

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 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.

PEMBROKE PARK LAKES

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PEMBROKE PARK LAKES

Throughout this Prospectus, the term “manufactured home” is used synonymously with the term “mobile home”; the term “manufactured home community” is used synonymously with the term “mobile home park”; the term “Community” is used synonymously with the term “Park” and the term “Community Owner” is used synonymously with the term “park owner” as the latter terms are defined in Chapter 723, Florida Statutes.

I. NAME AND ADDRESS OF COMMUNITY

PEMBROKE PARK LAKES
3196 WEST HALLANDALE BEACH BOULEVARD
PEMBROKE PARK, FLORIDA 33009

II. RECEIPT OF NOTICES AND DEMANDS

The following person is authorized to receive notices and demands on the Community Owner’s behalf:

Community Manager
c/o Pembroke Park Lakes
3196 West Hallandale Beach Boulevard
Pembroke Park, Florida 33009

The owner of Pembroke Park Lakes is referred to herein as “Community Owner”.

III. COMMUNITY PROPERTY DESCRIPTION

A. Community Property and Lots

The number of Home Sites in the Manufactured Home Community is 234. The size and shape of the Home Sites may vary. The approximate size of these Home Sites is as follows:

Home Sites 1 through 30, 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, and 80 through 231 are approximately 35' x 60'; Home Sites 46, 48, 50, 54, 56, and 58 are pie-shaped, with approximate dimensions of 30' x 62' x 40' x 62'; Lots 32, 63, 65, 72, and 79 are approximately 40' x 60'.

Please refer to Exhibit “A” for a visual representation of the Community Map.

B. Setback and Minimum Separation Distance Requirements

There are several requirements of law with respect to how far each Manufactured Home within the Community must be set back from the borders of its Home Site and the distance

that must be maintained from each Manufactured Home in the Community and its supporting facilities (such as, for example, a utility shed) to other manufactured homes, supporting facilities and structures in the Community.

Pursuant to Rule 4A-42.005, Florida Administrative Code, the State Fire Marshal has adopted the code of the National Fire Protection Association. This code sets forth minimum separation distance requirements between Manufactured Homes as follows:

4-2.1 Fire Safety Separation Requirements

4-2.1.1 Any portion of a Manufactured Home, excluding the tongue, shall not be located closer than 10 ft. (3 m) side to side, 8 ft. (2.4 m) end to side, or 6 ft. (1.8 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 that will provide a 1-hour fire rating or the structures are separated by a 1-hour fire-rated barrier. (See 4-4.1 below)

4-4 Accessory Building or Structure Fire Safety Requirements

4-4.1 Setback Requirements: Accessory buildings or structures shall be permitted to be located immediately adjacent to a Home Site line when constructed entirely of materials that do not support combustion and provided that such buildings or structures are not less than 3 ft. (0.9 m) from an accessory building or structure on an adjacent Home Site. An accessory building or structure constructed of combustible materials shall be located no closer than 5 ft. (1.5 m) from the Home Site line of an adjoining Home Site.

In addition to the requirements of the State Fire Marshal, the Town of Pembroke Park has imposed its own setback and a minimum separation distance requirements.

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, any such requirements may be modified or repealed. No representation is made as to the interpretation of the setback and separation requirements set out above, nor as to the continuing applicability of such requirements after the Filing Date (the date this prospectus was filed with the Division of Florida Land Sales, Condominiums and Mobile Homes). Prospective Home Owners of the Community are advised to inquire with the above-referenced authorities with respect to these matters.

C. Home Sites Sharing Facilities

The maximum number of Home Sites that will share the facilities of the Community is 234.

IV. RECREATIONAL AND COMMON FACILITIES

The recreational and common facilities of the Community are as follows:

A. Buildings

1. Laundry Building: The Community has a laundry, located in the middle of the Community, on West Lake Drive. The laundry building is approximately 200 sq. ft. in size and is intended for use by Community residents. The Laundry Building has a capacity of approximately six persons and will be open daily from 9:00 A.M. to 9:00 P.M. The laundry contains washers and dryers.

B. General

All facilities described in this Section IV have been completed as of the filing date. The Community 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. The Community Owner reserves the right to change the hours and days of operation of the facilities in accordance with Chapter 723, Florida Statutes. 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. There are no items of personal property for use by community residents.

V. COMMUNITY MANAGEMENT AND MAINTENANCE

The Community Owner has the exclusive right to make decisions as necessary for Community operation and management. The Community will be managed by a Community Manager. The Community Manager's office will have posted days and hours of operation. Normal office hours are subject to change after 10 days written notice is given to all Community residents. Notice of a change in hours will be deemed given when either: (1) hand delivered to the resident; or (2) placed in the U.S. Mail by either the Community Owner or its agent. All questions and problems concerning Community operations should be directed to the Community Manager. Emergencies should be reported first to the Police or Fire Department, then notify the Community Manager.

The maintenance and operation of the Community property is also the responsibility of the Community Manager. The Community Owner may from time to time employ private contractors for any repairs or maintenance the Community Owner deems necessary or appropriate to properly maintain the Community. The services provided by the Community as of the filing date include maintenance of the common areas and recreational facilities. The Community Owner reserves the right, upon 90 days prior written notice to each Home Owner, to increase, reduce, eliminate or modify from time to time any or all of the services that are provided by the Community.

Services

Home Owner separately billed for this service based on usage. The cost of this service for those Home Sites is not included in the lot rental amount and is paid directly to the service provider by the Home Owner.

With regard to Home Sites 1, 2, 3 and 4 which are both on the same water meter, the cost of this service is based on estimated usage and is separately billed as a part of the lot rental amount.

It is the Home Owner's responsibility to pay any fees or assessments from the utility provider. The Community is responsible for maintenance and repair of the water lines from the point of connection to the lines owned by the water service provider to the shut-off valve for the water line serving the lot; however Resident must pay for maintenance or repair of the water lines required as a result of the negligence of a Resident. Resident is responsible for paying the cost of maintenance and repair of the water lines from and including the shut-off valve for the lot to the home and the connection to the water system in the home.

Sewage Disposal Town of Pembroke Park

The charge for sewage disposal is billed to the Community and is included in the base rent without separate charge to Home Owners. The Town of Pembroke Park is currently responsible for maintenance of the sewer lines in the Community up to the ground connection of the sewer line to the Manufactured Home sewer lines. The in-ground connection and the lines to and including the Manufactured Home lines are the Home Owner's responsibility.

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Waste Collection All Service Refuse Co.

The charge for waste collection is included in base rent without separate

charge to the Home Owners. Home Owners are responsible for the provision of adequate containers and delivery of the containers to the pick-up site.

Satellite T.V./
Cable T.V.

Bell ExpressVue/
Comcast

The charge for this utility is not included in the lot rental amount. Satellite T.V. is available through small, removable, satellite dishes mounted on the Manufactured Home. Home Owners contract individually with the satellite or cable T.V. company for this utility.

Electricity

Florida Power and Light

The charge for this utility is not included in lot rental amount. Electricity is provided through private lines of the electric company. Home Owners contract individually with the electric company for this utility. Community 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.

CHANGES TO UTILITIES AND OTHER SERVICES: The description of the utilities and other services set forth above reflects the manner in which such services are provided and charged as of the Filing Date, including each parties' maintenance responsibilities. The Community Owner reserves the right, upon 90 days prior written notice to the Home Owner, to discontinue the provision or maintenance of any utility or other service described above that is presently provided and/or maintained by the Community, provided such discontinued service or utility is replaced by a comparable service or utility. In addition, the Home Owners within the Community may be billed separately for utilities or services that are billed to the Community as of the Filing Date and/or may become responsible for the maintenance of utility facilities that are the responsibility of the Community as of the Filing Date. The Community Owner reserves the right to charge the Home Owners separately for any utility or service that is not presently provided in the Community as of the Filing Date.

The Community Owner reserves the right, upon 90 days advance written notice, to cause each Home Owner to be separately billed for utilities or services currently included in the lot rental amount either by installation of individual meters for each Home Site, by a pro rata share of the charges billed to the Community, by a combination of the previous two methods, or by a method reasonably intended to encourage conservation.

VIII. LOT RENTAL AMOUNT

LOT RENTAL AMOUNT means all financial obligations, except user fees, which are required as a condition of the tenancy. Lot rental amount includes, but is not limited to, the following:

“Base rent” means the amount paid by the Home Owner for the use and occupancy of the Home Site and use of related Community facilities, if any. Base rent may vary within the Community.

“Special use fee” means certain separately itemized amounts for specific services or privileges which are charged in addition to base rent.

“Pass-through charge” means the Home Owner's proportionate share of the necessary and actual direct costs and impact or hookup fees for a governmentally mandated capital improvement, which may include the necessary and actual direct costs and impact or hookup fees incurred for capital improvements required for public or private regulated utilities.

“Government or utility charge” means any charge imposed by the Community Owner on the Home Owner, in addition to the base rent, for reimbursement of any costs incurred by the Community Owner and/or caused or charged by any Federal, State or local government or utility company.

“Assessment” means a charge which is based on increased costs to the Community Owner, and imposed in addition to the base rent. Assessments include separately itemized charges in addition to the Base Rent (and not included as a governmental or utility charge or pass through charge or otherwise collected as part of the lot rental amount) for specific one-time costs to the Community.

COMPUTATION OF LOT RENTAL AMOUNT

The following is a listing of all of the types of financial obligations, except user fees, which are required as a condition of tenancy.

A. Base Rent

The base rent for your Home Site is \$_____ per month, due on the first day of the month. This amount is subject to increases as provided herein and in accordance with Chapter 723, Florida Statutes. You are responsible for other components of the lot rental amount in addition to the base rent as set forth in this Prospectus and the Rental Agreement.

B. Special Use Fees

Special use fees that the Home Owner will be responsible for include:

- costs if Home Owner(s) fail to keep yard or patio areas clean.
 Charge for removing any garbage/refuse not removed as normal garbage/refuse by the waste collection and disposal service.
8. Garbage/Refuse Fee: \$ _____
9. Vehicle Towing Fee: \$ _____ If the Community Owner is required to remove an unauthorized or illegally parked vehicle(s), Home Owner will be charged the actual amount charged by the tow truck operator, including any storage charges.
10. Rule Violation Fee: \$ _____ Per service or \$ _____ per worker/hour for any repair, maintenance or service performed by the Community Owner or charge incurred by the Community Owner, which was caused by the Home Owner's failure to comply with Community Rules and Regulations. (See Rules and Regulations.)
11. Taxes or Governmental Assessments: \$ _____ All increases in taxes or governmental assessments of any nature required to be paid now or in the future by any governmental entity. Such increases in taxes or assessments shall be in addition to the base rent.
12. Vehicle Storage Fee: \$ _____ Per vehicle, per month.
13. Pest Control Fee: \$ _____ Per month.
14. Special Service Fee: \$ _____ per hour, but not less than \$ _____ per service call, for any repair, maintenance, or service that is performed by Community Management but is the responsibility of the Home Owner.
15. Water Fee: \$ _____

16. Sewer Fee: \$ _____

17. Storm Drainage Fee: \$ _____

18. Damage Restitution Fee: \$ _____ for damage to Community property caused by Resident, Resident's children or guests or guests' children.

19. Security Deposit: \$ _____

C. Pass-through Charges

The Home Owner will be responsible for payment of any pass-through charge as defined in this Prospectus or by Florida Law. Pass-through charges shall be assessed by dividing equally among the affected developed Home Sites in the Community 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 Home Sites in the Community.

D. Government or Utility Charges

The Community Owner may charge the Home Owner for any costs incurred by the Community Owner and/or caused or charged by any Federal, State or local government or utility company. These charges will be assessed to the Home Owner based on actual usage which may be determined by meter or other measurement, on a pro rata basis, or based on the benefit conferred on the Home Owner. Certain of these government or utility charges, subject to the requirements of Chapter 723, may be "passed on" by the Community Owner at any time during the term of the Rental Agreement. These "pass on" charges may be assessed more often than annually and if charged for separately, the allowable "pass on" charges will not be otherwise collected in the remainder of the lot rental amount.

E. Assessments

Assessments may be imposed in addition to the base rent, based on increased costs to the Community Owner, including but not limited to any costs arising due to acts of God or third parties, as set forth in the section on increases in lot rental amount of this Prospectus. The assessment will be imposed as set forth in the notice of lot rental amount increase. The notice will be delivered ninety (90) days prior to the effective date of the assessment.

F. Generally

The costs of all other services required by the Home Owner are solely the Home Owner's responsibility.

The dollar amounts set forth above represent only the amounts charged for each rental category on the Delivery Date (the date upon which the prospectus is delivered to the Home Owner). As disclosed in this Prospectus, such amounts are subject to increase.

Wherever a "0" or no amount is filled in a blank, for the amount charged for any category described above, it means that charge is not imposed by the Community Owner on the Delivery Date. That charge may be implemented or increased as described in this Prospectus.

Nothing in this Prospectus shall be deemed a waiver of the Community Owner's right to collect from the Home Owner any damages that the Community Owner may sustain as a result of or in connection with a tortious act, neglect or breach of lease by the Home Owner or anyone permitted to be on Community property by the Home Owner.

INCREASES IN LOT RENTAL AMOUNT

The manner in which lot rental amount will be increased is as follows:

G. Notice of Increase. The Home Owner shall be notified of any increase in the lot rental amount at least 90 days prior to the effective date of such increase. Notice of a rental increase will be deemed given when either: (1) hand delivered to the Home Owner; or (2) placed in the U.S. Mail by either the Community Owner or its agent.

H. Lot Rental Amount Increase. An increase in one or more of the following factors may result in an increase in the Home Owner's lot rental amount or user fees:

1. Increased costs which refers to any increases experienced by the Community Owner since the delivery of notice of the last increase in the lot rental amount in the total costs arising out of the ownership, operation and management of the Community. All present and future operating expenses and other charges of every kind and nature may be taken into account in determining the total costs, and such expenses and charges may include, but are not necessarily limited to: (1) costs of obtaining utility services, including water, sewer, electricity, gas and waste collection and disposal; (2) property taxes and special assessment and levies; (3) insurance premiums; (4) the cost of general repairs; (5) the cost of janitorial, security, cleaning, window washing and pest control; (6) the cost of redecorating, renovating and landscaping the common facilities or areas in the Community, and of striping, patching and repairing any roadways, vehicular parking areas or storage areas in the Community, and lake maintenance; (7) the cost of providing heating, ventilating and air-conditioning services to any recreational building or other common area or facility in the Community; (8) reasonable salaries and other remuneration and compensation paid to persons or firms engaged in operating,

managing, repairing, maintaining or administering the Community; (9) management fees paid in connection with the operation and management of the Community, including any such fees paid to Community Owner or any affiliate of Community Owner; (10) the cost of capital improvements or major repairs made in or for the benefit of the Community, and the funding of any reserves for capital improvements or repairs; and, (11) license fees, permit fees and other fees and charges payable to the state of Florida or any agency or municipality thereof.

2. "Prevailing Market Rent" refers to the lot rental amount imposed in manufactured home communities which are comparable to this Community, or the lot rental amount willingly paid from time to time by new residents of this Community. A community will be deemed comparable if it is located in the same competitive area as this Community, and offers similar facilities, amenities, services, management, or reasonably adjusted for any differences.

3. "Prevailing Economic Conditions" refers to those factors which bear on the economic viability of a real estate investment and which would be considered by a prudent businessman in establishing the lot rental amount or any increase in the amount thereof. These factors may include, but are not necessarily limited to: (1) the costs attendant to the replacement of this Community in the economic environment existing at the time of any increase in the lot rental amount, including land acquisition costs, construction costs, and losses associated with the operation of a manufactured home community prior to full occupancy, and the level at which the lot rental amount must be established in order that the Community Owner will realize a reasonable rate of return on the costs referred to in this clause; (2) the level at which the lot rental amount must be established in order that the Community Owner will realize a reasonable return on the "Owner's Equity"; for this purpose, the "Owner's Equity" refers to the fair market value of the Community from time to time, less existing mortgage indebtedness; (3) the level at which the lot rental amount must be established in order to pay the level of interest rates and other financing charges associated with construction, interim and permanent financing, including the cost of purchase of the property; (4) the availability of alternative forms of real estate investments which, absent the lot rental amount increase in question, might reasonably be expected to yield a greater return on investment capital; (5) the levels of the Consumer Price Index, U.S. City Average - All Urban Consumers (1982-84 = 100) and/or any other widely accepted replacement index measuring the relative value of the U.S. dollar; (6) other economic factors which might reasonably be expected to affect either the value of the Community, the rate of return available to the Community Owner at the existing level of the lot rental amount, the present value of the real estate investment in the then current economic conditions, and which would be taken into consideration by a prudent businessman in considering the amount of lot rental amount increase required in the Community in order to realize a rate of return similar to other at risk real estate ventures from the then current value of the Community.

NO
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I. The Community Owner reserves the right to increase the lot rental amount, upon ninety days notice, on a date other than the expiration date of the term of the lot rental agreement, when the manner of increase is disclosed in the Prospectus and Rental Agreement, the term of the Rental Agreement exceeded twelve months, and provided that the increase in lot rental amount shall occur no more frequently than annually.

IX. USER FEES

Each Home Owner is responsible for the payment of user fees if the Home Owner agrees to the provisions of services for such fees by the Community Owner.

“User fees” are defined as those amounts charged in addition to the lot rental amount for nonessential optional services provided by or through the Community Owner to the Home Owner under a separate written agreement between the Home Owner and the person(s) furnishing the optional service(s).

User fees may be charged or increased at Community Management's sole discretion. Factors considered include increased costs, prevailing market rent, and prevailing economic conditions (see Section VIII.H., Lot Rental Amount Increase). Notice of an increase or change in user fees will be given to the Home Owner 10 days prior to the increase. Notice of increases will be given by posting a notice at the Community Office.

There are currently no user fees charged.

X. ADDITIONAL CONSIDERATIONS

A. The Community Owner reserves the right to amend this Prospectus or any Exhibit thereto from time to time to the extent permitted by law.

B. Purchasers assuming the remaining portion of a Rental Agreement as allowed by Subsection 723.059(3), Florida Statutes, as amended, are hereby notified that, upon expiration of the term of the assumed Rental Agreement, the Community Owner expressly reserves the right to increase lot rental amount in an amount deemed appropriate by the Community Owner based on prevailing market rent or any of the factors set forth in this Prospectus.

The seller of a Manufactured Home is required to deliver their prospectus to the purchaser. The seller must advise the Community Owner of the imminent sale of the Manufactured Home and of the prospective purchaser's name and address.

The purchaser must be qualified for tenancy by the Community Owner prior to occupancy of the Manufactured Home. The purchaser may not assume the remainder of the term of the Rental Agreement until screened for eligibility as a prospective Home Owner under the Community's then existing Rules and Regulations, and must agree to any increase in lot rental amount in writing prior to occupancy. Any purchaser who is not

approved for tenancy may be required to move the Manufactured Home from the Community.

C. No court action may be brought by any Home Owner or Home Owners Association relating to a dispute concerning changes to the Rules and Regulations, reduction in services or utilities, or an increase in lot rental amount unless and until a request has been submitted to the Department of Business and Professional Regulation for mediation, and the request has been processed in accordance with Section 723.038, Florida Statutes, as amended.

D. The Community Owner and Community Manager and the Home Owner may agree to a modification of the terms and conditions established under the Prospectus or Rental Agreement provided that such modification is agreed to in writing by the Community Owner, not any agent thereof, including the Community Manager.

XI. COMMUNITY RULES AND REGULATIONS

A. The current Community Rules and Regulations are attached as Exhibit B to this Prospectus and incorporated by reference herein as part of this disclosure document. The Community Owner reserves the exclusive right to make, change, or promulgate Community Rules and Regulations during the term of the tenancy.

B. Pursuant to subsection 723.037(1), Florida Statutes, the Community Owner shall give written notice to each Home Owner at least ninety (90) days prior to any change in Rules and Regulations. Rules adopted as a result of restrictions imposed by government entities or those required to protect the public health, safety and welfare may be enforced prior to the expiration of the ninety (90) day period.

XII. ZONING

As of the Filing Date, the zoning of the Community is T-1. The permitted uses under this classification include manufactured home communities. The name of the zoning authority which has jurisdiction over the land comprising the Community is the Town of Pembroke Park.

The frontage of the Community is zoned B-1. The permitted uses allowed under the zoning classification are commercial. The Community Owner reserves the right to develop the frontage of the Community.

The Community Owner has no definite future plans to seek a change in the use of the land comprising the Community but reserves the right to do so in the future.

XIII. EXHIBITS

- A. Community Map
- B. Rules and Regulations

C. Rental Agreement

This Prospectus was determined to be adequate to meet the requirements of Chapter 723, Florida Statutes, by the Division of Florida Land Sales, Condominiums and Mobile Homes, as follows:

Date This Prospectus Approved: January 11, 2007

Prospectus Number Assigned by Division: PRMZ001531-P2

Lot to Which This Prospectus Applies: _____

EXHIBIT A

COMMUNITY MAP

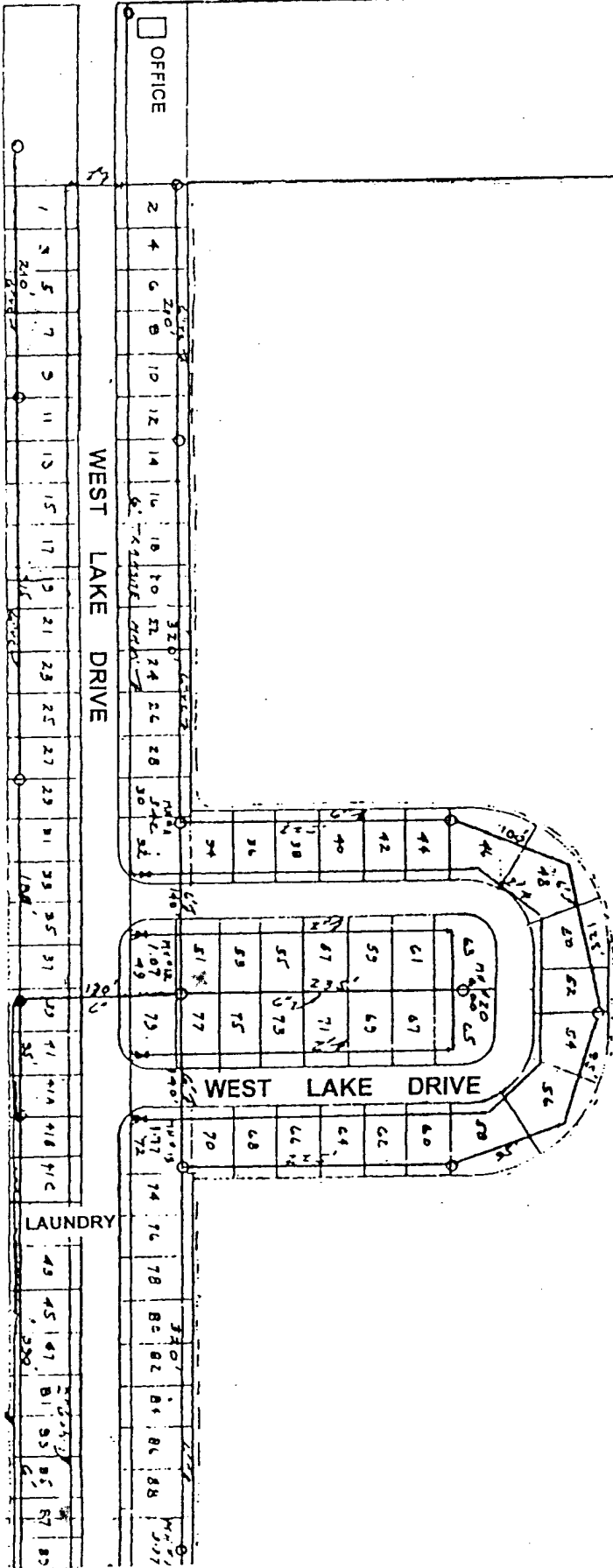


EXHIBIT "A" (Sheet 1 of 3)





EXHIBIT "A" (Sheet 2 of 3)

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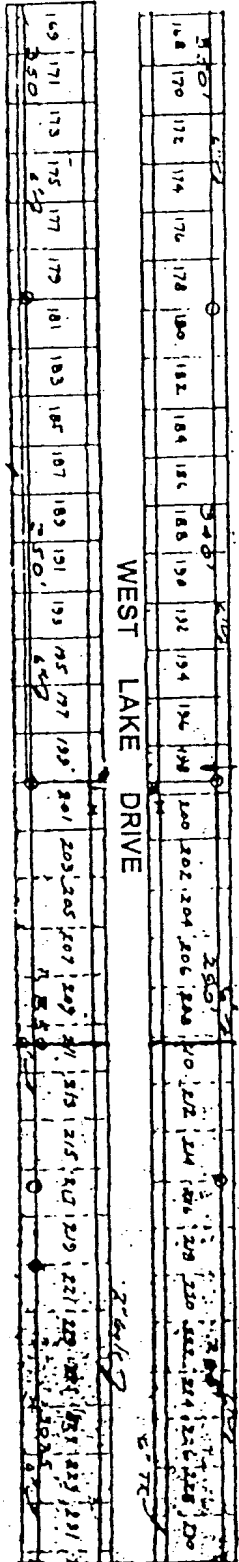


EXHIBIT B

RULES AND REGULATIONS

PEMBROKE PARK LAKES

3196 W. HALLANDALE BEACH BOULEVARD
PEMBROKE PARK, FLORIDA 33009

RULES AND REGULATIONS

PLEASE EXAMINE CLOSELY -THESE RULES AND REGULATIONS CONTROL YOUR RIGHT TO TENANCY IN THIS COMMUNITY AND ALSO YOUR RIGHTS IN THE EVENT OF EVICTION. THESE RULES AND REGULATIONS APPLY TO PROSPECTUS NO. PRMZOO1531-P10708 & PA0708 & P20708.

Welcome to PEMBROKE PARK LAKES. These Rules and Regulations are intended to protect not only your rights as a resident but also those rights of the Community Owner. Moreover, these Rules and Regulations are not just a guideline, but rather mandatory regulations, designed to make this Community and 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 Community.

In the event you have executed a written Rental Agreement for your continued occupancy in the Community, these Rules and Regulations are hereby made an integral part thereof., if you refuse, or decline to execute a written Rental Agreement offered by the Community Owner, these Rules and Regulations are nevertheless binding upon you and each other Resident within the Community.

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

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

Hurricane tie-downs are required by the Statutes of the State of Florida and every Manufactured Home brought upon the premises must be so secured, in accordance with Statutes, within thirty (30) days from the date of arrival, at Home Owner's expense. When a Home Owner goes away on vacation or extended stay (in excess of four (4) days), he shall prepare his Manufactured Home for any storm so that it and other Manufactured Homes are protected. All shutters and window awnings shall be in place and all materials or containers which may blow shall be placed inside the Manufactured Home.

All Manufactured Homes must be attractively skirted by the Home Owner(s) at his own costs and expenses within thirty (30) days from entering into the Community Park. Said Manufactured Home and skirting must be maintained and be kept neat and attractive at Home Owner's expense.

No storage shall be allowed under the Manufactured Home.

2. **REGISTRATION:** All Manufactured Homes and each occupant thereof must be registered by the Community Owner at the Community Office, listing the name and serial number of the Manufactured Home, the license number then currently in force and effect, the year of the Manufactured Home and the name of the financing institution(s), if any, having claim or lien upon the Manufactured Home, or any improvements or additions thereto, the Home Owners' owner or owners' names and an emergency work telephone number, together with proof of ownership, and each Home Owner MUST execute and complete an application for admission to the Community. Those failing to comply with this procedure shall be evicted from the Community in accordance with Florida Statute 723.061.

If a prospective buyer desires to purchase a Manufactured Home from a Community Home Owner and plans to reside in the Community, the prospective buyer must first apply for residency and be accepted by Community Management, prior to commencement of residency in the Community. Management reserves the right to refuse any prospective buyer, 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 Manufactured Home over twenty-four (24) hours must be registered at the Community Manager's office and approved by the Community Manager using the Community Visitor Registration Form, 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 Home Owner's Manufactured Home and the Community itself.

Maximum home occupancy requirements for move-ins or transfers is two (2) persons. are as follows:

In no event shall there be more than two (2) residents at any Home Site.

3. RENTAL PAYMENTS: Lot rental amount is payable in advance and is due and payable on or before the first of the month. Payments shall be submitted to the Community Manager at the Community 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. Payments shall be made payable to: **Pembroke Park Lakes**. In addition to the lot rental amount, the following other charges (consisting of "Special Use Fees" and "Governmental and Utility Charges", etc.) may become part of the total monthly lot rental amount, to-wit:

(a) Lot rental amount: Payments received after the fifth day of the month are late and shall be assessed a late fee as set forth in the Prospectus.

(b) For all Resident(s)' checks not accepted and honored by the banking institution on the first deposit there will be an additional returned check fee as set forth in the Prospectus charged to the Resident(s) and the Resident(s) will be liable for all charges imposed by Community Owner'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 for one year, and only a cashier's check, certified check or money order will be accepted unless Community Owner waives this provision.

15 days
(c) There will be no additional charge for any visitor(s), whether they be visiting children or adults, staying in the Manufactured 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(s) per Home Site. There is a charge for any additional Residents residing at a Home Site, as set forth in the Prospectus.

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

(e) Resident(s) shall also be liable for, and shall reimburse the Community Owner for any taxes, fees, and/or costs (or increases in same) charged by and State, County or local governmental agency against the Manufactured Home, or as a result of the use of the Manufactured 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 that the Community Owner gives the Resident(s) ninety (90) days notice of said additional taxes, fees or costs in accordance with present Florida law.

(f) If Community Management is required to perform any service for Resident(s) which the Resident is required to perform they shall be charged a minimum fee as set forth in the Prospectus.

(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, satellite or cable T.V., 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 AGE 55+ MANUFACTURED HOME COMMUNITY: This Community is intended and operated for occupancy by persons 55 years of age and older and, as such, adheres to the requirements of the Housing for Older Persons Act of 1995. Consequently, at least 80 percent of the occupied units must be occupied by at least one person who is 55 years of age or older as of the date of occupancy.

At the time of application for initial occupancy, or upon demand of Community Management, all prospective residents and all existing residents shall be required to produce for inspection and copying, one of the following age verification documents: driver's license; birth certificate; passport; immigration card; military identification; other valid local, state, national or international documents containing a birth date of comparable reliability or a certification in a lease, rental agreement, application, affidavit or other document signed by an adult member of a household asserting the age of the occupants of said home. The minimum age for all Residents is 40, unless prior approval has been obtained from Community Management.

Notwithstanding the above, Community Management reserves the right, in its sole discretion, to grant exceptions to the minimum age requirements of this Rule, while still maintaining compliance with the Housing for Older Persons Act of 1995.

On January 1st of each even numbered year, all existing Residents shall be required to provide the names and ages of all current occupants of the unit, in writing, to Community Management. Failure to provide the written occupant documentation shall constitute a violation of these Rules and Regulations and the Home Owner may be subject to eviction pursuant to Section 723.061, Florida Statutes.

Home Site Rental is based upon occupancy by not more than two (2) Residents, unless otherwise included in the Home Owner's Rental Agreement. 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 Community. If a Home Owner occupies a Home Site in the Community and subsequently obtains children, he must and hereby agrees to move from the Community, at his or her expense, within ninety (90) days from the date that he first obtains said child or children. If a person with children inherits or otherwise obtains a Manufactured Home that person agrees to sell or remove the Manufactured Home from the Community, and move from the Community at his expense, within ninety days from the date obtained. The head of each family shall be continually responsible for the actions of his or her own children, guests and their guests' children, making full restitution for any damages occurring to another Resident's property or that of the Community Owner's property. All children, including visiting children, must cooperate with and adhere to instructions given by Community Management relating to these Rules and Regulations. Children, including visiting children, are not to play or loiter in or around the recreational and common facilities, nor automobiles in the area; nor near or about other persons' Manufactured Homes or Home Sites unless invited to do so. The throwing of any object is strictly prohibited within the Community. Visiting children must be registered with the Community 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 Community. No bicycling will be allowed within the Community after sundown.

5. **PETS, ANIMALS:** No animal, livestock or poultry of any kind may be raised, bred or kept on any lot within the Community. Pets are allowed by prior written 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, weighing under fifteen pounds at maturity and a pet fee may be charged as disclosed in the Prospectus. 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 Manufactured Home. Pets are not permitted on any other resident's Home Site. Pets, when permitted by written agreement, must be registered with Community Management and must at all times wear a small identifying tag. Any pet running loose will be immediately removed from the Community at the Home Owner's expense. Any dog dirt must be cleaned up by the Home 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 Community'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 Community, unless by written agreement with Community Management. No dog houses or similar structures are allowed outside of the Manufactured Home or anywhere inside the Community.

6. **HOME SITE IMPROVEMENTS AND MAINTENANCE THEREOF:** Any and all improvements, including, but not limited to shrubs, trees, asphalt, cement work and the like, shall remain an integral part of the property of the Community, and cannot be removed except by Community Owner direction. Any and all construction work on the Home Site must have written permission from Community Management. Each Resident is responsible for maintaining their Manufactured Home, skirting and Home Site in a neat and clean condition. Landscaping, lawns, plants, shrubs and trees on each Home 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 Home Site shall remain under the direct supervision and control of Community Management and any and all items placed or erected on the Home Site are subject to control and/or removal by Community Management at its 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 Home Site outside of the Manufactured Home. Said storage utility sheds must not exceed eight feet by ten feet (8' x 10'), meet the Florida Wind Code, be approved by Community Management and must be kept in an attractive state of repair. Nothing will be allowed to be stored under the Manufactured

Home at any time. Flammable or Hazardous materials are not to be kept anywhere on the Home Site.

No antennas or reception devices shall in any way be attached to or protruding from any Manufactured Home or Manufactured Home Site, except small satellite dishes and broadcast TV antennas (less than one meter in diameter or diagonal measurement) and must be removed if Home Owner leaves for an extended period of time or if the Community is under a hurricane alert. All other sending and receiving satellite dishes and antennas are prohibited. Further, any equipment that interferes with neighboring reception is prohibited.

Due to concerns over possible damage to underground utilities, prior written approval from Community Management is required for the placement of a satellite dish or broadcast TV antenna on the Home Site. Placement on the Home Site may require a reasonable landscaping addition to conceal the dish or antenna and thereby help maintain the aesthetics of the Community. Under no circumstances may home owner install satellite dishes or broadcast TV antennas outside of the Home Owner's Home Site.

No portion of any Home Site's lawn area may be removed nor may it be covered by any non-natural material for any purpose nor for any reason without the prior written consent of Park Management. Such non-natural materials include, but are not limited to, white stone, gravel, lava rock, sand, mulch, or like material. The placement of any plastic/synthetic tarpaulins or cement work for the purpose of inhibiting the growth of natural lawns, or for any other purpose, is also strictly prohibited. Residents are not to "extend" their driveways with any type of material without the prior written consent of Park Management. Anything placed on the Home Site's lawn area may not cover underground utilities or hamper emergency road crews in their location and repair, or increase surface runoff.

At the termination of the tenancy, the Resident is obligated to thoroughly clean the entire Home Site and return the Home Site to the condition of the lot at the time of rental thereof by Resident.

Destroyed Homes: In the event that a home is destroyed by fire or storm, it must be removed from the Community at the Home Owner's expense immediately. Lot rental amount will be due and payable until the Home Site is cleared and returned to the condition of the lot at the time of rental thereof by Resident.

MANUFACTURED HOMES AND HOME SITES 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 MANUFACTURED 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 Community. 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, campers or fifth wheels are not allowed in the Community. With the prior written permission of Community Management, peddle/paddleboats, sailboats, rowboats, canoes and kayaks are allowed in the Community, so long as they can be stored in such a way as to not violate other provisions of these Rules and Regulations. Motorized boats, which do not exceed 5 horse power (H.P.) , are allowed in the Community with the prior written permission of Community Management and with the same storage provisions as required for the non-motorized boats referred to above. Boats shall not be operated so as to generate a wake of size which will disturb other persons using the lake or which would cause shoreline erosion. No Personal Water Crafts, commonly known as JetSkis, SeaDoos, Wave Runners, or the like, are ever permitted in the Community. No commercial type vehicles will be permitted to park on the Home Site. One (1) car off-street parking space is provided for most Home Sites, except Home Sites 1 and 2. No vehicle is ever to be parked, even temporarily, on the lawn portion of the Home Site. 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, unsightly or badly damaged vehicle will be permitted to remain in the Community. No major vehicle repairs or oil changing shall be permitted in the driveways of each Home Site. See the Community Manager for area to do repairs and oil changes. Vehicles dripping oil and/or gas must be repaired promptly. The Community Management specifically reserves the right to control and restrict the operation of all delivery transportation or other vehicular traffic within the Community, which Community Management deems to be detrimental to the health, safety and welfare of the Resident(s) and essential to the preservation of the Community grounds and roadways. Any vehicles not complying with this section may be subject to towing, at the owner's expense payable to the towing service and not to the Community Owner.

8. **LIABILITY:** The Manufactured Home placed or located on the above-described premises, shall be at the risk of the Resident(s) or owner thereof, and the Community Owner 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 Community 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, theft, or act of God to any Manufactured Home or personal property left by resident or their guests on the premises. Any and all persons, including children and guests, using the Community 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, his or her own children, guests and their guests' children, making full restitution for any damages occurring to another Resident's property or that of the Community Owner's property.

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 Community, 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 Community in the following manner only, to-wit: All "For Sale" signs (maximum of two (2) per manufactured home) will be no larger than 18x 24 and said "For Sale" signs may only be displayed in a window of the Manufactured Home which faces a street. A Manufactured Home may not be exchanged or substituted for one now on the premises without prior written consent of Community Management. 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 Community Management before transfer of tenancy will be considered by Management. No sub-rental, assignment, sub-lease, sub-let, or other occupancy either through trade, exchange or other non-remunetary consideration of a Manufactured Home or any portion thereof, is authorized without the written consent of Community Management. Community Management will investigate all prospective Resident(s).

COMMUNITY OWNER MAINTAINS THE RIGHT TO APPROVE ANY PROSPECTIVE RESIDENT(S) AN APPLICATION FEE WILL BE CHARGED TO ALL PROSPECTIVE RESIDENTS AS SET FORTH IN THE PROSPECTUS. 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 or transfer. **THIS APPLICATION FEE IS NON-REFUNDABLE.** It is not paid conditioned upon acceptance, but is compensation for background and administrative services rendered.

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

The Community Owners shall not deny the Home Owner the right to sell their own Manufactured Home within the Community. However, if the Home Owner elects to sell the Manufactured Home during the term of Home Owner's Rental Agreement or during any renewal or extension period thereof, the Community Owner may require that the purchaser, within thirty (30) days after acquiring title to the Manufactured Home, provide to the Community Owner 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 Manufactured 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 electrical connections and wiring of the Manufactured Home in question are safe and in accordance with current State and County code requirements.

(c) A certificate from a licensed plumber has been obtained, certifying that the plumbing and sewer connections of and to the Manufactured 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.

10. **LAUNDRY:** Laundry facilities are provided for use by RESIDENT(S) 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) and their registered guests 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:** Conduct which disturbs the peaceful enjoyment of the Community by others, such as excessive noise, loud parties and abusive language is not permitted in the Community. Notwithstanding the foregoing, between the hours of 10:00 P.M. and 8:00 A.M., radios, televisions, stereos, musical instruments, or the like shall not be played in a manner so as to be audible outside the Manufactured Home.

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 these Park Rules and Regulations.

No Resident may trespass on other Resident's Home Sites or property.

13. **COMMUNITY OWNER'S RIGHT OF ACCESS TO MANUFACTURED HOME AND HOME SITE:** The Community Owner shall have no right of access to a Manufactured Home unless the Home Owner's prior written consent has been obtained, or to prevent eminent danger to the occupant or to the Manufactured Home. Such consent may be revoked in writing by the Home Owner at any time. The Community Owner shall, however, have the right to entry onto the Home Site for the purposes of repair or

replacement of utilities and protection of the Community at all reasonable times, but not in such a manner or at such times as to interfere unreasonably with the Home Owner's quiet enjoyment of said lot Home Site. Regardless, any entry upon a Manufactured Home or Home Site must be in accordance with Section 723.025, Florida Statutes.

14. EVICTION: The following are grounds for eviction:

(a) Non-payment of Lot Rental Amount;

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

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

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

(e) Failure of the purchaser of a Manufactured Home situated in the Community 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 Manufactured 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, illegal drugs, weapons or crimes of passion, are a violation of these Rules and Regulations. Use of illegal drugs, other than by doctor's prescription, within the Community is a violation of these Rules and Regulations.

(b) No peddling or soliciting of commercial enterprises are allowed in the Community, except the solicitation authorized by Section 723.054, Florida Statutes.

(c) Report vandalism of private or Community property to the Police or Fire Department FIRST, then notify the Community Manager.

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

(e) Citizens Band (CB) and/or Ham Radio antennas shall not be installed on Home Sites. Further restrictions on the placement of antennas and any other radio signal reception devise can be found in section 6 of these Rules and regulations.

(f) The name and address of the Community Owner or person authorized by the Community Owner to receive notice may be found in the Prospectus. All rent payments are to be made payable to **PEMBROKE PARK LAKES** at the Community office at 3196 West Hallandale Beach Boulevard, Pembroke Park, Florida 33009. Any notice by Community Owner to Resident(s) shall be either hand delivered or mailed to the Resident(s) at Resident(s) address in the Community.

(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 Community and to all renewals, modifications, extensions or substitutions therefore. The Resident hereby constitutes and appoints the Community Owner as his attorney in fact, to execute any instruments required to subordination on behalf of the Resident or, if requested by the Community Owner, 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 Community Owner when a Resident leaves. All plantings, placed on a lot must be checked with Community Management and approval given before planting due to underground utilities. Planting of vegetable gardens is prohibited.

(i) Community 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. Community Management reserves the right to remove and replace any Manufactured Home, awning, cabana, tree or other obstacle when it interferes with the placement or removal of a Manufactured Home, or with Community work, either regular or emergency.

(j) No fences nor other such construction may be constructed, erected or maintained on the Resident(s)' Home Site, except along the western rear perimeter of odd numbered Home Sites backing up to Southwest 32nd Avenue..

(k) Waterfront Resident(s) must keep their waterfront 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 roads, parking areas, and common open areas are the private property of the Community Owner, and that the monthly rental payment solely covers the Home Site occupied by Resident. Resident has unrestricted egress and ingress to his or her Home Site.

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

(n) In the event that during the term of Resident(s)' Rental Agreement with the Community any portion of the premises is taken by eminent domain power, Resident(s) shall have the right to terminate the Rental 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 Community Owner in such proceedings, Community Owner agrees to pro-rate any lot rental amount received by Community Owner from Resident(s) pro-rated to date of removal from the Community, as long as the Resident(s) is in full compliance with the Rules and Regulations and the payment of lot rental amount and charges, as set forth herein.

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

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

(q) 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.

(r) 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.

(s) Gambling: Gambling is prohibited except as allowed by Florida Law.

(t) Attorney's Fees: Applicable attorney's fees and other legal expenses paid by Community Owner in any Community Owner/Resident/Home Owner dispute shall be paid in full by Resident(s), if so approved by mediation, arbitration or judicial proceedings or hearing.

(u) 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.

(v) Unsightly 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.

(w) **Absence:** Residents contemplating absence for extended periods of time should notify Community Management and file a forwarding address and phone number for availability in case of an emergency and make provisions for the routine care of the Manufactured Home and Home Site.

(x) **Prohibition Against Commercial Enterprise:** There shall be no commercial enterprise, either wholesale, retail, or service oriented, conducted in the Community.

(y) **Compliance with laws and Regulations:** Resident shall comply with all Federal, State, and Local laws and/or ordinances the violation of which might be detrimental to the health, safety, or welfare of other residents, and with all building, housing and health codes, and shall be responsible to ensure that any occupant residing with the resident complies with all of the above referred to laws and/or ordinances.

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 Community 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. Community reserves the right to amend or revise these Rules and Regulations, provided ninety (90) days notice is given to Residents and such Amendments or revisions will be posted in the Community 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,

Community Management

EXHIBIT C

RENTAL AGREEMENT

RENTAL AGREEMENT

THIS RENTAL AGREEMENT, made and entered into on this ____ day of _____, 20____, by and between Pembroke Park Lakes, hereinafter referred to as "Community Owner" and _____ hereinafter referred to as "HOME OWNER(s)".

WITNESSETH:

That in consideration of the lot rental amount, Rules and Regulations, and agreements to be kept and performed by Home Owner(s) hereunder, Home Owner(s) lease(s) from Community Owner, the premises subject to the terms and conditions as hereinafter set forth.

1. Community Owner hereby leases to Home Owner(s) for installation thereon of Home Owner(s) Manufactured Home that certain Home Site or lot number, to wit:____, located in this Manufactured Home Community, with the full understanding that this property is to be occupied solely as a private dwelling only by Home Owner(s) and any other persons specifically approved by Community Owner below. ____ persons will occupy this Home Site. Only the following persons are approved for occupancy under this Rental Agreement.

HOME OWNER AGE D/L # (Provence/State of issue)

HOME OWNER AGE D/L # (Provence/State of issue)

Additional Resident/Age Additional Resident/Age

2. The term of this Rental Agreement shall be for a period of _____ months, commencing on the ____ day of _____, _____, and expiring on the last day of _____, _____. Thereafter, the rental term may be extended for additional terms subject to such changes in lot rental amount and terms and conditions of the Rental Agreement as permissible under Florida law. In the event the Home Owner(s) continues to reside on the lot into a new term, the increased Home Site rental amount and any other changed term or condition of the Rental Agreement properly noticed pursuant to Section 723.037(1), Florida Statutes, shall automatically become a term or condition of the tenancy then created. The Community Owner reserves the right to increase the lot rental amount, upon ninety days notice, on a date other than the expiration date of the term of the Rental Agreement, when the manner of increase is disclosed in the Prospectus and/or

Rental Agreement, the term of the Rental Agreement exceeds twelve months, and provided that the increase in lot rental amount shall occur no more frequently than annually.

3. NOTICES. Any Notice to the Community Owner under this Rental Agreement shall be sent to the address specified in the Prospectus, as amended. Any Notice to Home Owner(s) under this Rental Agreement or the Prospectus shall be sent to the following address as designated by Home Owner(s):

4. LOT RENTAL AMOUNT - The following is a listing of all of the types of financial obligations, except user fees, which are required as a condition of tenancy.

a. Base Rent - The Base Rent for the term shall be paid on an installment basis. The first month's Base Rent shall be paid in advance and shall continue each month thereafter during the remainder of the term of this Rental Agreement. This obligation includes any subsequent increases in lot rental amount as allowed in the Prospectus or Chapter 723, Florida Statutes, during the term of this Rental Agreement or any subsequent term.

The Base Rent for your Home Site is \$ _____ per month, due on the first day of the month.

b. Special Use Fees - Special use fees that the manufactured home owner will be responsible for include:

(1) Application Fee: \$ _____ Due at the time of application, this one-time, non-refundable charge will cover costs for determining eligibility, including credit worthiness, of any applicant for residency in the Community. This fee will be charged by the Community Owner, as allowed by law, in qualifying a prospective Resident in the Community.

(2) Entrance Fee: \$ _____ A one-time entrance fee is imposed on all new Manufactured Home placement in the

- Community in accordance with Section 723.041, Florida Statutes.
- (3) Late Payment Fee: \$_____ Due on lot rental amount payments received after the 5th day of the month.
- \$_____ Additional per day delinquency charge due on lot rental amount payments received after the 5th day of the month.
- (4) Returned Check Fee: \$_____ Due per check on Home Owner's checks not honored by a financial institution.
- (5) Pet Fee: \$_____ Per pet, per month.
- (6) Additional Resident Fee: \$_____ Per month for guests remaining in excess of fifteen (15) consecutive days or more than thirty (30) days in one year.
- (7) Lawn Mowing and \$_____ Per service if Community
Cleanup Fee: Management must have the Home Site mowed, edged or have the shrubs or trees trimmed.
- \$_____ Per service or \$_____ per worker/hour charged for cleanup costs if Home Owner(s) fail to keep yard or patio areas clean.
- (8) Garbage/Refuse Fee: \$_____ Charge for removing any garbage/refuse not removed as normal garbage/refuse by the waste collection and disposal service.
- (9) Vehicle Towing Fee: \$_____ If the Community Owner is required to remove an unauthorized or illegally parked vehicle(s), Home Owner will be charged the actual amount charged by the tow truck operator, including any storage charges.

(10) Rule Violation Fee: \$_____ Per service or \$_____ per worker/hour for any repair, maintenance or service performed by the Community Owner or charge incurred by the Community Owner, which was caused by the Home Owner's failure to comply with Community Rules and Regulations. (See Rules and Regulations.)

(11) Taxes or Governmental Assessments: \$_____ All increases in taxes or governmental assessments of any nature required to be paid now or in the future by any governmental entity. Such increases in taxes or assessments shall be in addition to the base rent.

(12) Vehicle Storage Fee: \$_____ Per vehicle, per month.

(13) Pest Control Fee: \$_____ Per month.

(14) Special Service Fee: \$_____ per hour, but not less than \$_____ per service call, for any repair, maintenance, or service that is performed by the Community Owner but is the responsibility of the Home Owner.

(15) Water Fee: \$_____

(16) Sewer Fee: \$_____

(17) Storm Drainage Fee: \$_____

(18) Damage Restitution Fee: \$_____ for damage to Community property caused by Resident, Resident's children or guests or guests' children.

(19) Security Deposit: \$_____

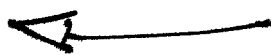
c. Pass-through Charges



The Home Owner will be responsible for payment of any pass-through charge, which is the Home Owner's proportionate share of the necessary and actual direct costs and impact or hookup fees for a governmentally mandated capital improvement which may include the necessary and actual direct costs and impact or hookup fees incurred for capital improvements required for public or private regulated utilities. The charges may be assessed more often than annually. Proportionate share for calculating pass-through charges is the amount calculated by dividing equally among the affected developed Home Sites in the Community the total costs for 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 Home Sites in the Community.

d. Government or Utility Charges

The Community Owner may charge the Home Owner for any costs incurred by the Community Owner and/or caused or charged by any State, Federal, or local government or utility company. These charges will be assessed to the Home Owner based on actual usage which may be determined by meter or other measurement, on a pro rata basis, or based on the benefit conferred on the Home Owner. Certain of these government or utility charges, subject to the requirements of Chapter 723, may be "passed on" by the Community Owner at any time during the term of the Rental Agreement. These "pass on" charges may be assessed more often than annually and, if charged for separately, the allowable pass on charges will not be otherwise collected in the remainder of the lot rental amount.



e. Assessments

Assessments may be imposed in addition to the base rent, based on increased costs to the Community Owner, including, but not limited to, any costs arising due to acts of God or third parties. Assessments include separately itemized charges in addition to the Base Rent (and not included as a governmental or utility charge or pass through charge or otherwise collected as part of the lot rental amount) for specific one-time costs to the Community. The assessment will be imposed as set forth in the notice of assessment. The notice of assessment will be delivered ninety (90) days prior to the effective date of the assessment.

5. As of the filing date of the Prospectus, the following services are included within base rent without separate charge to Home Owner(s): Sewage disposal, waste collection. Home Owner is separately and individually responsible for: water, satellite/cable television, electricity, lawn and tree service. Community Owner reserves the right to change and charge for any of these services as specified in the Prospectus.

6. Monthly lot rental amount payments shall be paid promptly on the dates agreed as herein set forth, it being agreed between the parties that the time of each and all

payments is of the essence in this Agreement. All payments are payable to the Community Owner at the location designated by the Community Owner.

7. Home Owner(s) must pay their monthly lot rental amount for the entire rental term whether the Home Owner(s) are in actual occupancy or residence for any specific month or not. However, the Community Owner specifically reserves the right that if, during the term of this Rental Agreement, there are any increases in utility charges to the Community (see Section 4 above) such increases in rates or charges for these utilities shall be allocated to Home Owner(s) after the Community Owner gives the Home Owner(s) ninety (90) days notice of all such lot rental amount increases in accordance with Florida law. (See Prospectus). All notices shall be addressed to the Home Owner's address as specified in Section 3 above.

8. Manufactured Homes may not be exchanged or substituted for one that is now on the premises without first obtaining written consent of the Community Owner. Home Sites are not transferable. No approval of a sub-rental, assignment, sub-lease, or occupancy by anyone other than the Community Owner is authorized. No such assignment, sub-letting, occupancy or acceptance of rents from any person other than Home Owner shall be deemed a waiver of or a release of the Home Owner(s) from the covenants in this Rental Agreement. The consent by the Community Owner to an assignment or sub-letting shall not relieve the Home Owner(s) from obtaining consent in writing of the Community Owner to any further assignments or sub-letting.

9. LIABILITY. The Manufactured Home placed or located on the premises above-described, shall be at the risk of the Home Owner(s) thereof. The Community Owner shall not be liable for any personal injury to the Home Owner(s) or to any other occupant, guest or invitee, nor for any damage to any leased property or for any other personal property located thereon; irrespective of how such injury or damage may be caused, whether from action of the elements or acts of negligence or acts by other Residents in the Community or occupants of adjacent properties, whatever their identities.

10. The Home Owner(s) shall promptly comply with all statutes, ordinances, rules and orders, regulations and requirements of the Federal, State, County and Local government(s) and of any and all their departments and bureaus applicable to said premises, and/or to the Manufactured Homes located thereon; also with the requirements of the Insurance Underwriters Association, and with the local building department so as not to cause any raise in the rates of insurance upon the lot, the building, contents or Residents of the Community. In accordance with this paragraph, the Home Owner(s) acknowledges that the Manufactured Home must be properly secured or tied down, and the Home Owner(s) further covenants and agrees to have this service performed, at Home Owner(s) cost, prior to occupancy of their Manufactured Home.

11. The Home Owner(s) agrees to abide by all Rules and Regulations of the Community and agrees that violation thereof shall be grounds for eviction from the Community. Home Owner(s) acknowledges having had a reasonable opportunity to read the current Rules and Regulations which are attached hereto and incorporated herein by

reference, and the parties hereto agree that said Rules and Regulations are covenants and provisions of this Rental Agreement and are reasonable and necessary for the proper and efficient operation of the Community and for the health, safety and welfare of the Residents of the Community. Disputes, if any, concerning future amendments to the Rules and Regulations must be submitted to mediation under the terms of the Prospectus.

12. Community Owner and Home Owner(s) agree that the Rules and Regulations will not be changed without written notification to the Home Owner(s) at least ninety (90) days prior to implementation of any such changes. Rule changes adopted as a result of restrictions imposed by governmental entities or those required to protect the public health, safety, and welfare may be enforced prior to the expiration of the ninety (90) day period.

13. Community Owner may evict Home Owner(s) only for the reasons specified in the Prospectus and Community Rules, both of which are incorporated herein by reference, and in accordance with Section 723.061, Florida Statutes.

14. Community Owner's acceptance of late payment(s) or partial payment(s) in any one or more instances shall not constitute a waiver of its right to evict for non-payment of lot rental amount in the future.

15. ACCELERATION In the event of a breach of this Rental Agreement (including the Community's Rules and Regulations and Prospectus) or Chapter 723, Community Owner may, pursuant to section 723.061, Florida Statutes, do any one or more of the following: terminate this Rental Agreement; begin a legal proceeding to regain possession of the Home Site and the Manufactured Home thereon in accordance with Chapter 723; and maintain an action for collection of all accrued lot rental amounts. In addition, the Community Owner may declare the lot rental amount, for the entire term remaining, immediately due and payable and accelerate same and take any other action allowed hereunder, or by law, to collect same. The prevailing party shall be entitled to an award of its costs and reasonable attorneys' fees as provided for by Chapter 723 and Florida law. Acceleration does not apply in the case of eviction due to a change in land use or failure to become qualified to be a Resident.

16. ATTORNEY'S FEES AND COSTS If the Community Owner shall, at any time, be required to incur any expenses as a result of a breach of the Rental Agreement or the Rules and Regulations of the Community, whether in consulting with its attorneys in instituting any action or proceeding based upon such default, defending, or asserting a counterclaim in any action or proceeding brought by the Home Owner or by the Community Owner, the expense thereof to the Community Owner, including reasonable attorney's fees and costs (including appellate fees and costs, if any) shall be recovered from the Home Owner by the Community Owner and shall be fully collectable. As used herein and throughout this lot rental agreement and the Rules and Regulations of the Community, the term "attorney's fees and costs" shall be deemed to include all fees and costs of every nature incurred whether by attorneys, paralegals, law clerks, legal assistants, or others working under the direct supervision of a licensed attorney. Said

entitlement to attorney's fees and costs shall be awardable to the "prevailing party" pursuant to Section 723.068, Florida Statutes.

17. HAZARDOUS WASTES AND COMPLIANCE WITH GOVERNMENTAL REGULATIONS. Home Owner(s) shall comply with all governmental regulations, including, but not limited to, those regulations concerning storage and disposal of all forms of hazardous waste arising from Home Owner's occupancy of the premises. Should Home Owner(s) fail to comply with applicable government regulations, Home Owner(s) specifically agree to be personally liable for all costs, fees, penalties, interest and charges of any kind whatsoever arising from such failure to comply with government regulations. Further, Home Owner(s) AGREE TO INDEMNIFY AND HOLD COMMUNITY OWNER HARMLESS FROM ALL SUCH COSTS, FEES, PENALTIES, INTEREST AND CHARGES OF ANY KIND WHATSOEVER.

A First Violation of this Rental Agreement Provision Is Subject to Eviction Action as an Act Injurious to the Other Residents' Health, Safety and Peaceful Enjoyment of the Community.

18. The rights of the Community Owner contained herein are cumulative and failure of the Community Owner to exercise any right shall not operate to forfeit any other rights of the Community Owner. The failure of the Community Owner to insist, in any one or more instances, upon a strict performance of any of the provisions of the Rental Agreement or Rules and Regulations, or to exercise any right or option contained herein, or to serve any notice, or to institute any action or proceeding, shall not be construed as a waiver or relinquishment for the future of any such provisions, options or rights, but such provisions, options or rights shall continue and remain in full force and effect. The receipt by the Community Owner of any monies due hereunder, with knowledge of the breach of any Community Rule or provision of the Rental Agreement, shall not be deemed a waiver of such breach, and no waiver by the Community Owner of any provision hereof shall be deemed to have been made unless in a writing, expressly approved by the Community Owner, not by any agent thereof, including the Community Manager.

19. Home Owner(s) acknowledges that he has read and understands the foregoing, that Home Owner(s) was offered the foregoing Rental Agreement prior to occupancy (except for renewal Rental Agreements).

HOME OWNER(S) HEREBY ACKNOWLEDGES THEY HAVE READ AND UNDERSTAND THIS RENTAL AGREEMENT AND THE RULES AND REGULATIONS INCORPORATED IN THIS RENTAL AGREEMENT, HAVING HAD A REASONABLE OPPORTUNITY TO READ AND REVIEW THE RENTAL AGREEMENT AND RULES AND REGULATIONS PRIOR TO SIGNING THIS RENTAL AGREEMENT. HOME OWNER(S) AGREES TO FULLY ABIDE BY THIS RENTAL AGREEMENT AND SAID RULES AND REGULATIONS.

We, the undersigned, the Home Owner(s) of Home Site _____, do hereby agree to abide by the terms and conditions of this Rental Agreement.

Dated this _____ day of _____, _____.

WITNESS

HOME OWNER/LESSEE

WITNESS

HOME OWNER/LESSEE

COMMUNITY OWNER/LESSOR/AGENT

We, the undersigned, the Home Owner(s) of Home Site _____, do hereby agree to abide by the terms and conditions of this Rental Agreement.

Dated this _____ day of _____, _____.

WITNESS

HOME OWNER/LESSEE

WITNESS

HOME OWNER/LESSEE

COMMUNITY OWNER/LESSOR/AGENT