSPECTUS MANUAL.**

The Cooperative reserves the right to amend this Prospectus or any exhibit hereto from time to time to the extent such is not prohibited by law, or to conform with changes in relevant statutory provisions, or to conform with changes in relevant rules of the Department of Business Regulation or any other agency having jurisdiction over the operation of this mobile home park.

## **ARTICLE P19    EXHIBITS.**

The following exhibits are included in this Prospectus Manual.

Exhibit 1 - Bylaws June 8, 2016

Exhibit 2 - Rules and Regulations amended as of June 8, 2016

Exhibit 3 - Easement and Covenant Agreement  
(includes information on the layout of the Park)

Exhibit 4 - Propriety Lease

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