

PROSPECTUS

PEMBROKE PARK LAKES

1. THIS PROSPECTUS CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND YOUR FINANCIAL OBLIGATIONS IN LEASING A MOBILE HOME LOT. MAKE SURE THAT YOU READ THE ENTIRE DOCUMENT AND SEEK LEGAL ADVICE IF YOU HAVE ANY QUESTIONS REGARDING THE INFORMATION SET FORTH IN THIS DOCUMENT.
2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE LESSEE SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS AND SALES MATERIALS.
3. ORAL REPRESENTATIONS SHOULD NOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE PARK OWNER OR OPERATOR. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.
4. UPON DELIVERY OF THE PROSPECTUS TO A PROSPECTIVE LESSEE, THE RENTAL AGREEMENT IS VOIDABLE BY THE LESSEE FOR A PERIOD OF FIFTEEN (15) DAYS.

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I. NAME AND ADDRESS OF PARK

PEMBROKE TRAILER PARK, INC. D/B/A
PEMBROKE PARK LAKES
3196 WEST HALLANDALE BEACH BOULEVARD
PEMBROKE PARK, FL 33009

II. RECEIPT OF NOTICES AND DEMANDS

The following people are authorized to receive notices and demand on the Park Owner's behalf:

DOROTHY FORTIER
3196 WEST HALLANDALE BEACH BOULEVARD
PEMBROKE PARK, FLORIDA 33009

III. DESCRIPTION OF THE PARK PROPERTY

1. Number of Lots: There are 234 lots in the Park.
2. Size of Lots: Lots 1 through 32, 33, through 41, 41A, 41B, 41C, 42 through 45, 47, 49, 51 through 53, 55, 57, 59 through 62, 64, 66, through 71, 73, through 78, 80 through 231 are approximately 35' by 60'; Lots 46, 48, 50, 54, 56 and 58 are pie shaped, approximately 30' x 62'x40'x62'; Lots 32, 63, 65, 72 and 279 are approximately 40'x60'.
3. Setback and Separation Requirements. There are several requirements of law with respect to how far each mobile home within the Park must be set back from the borders of its lot and the distance that must be maintained from each mobile home in the Park and its supporting facilities (such as, for example, a carport) to other mobile homes, supporting facilities and structures in the Park.

Marshall has adopted the code of the National Fire Protection Association. The

applicable provision of the code provide as follows:

5-2.1.1 Any portion of a manufactured home, excluding the tongue, shall not be located closer than 10 ft. (3.04 m) side to side, 8 ft. (2.44 m) end to side, or 6 ft. (1.83 m) end to end horizontally from any other manufactured home or community building, unless the exposed composite walls and roof of either structure are without openings and constructed of materials which will provide a one-hour fire rating, or the structures are separated by a one-hour fire rated barrier.

5-4.1 A carport, awning, ramada, or open (screened) porch shall be permitted to be located immediately adjacent to a site line when constructed entirely of material which do not support combustion and provided that such facilities are not less than 3 ft. (0.91 m) from a building, cabana, or enclosed porch on an adjacent site. A carport, awning, or ramada or open (screened) porch using combustible materials shall not be located closer than 5 ft. (1.52 m) from the site line of an adjoining site.

In addition to the requirements of the State Fire Marshall, the Town of Pembroke

Park, Florida has enacted certain zoning regulations controlling the setback and separation of mobile homes within the Park.

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.

Prospective tenants of the Park are strongly advised to make their own independent inquiry 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 filing date, that any one or more of such requirement may be subsequently

modified or repealed, and that there may exist additional requirements of various governmental entities with respect to the placement and installation of mobile homes on lots within the Park. No obligation is undertaken by the Owner to advise any Park resident or tenant of any such modification or repeal, or of any such additional requirements.

4. Use of Shared Facilities. The total number of lots in the Park is the maximum number of lots that will use the shared facilities of the Park. On the filing date, the number of lots in the Park was 234. In the event the number of lots in the Park should increase or decrease in the future, the maximum number of lots using the shared facilities of the Park will correspondingly increase or decrease.

IV. RECREATIONAL AND COMMON FACILITIES

A. Office. There is a metal building, located in the front of the Park on commercial zoned land on Hallandale Beach Boulevard, currently used as the Park Office. It has a single room of approximately 20'x30'. It is to be used by the Manager for all Park business.

Laundry Building. Pembroke Park Lakes has a laundry, located in the middle of the Park on Lake Drive. The laundry is an open air building, approximately 200 square feet. It is intended to be used by the residents of the Park. There are two (2) washing machines in the laundry area which are owned and maintained by an independent contractor.

B. Swimming Pools. Pembroke Park Lakes does not have a swimming pool or a clubhouse.

C. Other Facilities and Permanent Improvements. There are no other facilities or permanent improvements which serve the mobile home owners.

D. Personal Property. There is not any personal property which will be available for use by the mobile home owners. There is no lawn maintenance equipment (rakes, hoes, hedge trimmers, weed eaters, or lawnmowers) or other personal property available for use by the residents.

E. Days and Hours of Operation. Office hours are 10:00 A.M. to 12:00 P.M. and 2:00 P.M. to 4:00 P.M., Monday through Friday. (CLOSED HOLIDAYS). The laundry area is available during daylight hours.

The hours of each day that each facility is open for use is determined by the Park Rules and Regulations, which may be changed from time to time in accordance with Section X of this Prospectus.

F. In General. All Facilities described in this Section IV have been completed as of the filing date. The owner reserves the right from time to time to alter or change any of such facilities by the removal, relocation or alteration of existing facilities, or the construction of new facilities. No assurance is given that any of the foregoing facilities will remain available for the residents' use for any specified period after the filing date.

V. PARK MANAGEMENT AND MAINTENANCE

The Management of Pembroke Park Lakes is the responsibility of the Park Manager. The Park Manager's office is located at 3196 W. Hallandale Beach Boulevard, and will have posted days and hours of operation. All questions and problems concerning

Park operations should be directed to the Park Manager.

The maintenance and operation of the Park property is also the responsibility of the Park Manager. Any problems which arise concerning Park property should be directed to the attention of the Park Manager.

A Park Owner shall give written notice to each affected mobile home owner and the Board of Directors of the Homeowners Association, if one has been formed, at least ninety (90) days prior to any increase in lot rental amount, or reduction in services or utilities provided by the Park Owner, or change in Rules and Regulation.

In general and except as expressly provided to the contrary in this Prospectus, each owner of a mobile home in the Park is responsible for the maintenance and repair of his or her mobile home, mobile home lot, and all improvements thereon (including landscaping). Also, each owner is responsible for compliance with the Park's Rules and Regulations and for the timely performance of such owner's obligations under his or her Rental Agreement.

VI. IMPROVEMENTS REQUIRED OF MOBILE HOME OWNERS

Mobile home owners who began their tenancies after January 4, 1984, must install the following improvements as a condition of their occupancy in Pembroke Park Lakes.

1. An asphalt driveway to the street where none exists, ten feet (10') in width and thirty feet (30') long.
2. Concrete steps and stoops which must be made of precast moveable units.
3. Skirting, which must be kept in good condition and conform to Park standards.

4. Tied down and anchored in accordance with Florida law.

5. A fully sodded lawn.

Each of such improvements must be designed and installed in accordance with the requirements of the Park Rules and Regulations and in accordance with plans that have been approved in advance by the Resident Manager.

The Mobile Home Owner may also be required to bear, in the form of increases in the lot rental, the cost incurred by owner in installing capital improvements or performing major repairs in the Park. Factors affecting increases in the lot rental are described in Section VIII of this Prospectus.

VII. UTILITIES AND OTHER SERVICES

1. Water - Water is supplied by the Broward Utilities Department, Division of Water and Waste Water. Each lot is metered separately and billed directly to the Mobile Home Owner.

It is the Mobile Home Owner's responsibility to maintain water lines and pay any fees or assessments from the Broward County Utilities Department.

2. Sewage. Sewage disposal is provided by the Town of Pembroke Park, billed to the Park in a lump sum. Responsibility for sewer lines within the Park are the Park Management's responsibility up to the ground connection of the sewer line to the mobile home sewer lines. The inground connection and the lines to and including the mobile home lines, are the mobile home owner's responsibility. This is included in base rent.

3. Waste Disposal. Waste disposal (garbage collection) is presently provided by

All Service Refuse Company and billed to the Park in a lump sum. The provision

of adequate containers and delivering the containers to the appropriate location for pick-up is the Mobile Home Owner's responsibility. This is included in base rent.

4. Cable TV. Cablevision will be provided by AT&T Broadband and is entirely the Mobile Home Owner's responsibility.

5. Storm Drainage. There are no storm drains provided by the Park. Storm drainage is provided by natural seepage into the ground. Since there is no storm drainage, there is no charge included in either base rent or lot rental amount.

6. Electricity. Electric power is provided by Florida Power and Light. It is billed directly to the Mobile Home Owner and is the Owner's sole responsibility. Florida Power and Light is responsible for the electric lines to the meter, including the meter. The Park management is responsible for the electric meter pedestal and the main breaker, provided the home owner does not overload the circuit and is in compliance with the Florida Building Code. Electrical lines to the mobile home or any other connection outside the mobile home, including utility shed connections and outside receptacles, are the mobile home owner's responsibility.

7. Changes to Utilities and Other Services. The description of the utility and other services at the Park set forth above reflects the manner in which such services are provided and charged, and the parties responsible for the maintenance of the facilities necessary to provide such services as of the filing date. The owner reserves the right, upon ninety (90) days prior written notice to each owner of a mobile home in the Park, to

discontinue the provision or maintenance of any utility or other service described above that is presently provided and/or maintained by the Park, so long as such discontinued service or utility is replaced by a comparable service or utility. In the event of such discontinuation or replacement, the mobile home owners within the Park may be billed separately for utilities or services that are billed to the Park as of the filing date, and/or may become responsible for the maintenance of utility facilities that are the responsibility of the Park as of the filing date.

VIII. INCREASES IN LOT RENTAL AMOUNT

The term "lot rental amount" means all financial obligations, except user fees, which are required as a condition of the tenancy.

An increase in the lot rental amount upon expiration of the term of the Lot Rental Agreement, shall be in accordance with Florida Statute 723.037 or 723.059(4), whichever is applicable, provided that, pursuant to 723.059(4), the amount of the lot rental increase is disclosed and agreed by the Purchaser in writing.

No charge may be collected that results in payment of money for sums previously collected as part of the lot rental amount. The provisions hereof, notwithstanding, the mobile home Park Owner may pass on at any time during the term of the Lot Rental Agreement, Ad Valorem property tax and utility charges, or increases of either, provided that the Ad Valorem property taxes and the utility charges are not otherwise being collected in the remainder of the lot rental amount.

No entrance fee may be charged by the Park Owner to the Purchaser of a mobile

home situated in the Park that is offered for sale by a resident of the Park.

A description of the base rent and other charges applicable to your lot is as follows:

1. Base Rent: \$_____ per month.

SPECIAL USE FEES:

A. Entrance Fee: \$100.00

B. Vehicle Storage Fee: \$_____ per vehicle, per month.

C. Pet Fee: \$_____ per pet, per month.

D. Additional Resident Fee: \$25.00 per month for each individual in excess of the number of individuals permitted to reside in the mobile home pursuant to the Rental Agreement, who resides in the mobile home in excess of fifteen (15) consecutive days or thirty (30) total days per year.

E. Late Payment Fee: \$25.00, if payment is not received within five (5) days after the due date. For each day beyond the 5th day of the month, there shall be an additional \$1.00 per day delinquency charge.

F. Return Check Fee: \$25.00 per check returned by the Resident's Bank.

G. Pest Control Fee: \$_____ per month.

H. Lawn Mowing Fee: \$_____ per month.

I. Special Service Fee: \$15.00 per hour, but not less than \$15.00 per service call, for any repair, maintenance, or service that is performed by the Park but is the responsibility of the mobile home owner.

2. "Governmental and Utility Charges" are costs charged to the Park owner by an State or local government or utility company.

The following is a disclosure of the manner in which charges will be assessed.

A. Water Charges: \$_____ per month.

B. Sewer Charges: \$_____ per month.

- C. Waste Disposal Charges: \$ _____ per month.
- D. Real Estate and Other Taxes (other than net income taxes) imposed upon or assessed against the Park by any State or local government: \$9.00 per month.
- E. Special Assessments of any State or local governmental entity: \$ _____ per month.
- F. Filing Fees and any other charge of impositions due to the division and any other State or local governmental entity: \$ _____ per month.
- G. Required Improvements Fee: \$ _____ per month for any improvements to the Park not existing on the delivery date and due to the actions of any State or local government, to the extent permitted by law.
- H. Replacement Utility Charges: \$ _____ per month for any utility or other service not provided or available to Park Residents on the delivery date that replaces, in whole or in part, any utility or other service that is provided or available to Park residents on the delivery date, due to actions of any State or local governmental entity.

3. The base rent and other charges are subject to normal increases, as set forth below, effective each January 1st, with the Park Owner to furnish at least ninety (90) days advance notice to the residents of any such increase. The amount of each increase in the total amount of base rent and other charges will equal the percentage increase in the "CPI" (as defined below) over the "measuring period". For this purpose the "measuring period" means the twelve (12) month period ending on the last day of the month preceding the month in which owner furnished notice of any increase in the base rent and other charges. (CPI means the United States Department of Labor, Consumer Price Index, U.S. City average- All Urban Consumer, 1967 = 100, or, in the event of the discontinuation of publication of such Consumer Price Index, then the alternative index

designated by the United States Department of Labor. If the CPI stays the same, or decreases, the base rent will stay the same and will not decrease. If the CPI increases, the base rent may increase proportionately, as set forth in this paragraph.

In addition to the base rent, as set forth above, any increase in "taxes" (as defined below) over the base year of 1984, or Governmental and Utility charges listed in Paragraph 3, Section VIII, will be passed on to residents on a pro-rata basis. Notice of any additional rents, per this Paragraph, will be given a least ninety (90) days prior to the effective date of increase. "Taxes" means all general and special ad valorem taxes and assessments levied upon or assessed against the Park (including local improvement assessments and storm drainage assessments) and any costs or fees incurred by owner in verifying or contesting any of the same in good faith. If the method of property taxation, prevailing as of the date hereof, is changed so that taxes now levied or assessed on real or personal property are replaced partially or completely by a tax levied or assessed upon owner, as a capital levy or otherwise, or on or measured by rents received by owner from the Park, then such new or altered taxes shall be deemed included within the definition of "Taxes".

IX. USER FEES

The term "user fees" means those amounts charged in addition to the lot rental amount for non-essential optional services provided by, or through, the Park Owner to the Mobile Home Owner under a separate written agreement between the Mobile Home Owner and the person furnishing the optional service or services. There are currently no "user fees" charged.

X. PARK RULES AND REGULATIONS

1. Existing Rules and Regulations. The Park Rules and Regulations in effect as of the filing date are attached to this Prospectus as EXHIBIT "A". Those Rules and Regulations were promulgated prior to the effective date of the Florida Mobile Home Act which made several changes to the laws of the State of Florida governing Mobile Home Parks. Accordingly, several provisions of the Rules and Regulations attached to this Prospectus as EXHIBIT "A" may need to be revised to conform to existing law.

Notwithstanding anything to the contrary set forth in the attached Rules and Regulations, the Owner unconditionally reserves the right to amend the Park Rules and Regulations or to promulgate new Park Rules and Regulations in accordance with provisions of Paragraph 2 below, or in any other matter which may from time to time be permitted by law.

2. Amendments to Rules and Regulation. The Owner may from time to time amend the Park Rules and Regulations by modifying or changing any existing rule or regulation, or adopting any new rule or regulation; provided, however, the Owner shall give at least ninety (90) days prior written notice to each owner of a mobile home in the Park of such amendment, and provided further that no new rule or regulation, except rules adopted as a result of restrictions imposed by governmental entities and required to protect the public health, safety and welfare, shall be enforced by the Owner prior to the expiration of such ninety (90) day period.

XI. ZONING CLASSIFICATION

The present zoning of Pembroke Park Lakes is T-1. The permitted uses allowed under the zoning classification are Mobile Home Park.

The frontage of Pembroke Park Lakes is zoned B-1. The permitted uses allowed under the zoning classification are commercial.

XII. ZONING

The present zoning of Pembroke Park Lakes is T-1. The name of the zoning authority which has jurisdiction over the land comprising Pembroke Park Lakes is the Town of Pembroke Park.

The Park Owner has no definite future plans to seek a change in the use of the land comprising Pembroke Park Lakes.

XIII. EXHIBITS

EXHIBIT "A" - Rules and Regulations

EXHIBIT "B" - Plan of the Park

EXHIBIT "C" - Rental Agreement

The Park Owner reserves the right to amend this Prospectus or any Exhibit thereto, from time to time to the extent permitted by law, to conform with changes in relevant statutory provisions or changes in relevant rules of the Department of Business Regulation, or any other agency having jurisdiction over the operation of this Mobile Home Park.

This Prospectus has been determined adequate to meet the requirements of Chapter 723, Florida Statutes, on the 3rd day of May, 1990. The identification number indicating this is PRMZ001531-PA0708, and the lot number to which this applies is

_____.

July 1, 2001 Addendum
to Prospectus

Notwithstanding anything to the contrary in this prospectus, including the rental agreement, rules and regulations or any other exhibits to the prospectus, the homeowner's proportionate share of pass-through charges shall be defined as:

"Proportionate share" for calculating pass-through charges is the amount calculated by dividing equally among the affected developed lots in the park the total costs for the necessary and actual direct costs and impact or hookup fees incurred for governmentally mandated capital improvements serving the recreational and common areas and all affected developed lots in the park.

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PEMBROKE PARK LAKES

3196 W. HALLANDALE BEACH BOULEVARD
PEMBROKE PARK, FLORIDA 33009
RULES AND REGULATIONS
EFFECTIVE: APRIL 1, 1991

PLEASE EXAMINE CLOSELY - THESE RULES AND REGULATIONS CONTROL YOUR RIGHT TO TENANCY IN THIS PARK AND ALSO YOUR RIGHTS IN THE EVENT OF EVICTION. THESE RULES AND REGULATIONS APPLY TO PROSPECTUS NO. PRMZ001531-PA0708.

Welcome to PEMBROKE PARK LAKES. In order to continue the operation of this Park in a manner that protects not only your rights as a tenant (hereinafter resident), but also those rights of the Park Owner, as well, these Rules and Regulations are not just a guideline, but rather mandatory regulations, designed to make this Park, your home, as pleasant and enjoyable as possible, bearing in mind that your neighbor is entitled to the same benefit.

It is our policy to be fair in the enforcement of these Rules and Regulations, and each resident is hereby expected to adhere to these Rules and Regulations. Our experience has shown that such adherences are necessary if we are to have each resident equally enjoy the benefits provided by the Park.

In the event you have executed a written Lease for your continued occupancy in the Park, these Rules and Regulations are hereby made an intricate part thereof, but if you refused, or are not inclined to execute a written Lease offered by the Park, these Rules and Regulations are therein the regulatory control exercised by the Park in the management hereof, and are binding upon you and each other resident within the Park.

These Rules and Regulations are governed by Chapter 723 of the Florida Statutes.

1. STANDARDS AND EQUIPMENT: Each mobile home occupying a space within the Park must be, at all times, kept in a state of good repair. Mobile home awnings are permitted only after obtaining written approval from the Park before installing said awnings. Any and all installation made on your mobile home, particularly, but not restricted to electrical wiring, must comply with all local and state requirements. Cabanas, ramadas, and any and all enclosures of any type must be first approved by the Manager.

Hurricane tie-downs are required by the Statutes of the State of Florida and every mobile home brought upon the premises must be so secured, in accordance with Statutes,

within thirty (30) days from the date of arrival, at resident's expense. When a resident goes away on vacation or extended stay (in excess of four (4) days), he shall prepare his mobile home for any storm so that it and other mobile homes are protected. All shutters and window awnings shall be in place and all materials or containers which may blow shall be place inside the mobile home.

All mobile homes must be attractively skirted by the resident(s) at his own costs and expenses within thirty (30) days from entering into the Park. Said mobile home and skirting must be maintained and be kept neat and attractive at resident's expense.

No storage shall be allowed under the mobile home.

2. REGISTRATION: All mobile homes and each occupant thereof must be registered by the owner at the office of the Park Manager, listing the name and serial number of the home, the license number then currently in force and effect, the year of the home and the name of the financing institutions, if any, having claim or lien upon the mobile home, or any improvements or additions thereto, the owner or owners' names and an emergency work telephone number, together with proof of ownership, and each resident MUST execute and complete an application for admission to the Park. Those failing to comply with this procedure shall be evicted from the Park in accordance with Florida Statute 723.061.

If a prospective buyer desires to purchase a manufactured home from a community resident and plans to reside in the Community, the buyer must first apply for residency and be accepted by Management, prior to commencement of residency in the Park. Management reserves the right to refuse any prospective resident, if:

1. Their credit worthiness is unsatisfactory;
2. The prospective buyer has previously been evicted from this Community or any other Manufactured Home Community or Rental Facility;
3. The prospective buyer, or the seller, is not in compliance with the Community's Rules and Regulations;
4. The prospective buyer has a criminal record;
5. There are found any other reasonable grounds to deny residency in the Community.

All occupants and guests remaining in a mobile home over twenty-four (24) hours must be registered at the Manager's office, listing the guest(s)' name(s) in full, age and the relationship to the home owner, and also the amount of time that said guest(s) will be remaining in the owner's mobile home and the Park itself.

Only individuals who have reached the age of majority (18 years), or have otherwise been emancipated by Court Order may enter into either an oral or written

leasehold agreement with the Community.

Maximum home occupancy requirements for move-ins or transfers are as follows:

- A. One Bedroom Home - two (2) residents
- B. Two & Three Bedroom Homes - four (4) residents

In no event shall there be more than four (4) residents at any home site.

3. **RENTAL PAYMENTS:** Rent is payable in advance and rent is due and payable on or before the first of the month. Payments shall be made to the Resident Manager at the Rental Office during normal business hours, Monday through Friday, 10:00 A.M. to 12:00 Noon and 2:00 P.M. to 4:00 P.M. In addition to the lot rent, the following other charges (consisting of "Special Use Fees" and "Governmental and Utility Charges", etc.) may become part of the total monthly rental amount, to-wit:

(a) Rental payments paid after the fifth day of the month are late and shall be assessed a \$25.00 delinquency charge. For each day beyond the fifth day of the month, there shall be an additional \$1.00 per day delinquency charge.

(b) For all resident(s)' checks not accepted and honored by the banking institution of the first deposit there will be an additional \$25.00 returned check fee charged to the resident(s) and the resident(s) will be liable for all charges imposed by LANDLORDS'S bank. Further, once a resident(s)' check has been dishonored by the banking institution,, no further personal checks will be accepted for payment of any rental amount, unless LANDLORD waives this provision.

(c) There will be no additional charge for any visitor(s), whether they be visiting children or adults, staying in the mobile home, but no visitor may stay in excess of fifteen (15) consecutive days or thirty (30) total days per year. The lot rental amount is based upon two (2) resident per home site. There is a charge of \$ _____ per day, or \$25.00 per month for any additional residents residing at a homesite.

(d) Resident(s) agree to pay all real estate taxes on improvements and structures made by Resident(s) on Resident(s) rented lot space and for any tangible personal property taxes assessed to such Resident(s).

(e) Resident(s) shall also be liable for, and shall reimburse the LANDLORD for any taxes, fees, and/or costs (or increases in same) charged by and State, County or local governmental agency against the mobile home, or as a result of the use of the mobile home by the Resident(s), including, but not limited to, any Fire District Tax that may be levied, and/or increases in garbage rates, provided by LANDLORD gives the Resident(s) ninety (90) days notice of said additional taxes, fees or costs in accordance with present Florida law.

(f) If Management is required to perform any service for Resident(s) which the Resident is required to perform they shall be charged a minimum fee of \$25.00.

(g) THE RESIDENT(S) IS OBLIGATED TO PAY FOR ALL UTILITY "HOOKUP" AND SERVICES INDIVIDUALLY DESIGNED TO SERVE SUCH RESIDENT(S), including gas, heat, light, power, water, sewer, cable TV., telephone and other services not herein specifically excepted. The Resident(s) shall make his own application for services and must pay all bills rendered by each utility company.

4. THIS IS AN "ADULT" MOBILE HOME PARK: Prospective Tenants must be at least fifty-five (55) years of age or older to live in the Park. Rental is based upon occupancy by not more than two (2) residents, unless otherwise included in the Tenant(s) lease. EXCEPT FOR either a fifteen (15) consecutive day visitation, or a thirty (30) day per year visitation privilege, NO CHILDREN are allowed to reside in the Park. If a Tenant occupies a space in the park and subsequently obtains children, he must and hereby agrees to move from the Mobile Home Park, at his expense, within ninety (90) days from the date that he first obtains said child or children. The head of each family shall be continually responsible for the actions of his guests, including children. All children, including visiting children, must cooperate with and adhere to instructions given by the Management relating to these Rules and Regulations. Children, including visiting children, are not to play or loiter in or around the laundry, nor automobiles in the area; nor near or about other persons' mobile homes or lots unless invited to do so. The throwing of any object is strictly prohibited within the Park. Visiting children must be registered with the Park and must have responsible supervision at all times. Juvenile authorities will be notified if any child is left unattended, day or night, and no children shall be allowed to loiter inside the Park. No bicycling will be allowed within the park after sundown.

5. PETS, ANIMALS: No animal, livestock or poultry of any kind may be raised, bred or kept on any lot within the Park. Pets are allowed by permission only, and Management may enter into a separate written agreement with a resident concerning his or her particular pet at that time. It will be limited only to an indoor type of pet, and a pet fee will be charged. All pets must be kept under control at all times, must be on a leash when walked and never be tied to the outside of the home. Pets are not permitted on any resident's lot, other than the owner of the pet. Pets, when permitted by written agreement, must be registered with the Park's office and must at all times wear a small identifying tag. Any pet running loose will be immediately removed from the Park at the owner's expense. Any "dog dirt" must be cleaned up by the owner at once. Each pet owner is responsible for any noise or other nuisance caused by his or her pet and must bear full financial responsibility for any damages to the Park's property or other person's property caused by his or her pet. **NO VISITOR'S PETS ARE PERMITTED.** All pets are to be immunized as required by Florida Board of Health Regulations upon moving into PEMBROKE PARK LAKES, and no new pets are to be acquired after moving into the

Park, unless by written agreement with Management. No dog houses or similar structures are allowed outside of the mobile home or anywhere inside the Park.

6. LOT IMPROVEMENTS AND MAINTENANCE THEREOF: Any and all improvements, including, but not limited to shrubs, trees, cement work and the like, shall remain an integral part of the property of the Park, and cannot be removed. Any and all construction work on the lot must have written permission from the LANDLORD, including the erection of TV antennas. Each Resident is responsible for maintaining their mobile home, skirting and lot in a neat and clean condition. Landscaping, lawns, plants, shrubs and trees on each site must be maintained by Resident. Residents are to water and trim their lawn, plantings, shrubs and trees in order to maintain a well-kept appearance. Landscaping not maintained by the Resident, in accordance with these Covenants, shall be so maintained by Management, who shall, in turn, submit a bill to the Resident(s) for such services; said bill to be added to the next monthly rent and will be due and payable on or before the first to be acceptable as full payment.

Each lot shall remain under the direct supervision and control of the Management of the Park and any and all items placed or erected on the lot are subject to control and/or removal by the Management of the Park at his discretion. Standard yard and patio furniture, equipment, garden maintenance items, and one (1) storage utility shed are the only items to be erected on the lot outside of the mobile home. Outside utility sheds must be approved by the Management and must be kept in an attractive state of repair. Nothing will be allowed to be stored under the mobile home at any time.

At the termination of the tenancy, the Resident is obligated to thoroughly clean his entire lot and return the lot to the original condition.

Destroyed Homes: In the event that a home is destroyed by fire or storm, it must be removed from the Community at the homeowner's expense immediately. Rent will be due and payable until the homesite is cleared.

MOBILE HOMES AND MOBILE HOME LOTS MUST BE KEPT CLEAN AND NEAT AT ALL TIMES BY RESIDENT. NO BOXES, CANS OR LITTER SHALL BE PERMITTED TO REMAIN ON PROPERTY OR UNDER MOBILE HOMES, NOR SHALL ANY CONDITION BE ALLOWED TO EXIST WHICH MAY CAUSE A FIRE HAZARD.

7. MOTOR VEHICLES, ETC.: A speed limit of fifteen (15) miles per hour applies throughout the Park. Residents are asked to carefully observe all posted signs, both stop and speed signs. ADVISE YOUR GUESTS. Trucks, motorcycles, mini-bikes, motor scooters, mopeds, go-carts, utility trailers, travel trailers, boat trailers, boats or similar type equipment are not allowed in the Park. No commercial type vehicles will be

permitted to park on the homesite. One (1) car off-street parking space is provided most mobile homesites. Parking of vehicles in neighboring driveways is prohibited. No street parking is permitted overnight. All vehicles, including guests' vehicles, are permitted to park overnight in the parking lot adjacent to the office, if space is available. No unlicensed or inoperative vehicle will be permitted to remain in the Park. No major automobile repairs or oil changing shall be permitted in the driveways of each homesite. See the Manager for area to do repairs and oil changes. Vehicles dripping oil and/or gas must be repaired promptly. The Management specifically reserves the right to control and restrict the operation of all delivery transportation or other vehicular traffic within the Park, which Management deems to be detrimental to the safety and well-being of the Resident(s) and essential to the preservation of the Park grounds and roadways.

8. LIABILITY: The mobile home placed or located on the premises above-described, shall be at the risk of the Resident(s) or owner thereof, and the LANDLORD shall not be liable for any personal injury to the Resident(s), their guests, servants, invitees, or to any other occupant of the leased property, or for any part of the leased property irrespective of how such injury or damage may be caused, whether from action of the elements or acts of negligence, or acts by other resident(s) in the Park or occupants of adjacent properties, whatever their identities. Neither the Management, nor the owners of PEMBROKE PARK LAKES shall be responsible for loss or damage caused by accident, fire, , or act of God to any mobile home or personal property left by resident or their guests on the premises. Neither the Park nor its Management are responsible in any manner for loss due to fire, or accident. Any and all persons, including children and guests, using the Park facilities and equipment, do so at their own risk. Visiting children are the direct responsibility of the head of each family unit and the Resident whom they are visiting. Residents are responsible for damages caused by their family and guests.

Neighborhood disputes are not the concern of Management, unless the community is involved. Personality conflicts are not under the purview of Management. Please respect your neighbor.

9. SALE AND EXCHANGE: The use and occupancy of these leased premises and facilities does not include the privilege of using any part of this Park, nor its address nor name for any purpose of negotiation, business advertisement or sale of automobiles, etc. "For Sale" signs may be displayed in the Park in the Following manner only, to-wit: All "For Sale" signs (maximum of two (2) per mobile home) will be no larger than 18" x 24" and said "For Sale" signs may only be displayed in a window of the mobile home which faces a street. A mobile home may not be exchanged or substituted for one now on the premises and in the event of substitution of occupants, either by sales or any other means, the prospective new Resident must first obtain the written consent and approval of the Park Management before transfer of tenancy will be considered by Management. No subrental, assignment, sub-lease, nor occupancy by or through a rental/purchase option,

of a mobile home or any portion thereof, is authorized without the written consent of the Management. Park Management will investigate all proposed Resident(s).

LANDLORD MAINTAINS THE RIGHT TO COMPREHENSIVELY INVESTIGATE AND APPROVE ALL PROPOSED RESIDENT(S). THE COST OF THAT INVESTIGATION IS \$100.00 , AND SHALL BE CHARGED TO THE NEW RESIDENT. This cost will be payable at the time the application for tenancy is received, which shall be at least thirty (30) days prior to the closing of transfer. THIS INVESTIGATION CHARGE IS NON-REFUNDABLE. It is not paid conditioned upon acceptance, but is compensation for investigative services rendered.

ALL RESIDENT(S) MUST QUALIFY AND OBTAIN APPROVAL OF THE LANDLORD TO BECOME A RESIDENT IN THIS PARK.

The Owners of PEMBROKE PARK LAKES shall not deny the RESIDENT(S) the right to sell RESIDENT(S)' own mobile home within the Park. However, if RESIDENT(S) elect to sell his mobile home during the term of RESIDENT(S)' lease or during any renewal or extension period thereof, the Landlord may require that the purchaser, within thirty (30) days after acquiring title to the mobile home, provide to the LANDLORD the following certificates, reflecting that the following conditions have been met, to-wit:

(a) A certificate of inspection and approval has been issued by the Broward County Building and Zoning Department, certifying that the mobile home in question is tied down and anchored in accordance with current State and County code requirements.

(b) A certificate from a licensed electrician has been obtained, certifying that the electric connections and wiring of the mobile home in question are safe and in accordance with current State and County code requirements.

(c) A certificate from a licensed plumber having been obtained, certifying that the plumbing and sewer connections of and to the mobile home are in accordance with current State and County code requirements.

Failure on the part of the purchaser, within thirty (30) days after closing, to produce the above-identified certificates, if demanded, shall be deemed a violation of the Rules and Regulations as a result of the possibility of the mobile home being a matter which endangers the life, health and welfare of the other residents of the Park.

10. LAUNDRY: Laundry facilities are provided for use by RESIDENTS and their registered guests. Rules regarding each facility are posted for your safety in each respective area. Failure to observe these rules will be grounds for eviction. The laundry room is opened daily from 9:00 A.M. to 9:00 P.M. for the use of RESIDENT(S) only.

Do not overload or abuse any machine. CLEAN washers after using. NO RUGS are to be washed in any of the small washing machines. Put all bleach containers and soap boxes in waste containers. PLEASE KEEP LAUNDRY ROOM CLEAN. IT IS FOR YOUR CONVENIENCE.

11. GARBAGE AND TRASH: Every RESIDENT has a responsibility to help keep the community clean and neat. Proper disposal of garbage and refuse is important to our health. All grass cuttings, trimmings, leaves, etc., must be put in plastic bags. No burning of trash, leaves, or other materials is allowed.

12. QUIET ENJOYMENT: On Sunday through Friday, between the hours of 10:00 P.M. to 8:00 A.M., there shall be no loud noise created by any resident, including loud and boisterous talking, playing of radio or television, use of musical instruments or other type of activities, within the Park.

No wild parties will be allowed any time, nor will loud radios, TV's or other excessive noises be tolerated. No abusive language or vulgarity will be permitted. No public drunkenness or rude or immoral conduct will be tolerated. Any public display of drunkenness or rude or immoral conduct will be a violation of the Park Rules and Regulations.

All Residents are required to use streets when walking through the Park, not "cut across" other RESIDENT(S)' lots or property.

13. LANDLORD'S RIGHT OF ACCESS TO MOBILE HOME AND MOBILE HOME LOT: The Mobile Home Park Owner shall have no right of access to a mobile "home" unless the mobile home owner's prior written consent has been obtained, or to prevent eminent danger to the occupant or to the mobile home. Such consent may be revoked in writing by the mobile home owner at any time. The Park Owner shall, however, have the right to entry onto the "lot" for purposes of repair or replacement of utilities and protection of the Mobile Home Park at all reasonable times, but not in such a manner or at such times as to interfere unreasonable with the mobile home owner's quiet enjoyment of said lot.

14. EVICITION: The following are grounds for eviction:

(a) Non-payment of Lot Rental Amount;

(b) Conviction of a violation of a Federal or State law or local ordinance which violation may be deemed to be detrimental to the health, safety or welfare of other residents of the Park;

(c) Violation of any Rule or Regulation established by the Landlord in accordance with current Florida law;

(d) A change in the use of the land comprising the Mobile Home Park or a portion thereof; and

(e) Failure of the purchaser of a mobile home situated in the Mobile Home Park to obtain approval to become a Resident, such approval being required by these Rules and Regulations.

15. MISCELLANEOUS CONDITIONS: Each Resident is obligated to promptly comply with any and all orders or requirements of any governmental authority affecting the Resident(s)'s mobile home or his use thereof:

(a) Conviction of any violation of any law, ordinance, or statute of the City, County or State, involving moral turpitude, drugs, weapons or crimes of passion are a violation of these Rules and Regulations. Use of drugs, other than by doctors' prescriptions, within the Park is a violation of these Rules and Regulations.

(b) No peddling or soliciting of commercial enterprises are allowed in the Park, except the solicitation authorized by Chapter 723.

(c) Report vandalism of private or community property to the Manager promptly.

(d) Legitimate complaints should be reported to Management in writing.

(e) Citizens Band (CB) and/or Ham Radio antennas cannot be installed on homesites.

(f) The name and address of the LANDLORD or person authorized by the LANDLORD to receive notice is the Park Manager, DOROTHY FORTIER, 3196 W. HALLANDALE BEACH BOULEVARD, PEMBROKE PARK, FLORIDA 33009. ALL RENT PAYMENTS, HOWEVER, ARE TO BE PAID AT THE RENTAL OFFICE AT 3196 W. HALLANDALE BEACH BOULEVARD, PEMBROKE PARK, FLORIDA 33009. Any notice by LANDLORD to RESIDENT(s) shall be either hand delivered or mailed to the RESIDENT(S) at RESIDENT(S) address in the Park. Office hours are 10:00 A.M. to 12:00 Noon and 2:00 P.M. to 4:00 P.M. daily, except Saturdays, Sundays and Legal Holidays.

(g) The Rental Agreement of the Resident is subordinate to any and all underlying mortgages which now or hereafter affect the real property of the Park and to all renewals, modifications, extensions or substitutions therefore. The Resident hereby

constitutes and appoints the Landlord as his attorney in fact, to execute any instruments required to subordination on behalf of the Resident, or, if requested by the Landlord, the Resident will execute any and all instruments acknowledging the status of the Resident(s)' Rental Agreement, but if the Resident refuses to do so within ten (10) days, such refusal will be an acknowledgment that the Resident(s)' Rental Agreement is in good standing.

(h) Planting of plants, flowers, shrubs, vines and trees must be governed by the goal of openness for view and air movement. They should be along patios and foundations to leave a clear lawn. All plants, flowers, shrubs, vines and trees become the property of the Park when a member leaves. All plants, trees, shrubs, and flowers placed on a lot must be checked with the Management and approval given before planting due to underground utilities. Planting of vegetable gardens is prohibited.

(i) The Management reserves the right to request the removal of any trees or other plantings that eventually reach a size or height that blocks the view or restricts the free circulation of light and air. The Management reserves the right to remove and replace any trailer, awning, cabana, tree or other obstacle when it interferes with placement or removal of a trailer, or with Park work, either regular or emergency.

(j) No fences nor other such construction may be constructed, erected or maintained on the Resident(s)' lot.

(k) Waterfront Resident(s) must keep water front free of debris and seaweed and Resident(s) must maintain their sea wall to secure waterfront bank from "caving in".

(l) Resident(s) acknowledges that all streets, parking areas, and common open areas are the private property of Landlord, and that the monthly rental payment solely covers lot space occupied by Resident. Resident has un- restricted egress and ingress to his lot.

(m) That the Owner shall have the right to grant easements in areas of the Resident(s)' lot for the installation and maintenance of improvements,

(n) In the event that during the term of Resident(s)' Lease Agreement with the Park any portion of the premises is taken by eminent domain power, Resident(s) shall have the right to terminate the Lease Agreement as of the date of taking; however, in no event shall Resident(s) be entitled to or have any right in the proceeds awarded to Landlord in such proceedings, Landlord agrees to pro-rate any rent received by Landlord from Resident(s) pro-rated to date of removal from the Park, as long as the Resident(s) is in full compliance with the Rules and Regulations and the payment of rent and charges, as set forth herein.

(o) The Lease and/or your tenancy in the Park is given upon the condition that the Residents using the home consists of not more than two (2) persons, nor occupancy by more than two (2) persons, without written consent given by the Park Management.

(p) Refusal: Management reserves the right to refuse the use of any and all facilities to any person violating the Rules and Regulations or Rental Agreement terms.

(q) Lost/Stolen Articles: Management is not responsible for lost or stolen articles nor for accidents or injury to any person.

(r) Drugs: The selling, possession and/or using of illegal drugs, and the driving of vehicles under the influence of same, or the conduct of oneself in an improper manner while under the influence of drugs is prohibited.

(s) Firearms and Fireworks: There shall be no brandishing of firearms or any other weapon(s) in an attempt to intimidate, threaten or harm anyone by person(s) while in the Community. The use of BB guns, any other types of guns, slingshots, bows with arrows, and any other weapon is prohibited. Residents are prohibited from lighting and using fireworks in the Community.

(t) Gambling: Gambling is prohibited as provided by State Law.

(u) Attorney's Fees: Applicable attorney's fees and other legal expenses paid by Landlord in any Landlord/Resident/Homeowner dispute shall be paid in full by Resident(s), if so approved by mediation, arbitration or judicial proceedings or hearing.

(v) Security: It is the Resident(s)' responsibility, and not the Community's, to take care of their own security needs when in need of police or fire protection. Call the Police or Fire Department FIRST, then notify the Manager.

(w) Unightly Vehicles: May not be kept in the Community for the following, but not limited to, reasons:

1. Have been damaged in a traffic accident.
2. Have one or more deflated tires.
3. Have been damaged by fire or vandalism.
4. Are in need of extensive repair or missing parts.
5. Commercial vehicles with debris and/or equipment exposed and/or commercial signage that cannot be removed.

(x) Absence: Residents contemplating absence for extended periods of time should notify the office and file a forwarding address and phone number for

availability in case of an emergency and make provisions for the routine care of the home and site.

16. Where used herein, the singular shall be deemed to include the plural, and vice versa, and the masculine to include the feminine and the neuter and vice versa.

17. AMENDMENTS TO RULES AND REGULATIONS: These Rules and Regulations will remain in force and effect until or unless Park Management provides new regulations in lieu thereof. Any invalidation of any part of these Rules and Regulations by Court Order shall in no way affect any of the other provisions hereof. Management reserves the right to amend or revise these Regulations, provided ninety (90) days notice is given to Residents and such Amendments or revisions will be posted in the Park Office or Laundry bulletin boards and shall become the current Rules and Regulations ninety (90) days after notice has been given, in accordance with Chapter 723, Florida Statutes.

Respectfully,

The Management

WEST HALLANDALE BEACH BLVD.

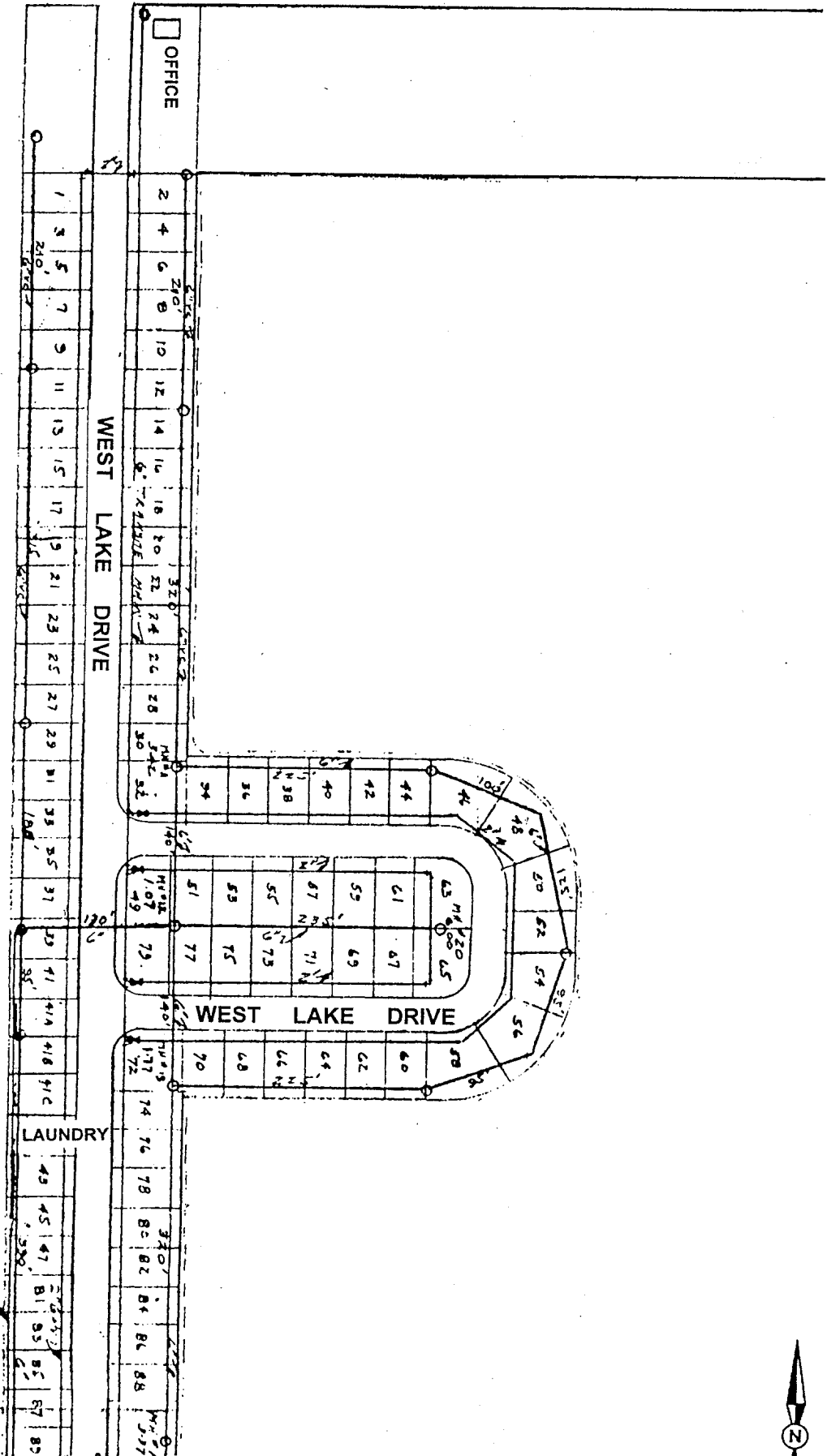


EXHIBIT "A" (Sheet 1 of 3)

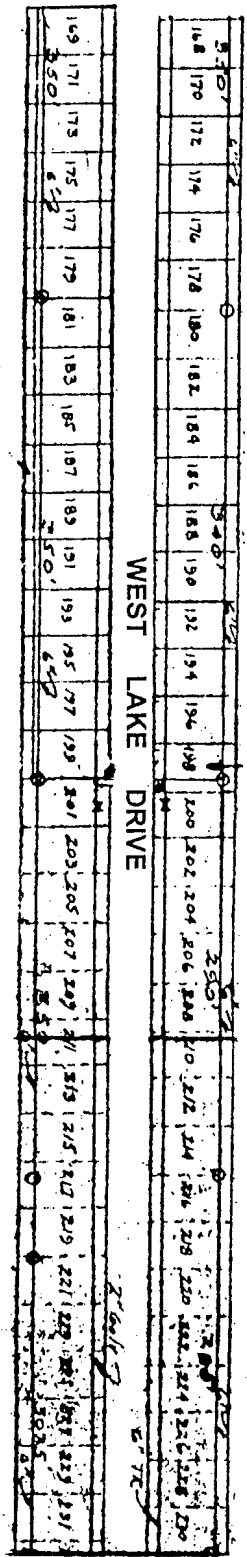


EXHIBIT "A" (Sheet 3 of 3)

RENTAL AGREEMENT

THIS RENTAL AGREEMENT, made and entered into on this _____ day of _____, 200__ by and between PEMBROKE TRAILER PARK, INC., hereinafter referred to as Landlord, and _____ referred to as Tenant.

WITNESSETH: That in consideration of rent, covenants, and agreements to be kept and performed by Tenants hereunder, Landlord demises to Tenant and Tenant lease from Landlord the premises subject to the terms and conditions as hereinafter set forth.

1. It is specifically understood and agreed by and between the parties hereto that this is a bona fide offer to lease for a specified term upon the same terms and conditions as leases offered to other Tenants in the Park, excepting only rent variations based upon lot location or size.

2. It is specifically understood and agreed by and between the parties hereto that Part III of Chapter 723, Florida Statutes, governs this Lease Agreement.

3. Landlord hereby leases to Tenant for installation thereon of Tenant's mobile home that certain property described as PEMBROKE PARK LAKES, LOT NO. _____, to be occupied solely as a private dwelling only by Tenant and/or Tenant's family, consisting of not more than 2 adults. In no event shall the total number of occupants exceed that permitted by this Agreement, Rules and Regulations of the Park or applicable laws.

4. The term of this Lease shall be for a period of ____ months, commencing on the ____ day of _____, 200__ and terminating on the ____ day of _____, 200__.

5. Tenant's Financial Obligations:

RENT: \$_____ per month, payable in advance on the 1st day of each month. All rental payments are payable to: Pembroke Trailer Park, Inc.

SPECIAL USE FEE: In addition to the rental amount, the Tenant agrees to pay the following fees or charges:

EXHIBIT "C"

Entrance	\$ _____
Vehicle Storage Fee	\$ _____
Pet Fee	\$ _____
Additional Resident Fee	\$ _____
Late Payment Fee	<u>\$25.00 + \$1.00/day</u>
Return Check Fee	<u>\$25.00</u>
Pest Control Fee	\$ _____
Lawn Mowing Fee	\$ _____
Special Service Fee	\$ _____

PASS-THROUGH CHARGES: The Tenant will be responsible for payment of costs charged by state and local government, or public/private utilities. Pass-through charges shall include: Water Charges; Sewer Charges; Waste Disposal Charges; Real Estate and other Taxes (other than net income taxes) imposed upon or assessed against the Park by any state or local government; Special Assessments of any state or local governmental entity; Filing Fees and any other charge or impositions due to the division and any other state or local governmental entity; required improvements fee due to the actions of any state or local government as permitted by law; and replacement utility charges due to the action of any state or local government. The charges may be assessed more often than annually. The costs charged to the Park Owner will be assessed to the Tenant on a pro rata basis. The pro rata share will be determined by dividing the number of mobile home spaces leased by a resident by the total number of occupied mobile home spaces in the park. The amount of an increase in pass-through charges shall be limited to the increased costs or charges to the Park Owner and maintenance and administrative costs as permitted by Sec. 723.045, Florida Statutes. As to the pass-through charges, the Park Owner cannot with any degree of accuracy disclose the potential financial obligation which the Tenant will be responsible for paying.

6. The Landlord may raise the amount of rent and special use fees and other charges annually effective the 1st day of January, _____. The Landlord will furnish at least ninety (90) days advance notice to a Tenant of any increase in rent or other fees and charges. Pass-through charges may be increased more often than annually. Increases in rent and other fees and charges will be determined in the manner disclosed in the Prospectus. The increased rent or other fees or charges shall automatically become a part of the Rental Agreement upon renewal unless the Tenant shall advise the Landlord in writing thirty (30) days prior to the expiration of the current term of Tenant's intention to vacate the premises and not enter into a new term.

7. The services included in the lot rental are waste disposal and sewer. All other services are on a fee-paid basis, and are the resident's sole responsibility.

8. The Tenant agrees to abide by all Rules and Regulations of the Landlord, a copy of the current Rules and Regulations being attached hereto and being incorporated

herein by reference. The parties hereto agree that said Rules and Regulations may be amended from time to time, those amendments being reasonable and necessary for the property and efficient operation of the Park and for the health, safety and welfare of the residents of the Park. The parties hereto agree that the Rules and Regulations will not be changed without written notification to the Tenant at least ninety (90) days prior to the implementation of such change, in accordance with procedures prescribed by Chapter 723, Florida Statutes.

9. Tenant shall not assign this Rental Agreement, or any interest therein, and shall not sublet the leased premises or any part thereof, or allow any other person or persons to occupy or use the leased premises without the specific, written consent of the Landlord. Any assignment or subletting without Landlord's consent shall be void, and shall constitute a default by Tenant under this Rental Agreement.

10. Landlord may evict Tenant for:

- (a) Non-payment of rent.
- (b) Conviction of a violation of federal or state law or local ordinance, which violations may be deemed detrimental to the health, safety or welfare of the other residents of the Park.
- (c) Violation of a Park rule or regulation, the Rental Agreement, or Chapter 723, F.S., as prescribed by Section 723.061 F.S.
- (d) A change in the use of the land comprising the mobile home park or portion thereof.
- (e) Failure of the purchaser of the mobile home situated in the Park to be qualified as and obtain approval to become a Tenant, such approval being required by the Rules and Regulations attached hereto.

11. The parties agree that the Landlord determines that the Tenant is to be evicted for violating the Rules or Regulations of the Park, Landlord will deliver written notice of the grounds upon which Tenant is to be evicted, at least thirty (30) days prior to the time Tenant is to vacate the premises.

12. If the Tenants shall fail to pay the rent or any other fee, charge or assessment specified herein at the time and manner stated, or fails to keep and perform any of the other conditions or agreements of this Rental Agreement, the Landlord may, at his option, terminate this Rental Agreement and all rights of the Tenant hereunder, at which time the Tenant agrees to vacate the premises after termination, the Landlord may bring an action for possession in the county court and Tenant agrees to pay all costs, expenses and reasonable attorneys' fees which shall be incurred or expended by Landlord.

13. The name and address of the Landlord or a person authorized by the Landlord to receive notices is Dorothy Fortier, 3196 West Hallandale Beach Blvd., Pembroke Park, Florida 33009. Any notice by Landlord to Tenant shall be mailed or delivered to Tenant at Tenant's address in the Park or by posting the notice on the door of Tenant's mobile home.

14. The rights of the Landlord contained herein are cumulative, the failure of the Landlord to exercise any right shall not operate to forfeit any other rights of the Landlord. No waiver by the Landlord of any condition or covenant shall be deemed to constitute or imply a further waiver of any other conditions or covenants.

15. This Rental Agreement shall be binding upon, and enure to the benefit of Landlord and Tenant, and their respective heirs, personal representatives, successors and assigns.

16. This Mobile Home Park is zoned T-1. The zoning authority is Pembroke Park. There are no future plans for changing the use of the land comprising the Mobile Home Park or a portion thereof.

17. A purchaser of Tenant's mobile home must qualify with the requirements for entry into the Park under the Park Rules and Regulations, and must be approved in writing by the Landlord.

18. In the event that during the term of this Rental Agreement any portion of the premises is condemned by any public entity, including federal, state or local governments or public or private utilities having such lawfully established power, Tenant shall have the right to terminate this Rental Agreement as of the date of taking; however, in no event shall Tenant be entitled to or have any right in the proceeds awarded to Landlord in such proceeding. Landlord agrees to prorate any rent received by Landlord from Tenant as of the date of taking as long as the Tenant is in full compliance with the Rules and Regulations and the payment of rent and charges as set forth herein.

19. This Agreement represents the entire understanding of the parties with respect to the subject matter hereof. It supersedes all prior or contemporaneous agreements, understandings, inducements or conditions, express implied, or written. No termination, revocation, waiver, modification or amendment of this Agreement shall be binding unless in writing and signed by all of the parties hereto.

20. Where used herein, the singular shall be deemed to include the plural, and vice versa, and the masculine to include the feminine and the neuter and vice versa.

21. In the event that any section, paragraph, or subparagraph of this Agreement is held unenforceable by any court, this Agreement shall be deemed to have been executed

by the parties hereto with such sections, paragraph, or subparagraphs not having been included herein, and the remainder of the Agreement shall not be void thereby.

Tenant hereby acknowledges receipt of a copy of the Park Prospectus, Park Rules and Regulations and Rental Agreement. Each of the Regulations of the Park are specifically incorporated into this Rental Agreement by reference. Tenant hereby acknowledges that prior to executing this Rental Agreement her or she has had a reasonable opportunity to read and review this Rental Agreement including the Park Rules and Regulations, and by signing this Rental Agreement he or she binds himself or herself to fully abide by this Rental Agreement and said Regulations.

IN WITNESS WHEREOF, the parties have executed this Rental Agreement as of the day and year first above written.

LANDLORD

By: _____

TENANT

TENANT

WITNESS TO LANDLORD

WITNESS TO TENANT

WITNESS TO LANDLORD

WITNESS TO TENANT

DATED