

DALE VILLAGE, INC.

A 55 + MOBILE HOME PARK

RESTATED AND REFORMATTED RULES AND REGULATIONS INCLUSIVE OF AMENDMENTS

As per June 5th 2018

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DALE VILLAGE, INC

RULES AND REGULATIONS

ARTICLE R1

USE OF PREMISES

R1.1 Dale Village is intended strictly for residential purposes. Therefore there shall be no peddling, soliciting or commercial enterprises allowed on the park premises, except those services offered to all residents of the park through park management, (ex. vending machines). Canvassing for NON-commercial purposes is NOT prohibited.

R1.2 A 55+ Community - Dale Village does not wish to interfere with your personal life. However, there are limitations on the number and ages of persons who may reside in a mobile home. Unless the Board of Directors has allowed otherwise, only those persons listed on the Lease (non-stockholders) or Proprietary Lease (stockholders) shall be permitted to be permanent residents; and the number of permanent residents must not exceed five (5) adults per household. An adult is a person eighteen (18) years of age or older. As decreed under sub-article B1.5 of the Bylaws, Dale Village is a Park for older persons, meaning persons 55 years of age or older.

A child is a person seventeen (17) years of age or younger and cannot stay more than 30 consecutive days and is subject to the same 30 days break period mentioned above.

R1.2.1 In order to qualify for residency in the Park, at least one person occupying the home must be 55 years of age or older and all occupants must have attained the age of 18 years prior to residency in the Park. All residents, either owners or lessees, must qualify and obtain approval from the cooperative to become a resident in the Park. In order to obtain approval, an application must be obtained from the cooperative office and submitted to the cooperative for approval. Under no circumstances will anyone be accepted as a resident in the Park unless they are specifically approved in writing by the cooperative.

R1.2.2 At least 80% of the mobile homes must be occupied by at least one person 55 years of age or older. The other 20% of the mobile homes are reserved for residents who do not meet the 55 and over rule but are either: residents at the time this rule is put in force; heirs of homeowners; or meet reasonable hardship exceptions as defined below. This does not preclude visitors below the age of 55 and or children to occupy a unit up to 30 consecutive days while vacationing or otherwise; however, there must be a thirty (30) day break prior to being able to benefit of a subsequent period of stay.

A child is a person seventeen (17) years of age or younger and he cannot stay more than 30 consecutive days and is subject to the same 30-day break mentioned above.

R1.2.3 The cooperative may consider and grant reasonable hardship exceptions where at least one permanent resident will not be 55 years of age or over, but where the requested exception is based on a written application and an articulated and substantiated hardship.

R1.2.4 Conditions under which two (2) shares of stock may be purchased. (With reference to sub-article B7.2.7 of the Bylaws.)

R1.2.4 a) In a situation where a purchaser/buyer is interested in acquiring the rights to two (2) lots for the sole purpose of installing one (1) mobile home, the Board of Directors may enter into a Proprietary Lease covering two shares.

R1.2.4 b) Over and above the necessity to abide by all the conditions contained in this Prospectus Manual, except for the aforementioned, a formal written agreement shall further establish that the now "EXPANDED LOT" shall:

- Only be used for a single-family dwelling, and such dwelling will be occupied by one (1) family only, to a maximum of five (5) adults (18 years of age and over).

- Not be further subdivided for other living area installations.

R1.2.4 c) Given that the Dale Village Standard Proprietary Lease normally comprises of a Stock share and a mobile home (inseparable), the two lot shareholder shall have one certificate covering both shares or both lots and the right to exercise one (1) vote only.

R1.2.4 d) The maintenance fees shall be levied as if the lots were occupied with two (2) mobile homes. The calculation formula is described in sub-article R6.3.4.

R1.2.4 e) The above type of arrangement is not available for a Tenancy Agreement (a non-shareholder).

R1.3 Guests are invitees who remain overnight. Visitors are invitees who do not remain overnight. Invitee means a person who is temporarily in your mobile home or on the lot assigned to your mobile home or in the park with your permission or acquiescence.

R1.3.1 There is a limit to the number of guests, which you, a homeowner or renter/lessor, may have at a time. The number of occupants is limited to a total of seven (7) persons, unless the Town or the county enacts another maximum.

R1.3.2 Guests of a homeowner or a renter/lessee who remain more than 24 hours must register with the office of the cooperative, present proper identification and obtain a visitor's barcode for the vehicle. A deposit to satisfy other means of control to enter the park may also be applicable. The owners who allow persons to occupy their mobile home while they are absent must inform the office of the situation.

R1.3.3 As applicable under R1.3.4 below, the application fee for registering "temporary" residents is the maximum amount permitted by law, (presently \$100.00 per applicant). The fee is applicable regardless of the period of stay, i.e., from day one.

NOTE - Couples, their parents and their dependant children are considered by the law as one applicant,

provided they occupy the same home. All others are considered as separate applicants and must pay the application fee.

R1.3.4 Registration and application fees are required as follows:

A) FOR OWNER:

- i) If the owner is present, guests do not pay, but must register only if they have a car and need a barcode that they will pay (other guest do not need to register if owner is present)-line relatives of the owner and their non-paying guests do not pay, but must
- ii) If the owner is absent,
 - In-line relatives of the owner and their non-paying guests do not pay, but must register.
 - Relatives other than in-line and guests must register and pay the fee from day one.

B) FOR RENTER/LESSEE:

- i) If the renter/lessee is present,
 - In-line relatives do not pay, but must register.
 - Relatives other than in-line and guests must register, and if the stay is beyond two (2) nights, the application fee must be paid.
- ii) If the renter/lessee is absent, all guests must register and pay the fee from day one.

NOTE: The term "in-line relatives" is defined as the spouse (includes common law union) of a homeowner; of a renter or of a lessee, the parents (of both), their children and grandchildren.

R1.3.5 All homeowners who rent or lease their home must advise their prospective Tenants that they must be approved and registered by the office. An application fee, as permitted by law, is required per applicant (currently \$100.00). Homeowners may not rent or lease their home without the prospective Tenants being approved first. If the owner rents for seven (7) months or more, the lease documents must also be approved. Applications for prospective Tenants are available at the office. Note that:

a) Owners who lease their home on a yearly basis and renew the same lease to the same lessee, only a one-time application fee applies. Those who rent or lease for a portion of the year and return every year are considered new applicants, therefore a new application and fee must be submitted.

b) If a renter or his guests fail to register and pay the application fee, they will be subject to eviction.

c) The homeowner who rents his property will be held responsible for the payment of the application fee if his Tenant fails to pay such.

R1.4 Subleasing is not allowed without special approval by the Board of Directors. Persons who pay to stay overnight are Sub-Tenants. If you sublease your mobile home or any part thereof without specific permission, you and your Sub-Tenants are subject to eviction. This does not preclude you from having guests "chip-in" for cost of food and other expenses, but when the donation gives the person(s) a right to remain in your mobile home, or exceeds their fair share of out-of-pocket expenses, it becomes rent, and that is a violation of these rules.

R1.5 NOISE: The Town of Pembroke Park ordinance 01-12-01, (specifically as it relates to Section 17-3 "Sound level limitations" of the Code of Ordinances), must be observed by Dale Village residents. Therefore, loud sounds, noises and voices must not exceed a day time limit of 55 dBA and 45 dBA for nighttime, as measured from the neighbor's dwelling.

R1.5.1 **EXCEPTIONS**

The ordinance provides for exceptions to the above sound limits as follows:

a) Noise from landscape and yard equipment, provided motorized machinery is equipped with functioning mufflers;

8 AM to ~~8~~ 6 PM weekdays

b) Noise from construction activity provided each piece of motorized equipment has a functioning muffler. Dale Village includes pressure washers in this category;

8 AM* to 6 PM on weekdays

NB: *8 AM is Dale Village imposed,
Pembroke Park ordinance states 7 AM

~~For the residents who work during the week the above mentioned noises at paragraph b) are permitted on weekends and Holidays from 9h.00 AM to 5h00 PM only if the work is done by themselves and not a contractor and this exception only applies for their own home. No contractors are authorized to work in the park on weekends and legal holidays.~~

Exempt is the generation of sound in the performance of emergency work.

R1.5.2 In summary, excluding the stated exceptions, noisy activities beyond above sound levels are prohibited between:

6 PM and 8 AM on weekdays

5 PM and 9 AM on weekends and legal holidays

R1.5.3 With due consideration for your neighbors, despite the Town's permitted sound level limitations, it is recommended that:

a) One limits weekend "NOISY" activities to absolute necessities. Example, a

homeowner/resident who has exterior responsibilities during weekdays may well only have weekends to do personal home chores.

b) Sounds emanating from radios, television, sound systems and other instruments, should generally not be audible in a neighbor's mobile home. In special circumstances when you are entertaining an outside activity, such "instruments" or voice must not be audible by your neighbors between 10 PM and 9 AM.

R1.5.4 Enforcement procedures. For noise-related violations, Pembroke Park can issue an Ordinance Citation, which carries a penalty as set in Section 7 of the Code of Ordinances.

R1.6 As a general rule, ONLY ONE (1) PET is allowed per mobile home for homeowners only. It may be a cat or a dog. The pet must not exceed twenty (20) pounds at maturity. Birds kept in cages and fish in aquaria are permitted. No other type of pet is allowed.

R1.6.1 Exceptions to the basic one (1) pet rule are:

~~a) A potential new homeowner/resident meets all acceptance criteria but the one pet rule. In such instance, the "new owner" will be accepted with a maximum of two (2) pets, each weighing no more than 20 pounds at maturity; but conditional to sub-article R1.6.2.~~

b) In extraordinary circumstances, upon two-thirds majority vote by the Board of Directors, (ex. the need for a trained eye dog for the blind).

R1.6.2 Residents having two (2) pets as of the date of the revision (march 24, 2003) and owner/residents to be, under R1.6.1 a, may not replace their excess animal at the time of its disappearance or death.

R1.6.3 Renters/lessees of less than 12 months stay are not allowed to have pets. Subject to homeowner's approval, annual renters (12 months or more) may have one (1) pet on the premises as defined above.

R1.6.4 Pet owners must meticulously observe the following:

a) Register your animal with the office. This will permit the identification and returning of a stray animal to its owner, as well as being a control and a security measure in case of emergency.

b) Pets must not be allowed outside, unattended or without a leash and are not allowed in the recreational area nor in the Community Hall, even if carried.

c) Pets must not defecate or urinate on private residential lots, nor on common areas. All pet defecation must be removed by the pet's owner at the time it occurs.

d) Minimize/control loud barking or other noises created by your pet as such may well be

in violation of sub-article R1.5.

R1.6.5 The description and whereabouts of roaming animals are to be reported to the office.

R1.7 Dress Code - With respect for and consideration of others, appropriate type clothing (T-shirts etc.) must be worn at all times when participating in organized recreational activities and gatherings, **and on the streets**. The wearing of unveiled swimwear and nude torso are prohibited during such activities, obviously except for the ones at the swimming pool.

R1.8 Television Tower and anchors - No activity is permitted which interferes with the presence or operation or maintenance of the Television Tower, the anchors and guy wires or any equipment so associated, even though access to their property and/or maintenance may be via the Cooperative Property.

R1.9 All occupants, including invitees, are required to comply with these Rules and Regulations. No one, inclusive of anyone who is in the park at the invitation or acquiescence of the homeowner or renter, shall be permitted to commit any act or engage in any activity which may or shall cause damage; or which may or does constitute a nuisance to or towards any property or persons in the park. Violations are deemed to be by the homeowner who will be held accountable as if he/she had committed the violation. Damages caused by tenants, their invitees or by personal property owned or controlled by them are also deemed to be the responsibility of the homeowner.

As per the Florida Statutes, Chapter 719.303 (3), a fine not to exceed one hundred dollars (\$100) per violation will be levied against the homeowner or subtenant for violation to any provision of the Dale Village, Inc. Prospectus Manual and its exhibits. A fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing. However, no such fine shall exceed one thousand dollars (\$1,000).

ARTICLE R2 VEHICLES

R2.1 The maximum number of vehicles per mobile home shall be consistent with the ability to stack vehicles in sequence within your driveway. ~~No~~ **Not** more than one vehicle may be a truck (**maximum ¾-ton** pickup or panel) or a minibus. A vehicle is understood to be a car, a minivan or a sports utility type. A golf cart also falls in this category.

Residents may park their boats and trailers under their carports when room is not needed to park other vehicles from April 1st to ~~October 31st~~ **November 15th** of each year. ~~Therefore, November 1st to April 15th, boats and all trailers must be parked in the storage parking lot wherein a monthly fee is levied.~~

R2.2 STORAGE PARKING LOT

Monthly Fees are required for the storage parking lot. The price is subject to change (reference article P13.5 of the prospectus).

Each unit must be normally licensed and properly identified to the owner's name address and the telephone number. A minimum charge of one (1) month is required for each rental an up-to-date record is kept in the office will regard to each unit and respective rental period.

While vehicles, motor homes, etc., are "stored" in this lot, they may not be inhabited

NOTE: The rental fee is subject to change (ex., a greater sum for non-residents of Dale Village).

R2.3 Parking of vehicles

R2.3a) All residents vehicles must be parked in their driveway. No shareholders or renter may park on the street at anytime. Guests may park on the street only if there is no room in the driveway. It is the responsibility of the shareholder or the renter that if his guest parks on the street, for lack of space in the driveway, there must always be 3 cars lengths between vehicles parked on both sides of the street. Any guest whose vehicle is allowed to park on the street as per the above must go and park at the parking lot of the community center when they are sleeping over.

All Vehicles must be parked in driveways. No shareholders or renter may park on the street at anytime. Guests may park on the street only if there is no room in the driveway. Parking on the street is limited to loading and unloading, and only when the vehicle cannot park in the driveway, and only when no hazard is created, when one washes his entrance for a normal period of drying, when repairing the driveway. The resident must inform the office in advance.

For the guests and visitors, the latter can only park on the street if there is no room in the driveway. It is the responsibility of the residents to make sure that, if their guest has to park on the street lack of space in the driveway, there must always be three car lengths between cars parked on opposite sides of the streets. Any guest that spends more than one day, starting the first night, must park his vehicle at the Community Center parking lot during his / her stay if there is no room in the driveway.

There is no parking permitted less than 30 feet from an intersection, along Dale Boulevard, on the grass.

R2.3b) Emergency vehicles must be able to reach our Community Center and the swimming pool site. Therefore, the parking of cars is limited to the parking spaces available. No vehicle is allowed to park outside the designated areas.

R2.4 All vehicles must be in a state of good repair and appearance. Vehicles must not drip oil or other fluids on park streets or driveways. Homeowners are responsible for repairing or replacing driveways or other property damaged by leaking fluids.

R2.5 Repairing and maintenance of vehicles within the park are not permitted. Car washing and waxing are permitted, unless otherwise restricted by Town or county ordinances.

R2.6 **MOTORCYCLE:**

~~Only the owners~~ The owners occupying their house are authorized to drive a motorcycle in the Park from the gate to their residence using the shortest way.

a)- maximum of two (2) motorcycles per residence owner

b)- the motorbike must be registered to the owners name ~~of~~ or the spouse

c)- 8 ~~am~~ AM to ~~8:00 PM~~ 9:45 P.M. PM are the hours authorized to circulate

SHAREHOLDER'S CHILDREN:

The shareholder's children are allowed to visit their parents with their motorcycles. They are allowed only from the gate to the compound parking. Persons with their names on the share are ~~consider~~ considered as owners and they are the only authorized to travel into the park from the gate to their home by using the shortest way. Their motorcycles (parents and children) must be registered at the office of Dale Village. Parents have to be present to their home when they receive the visit of their children with a motorcycle.

VISITORS:

Visitors with motorcycles are allowed to participate to activities authorized by the Administration of Dale Village. ~~as example: Sunday's brunches, etc.... Only 5 motorcycles or more of the same organization will be invited to enter the park.~~ The safety officer will guide the group to the designated parking area for motorcycles.

RENTERS:

No renters are allowed into Dale Village with their motorcycles at anytime.

Amusement two-wheeled motor-driven vehicles are prohibited except those propelled by an electric motor. Those vehicles can only be driven by a person that is at least 18 years old or 16 with a valid driving permit.

R2.7 Vehicles must have operational sound-muffling equipment, which prevents loud noises. Vehicles which generate loud noises and that have been modified to create such are not permitted in the park.

R2.8 The speed limit within the Park Boundaries is twenty-five (25) miles per hour, or forty (40) kilometers per hour. Since there is a high volume of bicycles and pedestrian traffic limiting your speed to fifteen (15) miles per hour or twenty-five (25) kph would be greatly appreciated

R2.9 Electric golf carts only can be driven by a person of 18 years and older or 16 years old with a valid driver license. Bicycles and tricycles are to be equipped with reflectors (white in front, red in the back). To maximize your security, it is highly recommended you use a flashing red light in the rear of your "cycle".

ARTICLE R3 MOBILE HOME AND OTHER INSTALLATIONS

Notwithstanding the installation requirements of Article P10 of the Master Prospectus Document and the necessity to obtain prior approval of the Park Management in order to obtain the required permit from the Town of Pembroke Park, the following must be observed.

R3.1 Mobile homes may not be installed or raised beyond ~~two (2) feet (i.e., three [3] eight [8] inch cement blocks)~~ more than twenty-four (24) inches from ground level under the beam nor can they

exceed fifteen (15) feet **six (6) inches**, at the highest point, inclusive of any added structure, from street level. **The overhangs shall not exceed twelve (12) inches inclusive of gutter.**

R3.2 The front side of homes must be parallel and in line with existing homes in the immediate area and must be maintained in good repair and appearance. The front porch or veranda may not be enclosed so as to severely impair or block the visibility to and from neighbors.

R3.3 All mobile homes must be skirted and tied down with approved materials.

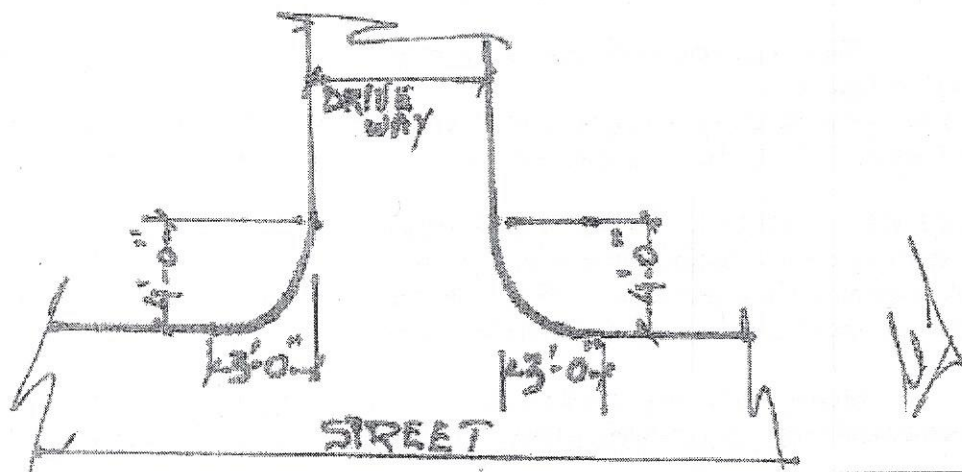
R3.4 The exterior finish/covering of mobile home walls must be of a County approved vinyl siding.

R3.5 A mobile home may not be altered, modified or extended to create a secondary self-contained living space (also referred to as a bachelor). It is strictly forbidden to have a second kitchen facility within or adjacent to any mobile home. A kitchen means a room or place equipped for cooking and containing, at a minimum, a built-in sink and a stove or oven for cooking. (Per Town ordinance 00-4-4, Sections 28-257 and 28-260 [F]. The lower part of kitchen cabinet have to be removed.

R3.6 Central Air Conditioners [AC's] must be installed at the rear of the mobile home. Replacement of existing AC's which are not in conformity [now deemed "grand fathered" in] must be installed at the rear of the mobile home entirely at the homeowner's expense. Window AC's may not be installed on either sides of a mobile home which would direct sound towards the side of your neighbor's home.

R3.7 Satellite dishes and antennas must be installed in the rear of the mobile home. The installation cannot be more than twenty [20] feet above ground level and must not be within the [10] feet of any part of the guy wires to the television tower.

R3.8 Driveways must not exceed the width of your carport. ~~and be consistent throughout towards the street with a reasonable~~ **Three (3) feet** wing out each side near the edge of the street. is allowed and it cannot extend more than four (4) feet from the street line. (See attached Sketch.)



Driveways may not be widened whenever 2 vehicles may be parked in sequence. Hence, a maximum of 2 vehicles per mobile home in such instance. Widening of a driveway may only be granted by the Executive Committee or the Delegated Officer when insufficient sequential space for 2 vehicles in the existing driveway. Also refer to sub-article P10.3 of the Prospectus.

RAISED PATIO:

The distance between the stairs or the wall of the patio (the closest to the road) is 40 feet.

R3.9 One [1] utility shed per mobile home not to exceed one hundred and fifty [150] square feet is permitted provided it is erected on a concrete pad and must not exceed the width of the driveway or behind the Mobil home in respect with all set back in force.

All other temporary or permanent exterior additions of any type must have prior approval of the Executive Committee, or the delegated Officer, and must comply with the applicable Building Codes.

R3.10 Broward County requires all mobile homes to have and maintain at least one [1] Type A.B.C. fire extinguisher of a rating of at least 1A and 10B.C., as classified and rated by Underwriters' Laboratories, Inc. The fire extinguisher must be mounted in a bracket attached to the interior of the mobile home. A smoke detector will also provide good protection.

R3.11 After having obtained a permit from Pembroke Park the homeowner must bring back a copy of the town permit and a copy of the engineer's plans to the office of Dale Village. The office must be advised when the final inspection has been obtained.

R.3.12 Dale Village Inc. is responsible for the water pipe starting from the main entrance of the City of Pembroke Park to water meter of each property. The owner is responsible for the water pipe serving his property starting at the water meter.

ARTICLE R4 GENERAL APPEARANCE & MAINTENANCE OF LOTS

R4.1 Lots and their landscaping must be maintained regularly in an attractive manner. The maintenance and trimming of trees and shrubs on occupied lots is the responsibility of the homeowner/resident. If a homeowner fails to maintain his lot, Park Management may do so, and the homeowner/resident must pay the cost of such maintenance within fifteen [15] days of delivery of an invoice. Currently, lawn mowing is provided as a common service [part of the maintenance charges/fees].

R4.2 Trees and shrubs shall not be planted without approval by Park Management. Trees whose roots can cause damage to park property and/or underground utilities shall not be planted. Once planted, trees and shrubs are deemed park property, and must not be removed without permission of Park Management.

A minimum of 3 ft of vegetation [grass or shrub Ex: blue Dazzle] not higher than 12 inches

R4.3 Lame, obstructive [obstruction of passage or visibility] or dangerous trees and shrubs must be removed at homeowner's expense. The only exception is for mature Oak trees in place since the formation of the cooperative. Any damage caused by the planting or the removal of trees and shrubs is to be rectified by the homeowner in a timely manner. Particular caution is to be exercised not to damage underground utilities. In situations of non-timely action by the homeowner, Park Management may do so, and the cost of restoration will be levied against the homeowner.

R4.4 Fences, other than those erected by Park Management or by owners of adjacent property, are not permitted. Exceptions require the approval of the Executive Committee.

From this day forward and for any hedge or shrub or tree installed after spring 2003 it is compulsory for any shareholder or homeowner non-shareholder who wishes to install a hedge shrub or tree on his lot to obtain a written authorization from management prior to installation, the said authorization can be denied if it goes against any of the following rule and regulation or any municipal ordinance or by-law. The following is applicable to any hedge shrub or tree installed after spring 2003. No hedge or shrub is permitted between the sides of houses nor on the border of each property. In the case of oversized lots they can be installed but must allow 5 feet wide passage between the properties. They must not exceed 6 feet in height, be closer than 5 feet from the rear of the property nor infringe on the neighbor's property. Furthermore in such cases both neighbors must agree to it.

R4.5 Boxes, cans, bottles, equipment and other items not normally a part of the exterior decor of a mobile home and its appurtenances must not be stored outside the mobile home. This prohibition is not intended to extend to vehicles or to lawn and patio furniture, but is intended to extend to any item which, if left or stored outside, tends to detract from the best possible appearance of the park.

R4.6 Clothes, bathing suits, towels, laundry, etc. may be hung discretely in back yards but are NOT PERMITTED to be hung on railings, furniture, patio, carports, etc.

R4.7 Personal items for sale – Items for sale may not be displayed on residential lots. A dated & descriptive "For Sale" chit [a small slip of paper] may be affixed to the bulletin board at the recreation hall when you desire to sell a personal belonging.

R4.8 Garbage and trash must not be placed at the curbside for pickup earlier than sunset on the day preceding scheduled pickup [presently Tuesdays and Fridays if not a holiday]. Garbage cans must be retrieved from curbside as promptly as possible on the day of pickup. Large items, which cannot reasonably be picked up, must be hauled away at the Resident/Homeowner expense. If a large item is placed at the curbside for garbage pickup and it is not picked up, it becomes the responsibility of the Resident to remove it from the curbside promptly and haul it away. The current Waste Management Company has requested that only household waste and basically other disposable materials that may be contained in plastic garbage bags can be placed at the curbside for their disposal. Construction material will not be picked up with or as normal routine waste.

R4.9 Exterior lighting must be shaded so as not to create a nuisance to others.

ARTICLE R5 RECREATIONAL FACILITIES AND COMMON AREAS

R5.1 All persons using the pool and recreational areas must comply with these and posted rules. Failure to observe rules may result in suspension of recreational facility privileges.

R5.2 Residents and their guests/visitors may use the swimming pool and recreational areas AT THEIR OWN RISK.

R5.3 The Recreational Hall may be reserved for special occasions for family-related reasons or for activities organized by a non-profit organization of which at least one of our resident is a member [subject to a fee determined by the Social Club Committee] by contacting the President of the Social Club [See Prospectus sub-article P13.4]. All rentals are subject to the approval of the Social Club Committee. Rental of a non-personal nature may be refused. The Hall will not be rented to non-residents for private parties. At the discretion of the Social Club Committee, a Professional Association offering general information sessions for the benefit of our residents may be granted permission to use the Hall [ex. Hospital Officials exposing their services, taking blood pressure, etc.]. A fifty dollar [\$50.00] deposit is required, which will be returned if there are no attempts to sell product and/or services. Use of the Recreational Hall may be pre-empted by meetings of the stockholders or the Board of Directors, both of which take priority over all other uses.

As for non-profit organizations their use is limited to only once a year.

R5.4 Swimming Pool hours are

- 7:30 AM to 9:00 PM [winter hours]
- 8:30 AM to 9:00 PM [summer hours]

Except for authorized activities, inclement weather or for maintenance. Hours are subject to change by Park Management.

R5.4.1 All persons must rinse [shower] before entering the pool, to eliminate oils, lotions and any other substance, which could clog or otherwise affect pool filters and equipment or pool water. Persons with long hair MUST wear bathing caps while in the pool. Washing of hair at the pool shower is prohibited.

R5.4.2 Food, alcoholic beverages and glass containers are not allowed in the pool area. Beverages in the pool area must be in plastic, paper or other unbreakable containers. Metal cans or objects with sharp edges or points are not allowed in the pool area.

R5.4.3 Disruptive activities in the pool or on the pool deck are restricted as follows:

- a) Throwing or splashing games (including frisbee, water polo, dodge ball) are not permitted when persons other than voluntary participants are present.
- b) Horseplay, running and diving, including throwing persons into the pool, and rowdy behavior

are NOT permitted at any time.

c) Pets are NOT permitted in the pool area at any time.

d) Wheeled vehicles (except infant strollers and wheelchairs) are not permitted in recreational area at any time.

R5.4.4 Persons who are intoxicated are not permitted in the pool or in the pool area. Persons with colds, flu or other contagious illnesses or conditions may be denied access to the pool.

R5.4.5 Children under 14 are not permitted in the pool unless supervised by an adult. It is recommended not to use the pool if you are the only person there.

R5.5 Recreational facilities and common areas must be cleaned up after use, and keys returned to Park Management in a timely manner.

ARTICLE R6

FEES AND CHARGES

R6.1 Persons applying for tenancy in Dale Village are required to pay an application fee not exceeding the maximum permitted by the law, presently \$100, which is used to cover administrative expenses and costs of investigating the residents and/or the applicant(s). The fee is not refundable, even if the applicant is rejected for tenancy.

R6.2 There are no entrance or exit fees as such. However, any person who moves a mobile home into, out of, or within the park is responsible for all expenses incurred incident to that move, including expenses of preparing the pad and lot for accepting another mobile home.

R6.3 There are two categories of payments. Stockholders of Dale Village pay maintenance fees; non-stockholders pay rent. Both are subject to special assessments. Article P12 of the Prospectus also refers.

R6.3.1 Monthly rent and maintenance fee are established by the Board of Directors. However, any increase to the maintenance fee portion, beyond fifteen (15) percent of the preceding year's assessment is subject to the provisions of the Florida Statutes sub-article 719,106 (1) (e) 2. i.e., ultimately requiring approval of the majority of the shareholders. Base rate increases are limited to 15% in any 12-month tenancy period. (Also refer to sub-article B6.4 of the Bylaws.)

R6.3.2 Increases are subject to prior notification as follows:

- Rent: 90 days

- Maintenance fees: 30 days when not part of the annual budget
- Rental tenancies run from October 1 to September 30.

R6.3.3 Special Assessments are extraordinary charges, as a result of unanticipated expenses, which the cooperative must pay. Assessments may not be more often than quarterly, and are to be announced at least twenty (20) days before due date.

R6.3.4 Corner lots and oversized lots justify a premium charge as follows:

a) Premiums for standard-sized corner lots are;

- For leased lots 10%
- For shareholders 15%

b) Premiums for oversized lots are calculated as follows:

- For leased lots, a flat 5% of the basic fee, plus 5% of the percentage that exceeds the standard lot over the standard fee.
- For shareholders, a flat 10% of the basic fee, plus 10% of the percentage that exceeds the standard lot over the standard fee.

An oversize lot is defined as being at least eight percent (8%) over the 3,200 feet standard lot.

Example:

Surface of	5,392 sq.ft.	
Regular lot of	3,200 sq. ft.	
Excess	2,192 sq. ft. or 68.5%	
Basic annual fee		\$600
Corner lot surcharge of 15%		90
Oversized lot surcharge of 10%		60
10% of the 68.5% = 6.85% x \$600		41.10
Annual maintenance fee		\$791.10
Currently (2003) the maximum is set at \$780.00 per lot.		

c) In the event of the necessity to increase the maintenance fees, the Board of Directors may set a new maximum (ceiling).

R6.3.5 Premiums may also be charged on assessments in the same manner as for the maintenance fees. (Prospectus sub-article P12.3 and Bylaws sub-article B5.5 also refer).

R6.4 Payments are due as follows:

- a) For rent: the first day of each month
- b) For maintenance fees: the first day of each quarter of a calendar year. (i.e. January 1st,

April 1st, July 1st, and October 1st)

R6.4.1 Payments are past due if received later than the 10th calendar day of the due month. By authority of the Florida Statutes, Chapter 719, Article 719,108 (3), such late payments will generate a late fee charge. In addition, the Executive Committee may apply interest charges to a maximum of eighteen percent (18%) from the date due. Any payment received shall first apply to the interest, the late fee, other cost or attorney fees, then to the delinquent account. (Sub-article B5.4 of the Bylaws also refers.)

R6.4.2 To lessen the office administrative work, it will be appreciated if you manage to pay your dues in one of the following preferred methods:

For maintenance fees

- One (1) annual check
- Two (2) semi-annual checks -1 post-dated
- Four (4) quarterly checks as stated above - 3 post-dated
- Automatic debit payment

For monthly rent

- A series of twelve (12) post-dated checks
- Automatic debit payment

Post-dated checks will be securely retained in the office until the negotiation date indicated on each check.

R6.5 If a payment is made by check and the check is dishonored for any reason there will be a \$15.00 or more administrative fee charged, plus any charges assessed against Dale Village by the bank for handling the returned check. If, as a result of the dishonored check, the payment when paid is late, the late fee will also be charged.

R6.6 Homeowners are responsible for their mobile home's utility charges.

R6.7 For emergency services, the cost incurred will be charged to the homeowner. Upon written rejection of emergency services by the homeowner, emergency services will be provided **ONLY** to the extent necessary to protect park property, adjacent mobile homes and persons. Emergency services charges are due 30 days from billing. Also refer to sub-article R9.3.

ARTICLE R7 SELLING YOUR MOBILE HOME

R7.1 Park Management must be informed that your mobile home is for sale and provide the asking price and the relevant terms. Note that Dale Village is not in the business of acting as an agent for selling your mobile home, and would prefer you either sell your mobile home (and stock) yourself or retain the services of a professional real estate agent.

R7.2 "FOR SALE" signs must not exceed 14 inches x 17 inches in size, and must be displayed on or from inside the mobile home. A "FOR SALE" 3 x 5 inch card may also be placed on the park

bulletin board.

R7.3 Before you sell, be sure to advise potential purchasers:

R7.3.1 Dale Village has a right of first refusal to purchase your stock and mobile home. Refer to sub-article B7.4 of the Bylaws.

R7.3.2 If Dale Village does not exercise its right of first refusal, the purchaser must be approved **PRIOR** to being allowed to become a shareholder and/or a resident of the park.

R7.3.3 To be considered for residency, your purchaser must complete and submit an application form with the pertinent fee along with a copy of the sale agreement; and will be subject to appear before the Executive Committee or a designated Director.

R7.3.4 The application form requires the purchaser to have received and reviewed the Dale Village Prospectus Manual before the completed application is returned. A complete transfer package is available from park management. There is a small charge for the second and subsequent transfer packages, except that a transfer package will be furnished without charge for each rejected application.

ARTICLE R8 **TERMINATION OF TENANCY**

R8.1 Tenancies shall only be canceled for cause.

R8.2 **CAUSES FOR TERMINATION INCLUDE:**

R8.2.1 Failure to pay rent or maintenance charges within ten (10) calendar days of the due date, if failure continues for five (5) days after delivery of a written demand for payment of the rent.

R8.2.2 Failure to pay any charge or assessment within the period specified for payment of such charge or assessment, or within thirty (30) days of mailing or delivery of notice of such charge or assessment if no deadline is specified, if the failure continues for five (5) days after delivery of a written demand for payment of the charge or assessment.

R8.2.3 Conviction of a federal law, state law or local ordinance when the conviction is based on an act which the Board of Directors finds to have been detrimental to the health, safety or welfare of others residing in or visiting residents of the Dale Village Mobile Home Park.

R8.2.4 A violation of any rule, regulation, by-law, or restriction imposed by the Corporation if the Board of Directors finds the violation resulted from an act which endangered the safety of the Dale Village Mobile Home Park or its occupants or their guests; or which endangered the life, health or property of the occupants of Dale Village Mobile Home Park and their guests.

R8.2.5 Two violations within a period of twelve (12) months of the same rule, regulation, by-law

or restriction imposed by the Corporation whereby the continuing violations jeopardized the peaceful enjoyment, or the orderly operation, of the Dale Village Mobile Home Park.

R8.2.6 Five or more violations within a period of twelve (12) months regarding any combination of rules, regulations, by-laws or restrictions, imposed by the Corporation whereby the continuing violations jeopardized the peaceful enjoyment, or the orderly operation, of the Dale Village Mobile Home Park.

R8.2.7 Applicability

It does not matter whether the conviction is of, or the violation was by;

- 1) The Tenant, or
- 2) Anyone who, with the Tenant's permission or acquiescence resides or resided on the mobile home lot which is the subject of that Tenant's lease, or
- 3) Anyone who is in the park at the invitation or acquiescence of the Tenant.

R8.2.8 Notice and procedures regarding Violations: The Corporation shall cause to be given to the Tenant a notice of violation of a rule, regulation, by-law or restriction, or notice of a conviction, or failure to make payment of a charge or assessment, which may be or become a ground for terminating the tenancy, or such other act or omission which shall comprise cause for terminating the tenancy. Notices shall require that violations be corrected within seven (7) days. The actual termination of a lease requires the concurrence of three fourths (3/4) of the Directors. If the Corporation deems the violation such as will justify termination of the proprietary lease for cause, procedures set forth in sub-article B8.4 of the By-Laws must also be followed.

R8.2.9 Effective Time of Termination: If the Corporation elects to terminate a tenancy, the Corporation shall deliver to the mobile home a Notice of Termination specifying on what grounds and the effective date as follows:

- a) The termination date shall be not earlier than the forty-fifth (45) day following delivery of notice, except for violations under Rule R8.2.4 which are ongoing.
- b) The termination date shall be not earlier than (7) days from delivery of the notice if the violation is under Rule R8.2.4 and it is continuing and occurring at the time notice is given.

R8.2.10 Notices relating to violation of rules and termination of tenancy shall be either:

- a) Sent by certified (return receipt requested) and by regular mail to the owner of the mobile home at the owner's last known address, or
- b) Hand delivered to the mobile home if it is currently being occupied by the regular resident.
- c) A mailed notice is considered delivered when postmarked.

d) A notice delivered to an occupant of a mobile home which is not under a sublease shall be considered delivered to the regular resident at the time of delivery, and mailing shall not then be necessary.

ARTICLE R9 OTHER

R9.1 Proof of Current Ownership of mobile homes must be on file with the office at all times. Failure to notify management of a change of ownership of your mobile home is a violation of these rules and regulations.

a) Proof of current ownership is a copy of the current registration.

b) A copy of the title certificate may be used as proof of ownership for a period of one (1) year after its issuance, or temporarily until a copy of the current registration can be obtained.

c) A copy of the back of the title certificate reflecting a notarized transfer may be used as proof of ownership for a period of (4) months after its execution.

R9.2 Dale Village, Inc. is not responsible for fire, theft, vandalism, or damage to mobile homes, vehicles, or other personal property. Personal liability insurance coverage is mandatory for the standard sum available regarding ownership and/or occupying a mobile home. Proof of a valid insurance liability policy and confirmation of coverage must be delivered at the office and maintained thereafter. A legitimate claim against a homeowner that is not settled due to lack of insurance will bring about a lien on, or seizure of, the property and/or a lawsuit against the owner of the mobile home. The owner should therefore obtain such insurance as may be necessary to protect potential losses or lawsuits.

R9.3 Park management may, but shall not be required to, furnish emergency services in your absence as follows, unless the homeowner directs otherwise in writing:

a) Police (or other emergency agency) will be advised or called out, as appropriate.

b) Emergency repairs will be made to your mobile home and appurtenances.

c) Park management will attempt to contact the owner by telephone.

d) The homeowner will be billed for cost of repairs and emergency services.

NOTE: It is advisable to leave a set of keys for your mobile home and shed with Park Management. Also refer to sub-article R6.7.

R9.4 Easement:

R9.4.1 The owner of the television tower has an easement over any portion of the park to maintain

its tower, the anchors and the guy wires.

R9.4.2 Dale Village, Inc. is not responsible for any damage caused by the owner of the television tower nor by its agents or independent contractors.

R9.4.3 The owner of the television tower has disclaimed liability for damages it causes in maintaining the tower, anchors and guy wires; and if you suffer damage and make a claim against the owner of the television tower, there is a possibility it may refuse to pay for that damage. You should therefore obtain such insurance as may be necessary to protect you in case of such damage. (Park management does not intend to express a legal opinion of whether or not you can legally hold the owner of the television tower liable in case of damage.)

R9.4.4 Forced relocation: The holder of the easement has, for a period of twenty (20) years (until June 2004), a right to relocate anchors. If it elects to do so, Tenant may be required to relocate his mobile home within Dale Village. Actual relocation expenses will be borne by the holder; but the Tenant will have to bear any and all incidental and other expenses which holder is not contractually bound to pay.

R9.4.5 Interruption of Access to Common Areas: Residents' rights of access to common areas in Dale Village, including the pool and recreation facilities, may be interrupted by the holder's access to its easements.

R9.4.6 "Forbidden Zone": No plants, trees or other objects, are permitted within six (6) feet of any anchor or guy wire. In the event Tenant places plants, trees or other objects within the forbidden zone and the holder notifies DALE VILLAGE to remove same, DALE VILLAGE will then notify Tenant to remove same. Upon Tenant's failure to do so, Tenant will be responsible for any removal expense, whether incurred by the holder or by DALE VILLAGE, and such payment will be due with the monthly rent payment next due.

R9.4.7 Security Devices: The holder has the right to install security lights and cameras at the tower and at the anchor facilities.

R9.4.8 Recovery of Expenses and Damages: Tenant's right to reimbursement for actual expenses and damages incurred as a result of the holder's exercise of its easements shall be limited to those for which the holder is liable, and DALE VILLAGE INC. shall not be liable to Tenant for damages resulting from the holder's exercise of its rights. Tenant shall be entitled to bring an action in the name of DALE VILLAGE for the use and benefit of Tenant if Tenant is not otherwise able to enforce the holder's liability; but in such case Tenant shall be liable for any costs incurred which become taxable as a result of such action, and DALE VILLAGE may require adequate security as a condition of bringing an action in its name.

R9.4.9 Encroachment Agreements: Use of sites adjacent to tower anchors number 3 and 4 are affected by encroachment agreements contained in the Easement Agreement.

R9.5 Location of Mobile Home: The actual physical location and orientation of Tenant's mobile

home is subject to control by DALE VILLAGE. No mobile home may be moved, relocated, reoriented, or moved without the specific permission of the Executive Committee of DALE VILLAGE. If required by the holder of the easement, Tenant shall move, relocate, reorient or permit the moving, relocation or reorientation of his mobile home, as provided above. If required by the stockholders or directors of DALE VILLAGE, Tenant shall move, relocate, reorient, or permit the moving, relocation or reorientation of his mobile home, at the expense of DALE VILLAGE.

R9.6 Tenants, whether stockholders or not, may attend meetings of the Board of Directors. Tenants who are neither stockholders nor associate members of the Corporation will normally not be permitted to attend stockholder meetings.

R10 AUTHORITY TO AMEND

R10.1 Rules and regulations may be amended, added or deleted by the Board of Directors. Changes to the rules and regulations take effect ninety (90) days from ratification. Rules adopted as a result of restrictions imposed by governmental entities and required to protect public health, safety, and welfare may be enforced immediately upon notice of adoption.

R10.2 Under extenuating circumstances, exceptions to the Rules and Regulations may be granted by the Executive Committee or their delegated person. When feasible, such exceptions will be divulged at a duly scheduled Board of Directors meeting in order to satisfy the possible concerns of the community members at large.

R11 TRAFFIC RULE AND REGULATIONS

Since Dale Village has become the owner of their streets as of October 28 2003, all traffic regulations in effect on the public streets of Pembroke Park now apply for the streets of Dale Village unless otherwise included in our rules and regulations.

R12 GATE RULES AND OPERATIONS

R12.1 Dale Village has decided to become a gated community and therefore access to Dale Village will be controlled by an electronic gate

R12.2 Management will be responsible for the operation of the gate and its schedule that may evolve in time and will be communicated to the residents

R12.3 Each shareholder or homeowner non-shareholder has the choice either to use the barcode or the remote control but if the barcode is chosen it must be ~~stuck on the car as per the instructions~~ **installed by an authorized person in accordance with the applicable instructions for each make and model of vehicles.**

Under no circumstances the remote control is to be used by any other person than those mentioned above or it will result in our deactivating them and a **charge** will be assessed to reactivate them. **The replacement of the barcodes if they are damaged or the vehicle is replaced is it at the expense of the residents.**

R12.4 All temporary renters of houses must obtain a barcode and install it as per the instructions have it installed by an authorized person in accordance with the applicable instructions for each make and model of vehicles. It will be valid for the time he is renting, is valid and for a period of one year from October 1st to September 30th of every year can be reactivated within that period with the same vehicle, if he rents a house in Dale Village. A replacement barcode can be purchased at the office at the resident's expense.

R12.5 ~~It is the responsibility of each shareholder and homeowner (non-shareholder) to purchase ahead of time the bar codes for their temporary tenants and / or guests and to transmit them ahead of time.~~

Abrogated

-[END]-