

CAREFREE COUNTRY CLUB

FREQUENTLY ASKED QUESTIONS AND ANSWERS SHEET FOR COOPERATIVE ASSOCIATIONS

Carefree Country Club of Winter Haven, Inc.
Name of Cooperative Association

As of January 1, 2020

Q: What are my voting rights in the cooperative association?

A: Each Membership Certificate has one vote. There are 500 lots therefore there are 500 Membership Certificates and 500 voting members of the association. When more than one person holds an interest in a lot, they will appoint one of the owners as their designated voter. See Article IE, Section 5 of the Amended and Restated Carefree Country Club of Winter Haven, Inc. Bylaws.

Q: What restrictions exist in the cooperative documents on my right to use my unit?

A: The use restrictions governing each lot can be found in the Governing Documents of Carefree Country Club. See, generally Article 6 of the Declaration of Covenants Easements and Restrictions, Section 1 of the Amended and Restated Master Form of Ninety Nine Year Proprietary Lease on Carefree County Club of Winter Haven, and Article XII of the Amended and Restated Carefree Country Club of Winter Haven, Inc. Bylaws. More specifically:

1. Carefree is designated as a 55 AND OVER PARK, as defined by the Federal Fair Housing Act of 1995. No more than 2 persons per lot are allowed. (Exception must be approved by the Board of Directors). At least one of the two persons occupying the home must be 55 years of age or older.
2. Up to 3 pets are allowed but no more than 2 dogs.
3. When not in residence a family member may use your unit for up to 14 days in a fiscal year providing at least one of the family members is 21 years of age. Additionally, an overnight guest may also stay up to 14 days within the fiscal year.
4. Members are responsible for any violation against Governing Documents or damage to Carefree Common Property by a family member.

Q: What restrictions exist in the cooperative documents on the leasing of my unit?

- A:
1. You can sublease your unit a maximum of 2 times in a fiscal year (01 Oct - 30 Sep).
 2. You can not sublease your unit for less than 30 days or longer than 12 months.

CAREFREE COUNTRY CLUB

3. Persons subleasing are not allowed to engage in any business or commercial activity of any kind within the park.

4. Members who sublease give up the right to use all recreational facilities associated with that lot for the period of the lease, except for use of the facilities as a guest.

5. A signed rental agreement and if applicable a transfer fee must be provided to the office at least 14 days prior to the arrival of the sublessees.

6. Members are responsible for any violations against Governing Documents committed by the sublease.

Q: How much are my assessments to the cooperative association for my unit type and when are they due?

A: Dues for _/_ will be \$_____, payable in quarterly installments of \$ each. Residents have a 5-day grace period to pay their dues before a \$25.00 late fee and interest is assessed to the account. Your quarterly dues are paid October 1st, January 1st, April 1st, and July 1st.

Q: Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in this association? Also, how much are my assessments?

A: No.

Q: Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?

A: No. Members and sublessees are allowed to use all recreational and commonly used facilities including Golf at no extra fee. Storage spaces for RV's, trailers, and other equipment are available at a modest fee. Boat docking is also available for an extra fee.

Q: Is the cooperative association or other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000? If so, identify each such case.

NOTE:

THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES. EXHIBITS HERE TO. THE SALES CONTRACT AND THE COOPERATIVE DOCUMENTS.

IMPORTANT NOTICE

- 1.) Once you have an offer on your home. You as the seller must instruct the buyer to go to the Carefree Office to complete paperwork .
- 2.) At this time the buyer and seller will complete the purchase agreement, proof of age and several other forms required by Carefree.
- 3.) Your sale will be put on hold; should this step not be completed prior to sale at the attorney's office.

RE-SALE OF UNITS AT CAREFREE

Since all sites are under exclusive rights of each member, they must be sold by each member. Carefree, as Corporation, provides the member with the service of advertising their lease and unit, upon written permission of the member.

POLICIES & PROCEDURES

Policy

The members of this committee may not in any way be part of the sales negotiation nor may they attempt to influence the buyer towards or away from any particular property nor may they give prospective buyers any evaluation of particular properties either positive or negative nor attempt to influence sellers toward any particular price. To do so will disqualify a member from participating on the committee.

Procedures

- # 1. Sellers will be provided with a Seller Listing Packet.
This contains a Resale Agreement, a Property Description, Form, a For Sale Sign Agreement, and a Contact Person Agreement Form.
The seller returns the completed required Marketing forms to the Re-Sale Office..
- # 2. **Upon receipt of the required forms and pictures, the Re-Sale Office will:**
 - Place a picture on the Property For Sale Display Board
 - Place a picture and a copy of the Property Description Form in the Display Book.
 - Add the property to the Property for Sale List.
- # 3. **A change form must be completed and signed before any changes will be made.**
 - All posting and changes will be made by the Re-Sale Chairperson.
 - Sellers should NEVER change anything on the display boards or books.

4. **Prospective Buyers**

When prospective buyers come to the Marketing Office, volunteers will provide them with an INFORMATION PACKET, show them the information available in the Marketing Office and make arrangements for owners to show properties requested by the prospective buyers.

Marketing Committee members cannot have access to keys to the properties and cannot enter a home unless the owner or other person designated by the owner is present. Members of the Marketing Committee may not be a designated person.

When a Prospective Buyer indicates they would like to see a home, Marketing will call the owner or designated person.

- If they are home, an appointment will be made and the Prospective Buyer will be escorted to the home.
- If no one is home, the property cannot be shown at that time. However the Prospective Buyer will be given a copy of your Property Description form. They may also leave their phone number so you can contact them directly.

On Open House days an owner or designated person must be present in the home. Marketing volunteers cannot provide this service. A home cannot be listed for an Open House unless an owner or designated person will be present.

5. When SELLERS are in the Marketing Office, they must **NEVER approach a potential buyer regarding the sale of their property.**

6. **Sale of property**

Negotiations and sales are the responsibility of the seller & buyer. Sellers are provided a PURCHASE AGREEMENT AND CLOSING PROCEDURES PACKET when they market their property. This contains all required forms and closing procedures. This packet may also be made available to buyers when requested.

#7. Removal from **Marketing Property** Listing.

Upon receipt of a signed CHANGE FORM from the seller indicating an offer has been accepted, the property will be removed from Marketing.

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CAREFREE COUNTRY CLUB

Closing Procedures as of 4/13/2016

- 1 - Marketing provide seller: Property listing change form
 Purchase agreement w/ closing procedure
 Resident profile w/ explanation
 Disclosure form - seller's responsibility to get

2 - **Seller return to Carefree office:**

- a. Completed and signed purchase agreement - copy
 New Resident profile - completed
 Disclosure - signed ***or done @ closing*
 Copy of purchaser's *driver's license* or other ID legibly showing date of birth
 Any maintenance/miscellaneous fees due through date of sale
 Carefree transfer fee of \$100.00 from buyer

Carefree Country Club recommends that all closings are completed by a qualified Closing Agent or Law Firm.

Seller have available to send/deliver to Closing Agent

- b. Completed and signed purchase agreement
 Seller's original Carefree Membership Certificate
 Seller's original Proprietary Lease
 Seller's original Mobile home Title(s)
 Power of Attorney *if applicable*
 Death Certificate (certified copy?) *if applicable*
 Trust Agreement *if applicable*
 Deposit check made payable to: SELLER
 Blue book updated or pay \$10 for new one
- 3a- Seller return to Marketing: property listing change form (and Carefree for sale sign)
- 3b- Seller and Purchaser will be responsible for awareness of any lot violations per memo 3-14-02
 ***IF a violation - purchaser must sign lot profile that he acknowledges violation's existence*
- 4- Carefree shall review the documents as listed in #2a
 A. Copies will be retained by Carefree and the needed information sent to
 Closing Agent *along with 3b & 3c*
 B. Seller will send/deliver documents as listed in #2b to Closing Agent
 C. All further contact pertaining to the sale will be with: Closing Agent
 (re: POA's, Doc Stamps, Tax Proration, TECO final reading, Insurance,
 etc in closing statement)

- 5- Closing Agent will ensure buyer(s) is/are eligible to purchase and will prepare the Following documents according to the terms of the Purchase and Sales Agreement:
 - A. Assignment of Lease from Seller to Purchaser
 - B. Proprietary Lease to Purchaser
 - C. Membership Certificate
 - D. DMV documents for transfer of title of mobile home to purchaser
 - E. Closing statement

- 6- Closing Agent shall close the transaction
 - A. Acquiring all required signatures from Seller and Purchaser on the Closing Documents
 - B. Transferring keys (unit and mailbox), access code for the gate to be issued by office
 - C. Acquiring Property transfer fee, Rule book fee, outstanding balances due to Carefree from Seller
 - D. Receiving the balance of the purchase proceeds and distributing funds pursuant to the Closing Statement

- 7- Closing Agent shall send documents to Carefree that require the Corporate Seal and President (Assignment of Lease, Proprietary Lease, Membership Certificate) and Designated Voter Form

- 8- Carefree shall return to Closing Agent those signed and sealed items in #6

- 9- Closing Agent shall record applicable closing documents with the Clerk of the Court, submit application for transfer of title to the OMV, and provide the Seller with Form 1099S

- 10- Closing Agent shall deliver to Purchaser the following:
 - A. Original fully executed Certificate of Membership
 - B. Original recorded Proprietary Lease
 - C. Title(s) to mobile home unit(s)

- 11- Closing Agent shall deliver to Carefree the following:
 - A. Original recorded Assignment of Lease
 - B. Copy of purchaser's original recorded Proprietary Lease
 - C. Side slip to Membership Certificate

- 12- The purchaser will **contact Carefree for:**
 - A. Orientation and new owner paper work
 - B. Dues Coupon
 - C. Name badges
 - D. Bar Codes
 - E. Directory
 - F. Key book form and verification of any office keys
 - G. Other pertinent information: annual packet, watering schedule, departure

Revised April 13, 2016

PURCHASE AND SALES AGREEMENT

Notice: This is a legally binding document. Consult your attorney if you do not understand any part of it.

Purchase and Sales Agreement is dated _____.

Seller: Name _____

Address _____

Phone# _____

Purchaser: Name _____

Address _____

Phone# _____

Purchaser hereby agrees to purchase from the Seller the following Property situated in Carefree Country Club of Winter Haven, Inc. In the County of Polk in the State of Florida and more particularly described as: 9705 Lake Bess Road, Lot #____, Winter Haven, FL 33884

Including all buildings, dwelling units and improvements to such on the Property (lot). All rights to the streets, highways, driveways, easements, common use and right-of ways relating to the to the Property (lot) as stated in the Proprietary Lease and the Assignment of Lease from Seller to Purchaser.

With the exception of personal property items described in attached Schedule "A".

Purchaser will pay to the Seller the total purchase price of \$_____ in U.S. Currency.

\$_____ is paid herewith a good faith deposit to _____
and \$_____ (balance) will be paid at or before closing.

1. Evidence of Title: Seller makes no warranty of title. Purchaser may, at Purchaser's expense, purchase title insurance.

2. Closing Date: This transaction shall be closed on or before _____

3. Restrictions, Easements and Limitations: Purchaser shall take said title subject to: comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision including but not limited to the Master Lease Agreement, Carefree's Articles of Incorporation, Bylaws, Declaration of Covenants and Rules; public utility easements of record, taxes, assumed mortgages and purchase money mortgage, if any.

4. "As Is": Seller and Carefree Country Club extends no, intends no warranty and makes no representation of any type, express or in type, as to the physical condition or history of the property.

5. Assignability: Purchaser may not assign this contract.

6. Expenses at Closing: Documentary stamps on the deed and recording of any corrective instruments shall be paid by the Seller. Documentary stamps and intangible tax on the purchase money mortgage

and any mortgage assumed and recording of purchase money mortgage to Seller, deed and financing statements shall be paid by the Purchaser. Contact closing agent for additional closing costs and to verify total expenses.

7. Proration's: Taxes, assessments and other expenses of the property shall be prorated through the day before closing. Cash at closing shall be increased or decreased as may be required by proration. Taxes shall be prorated based on the current year's tax due with allowance for maximum allowable discount, homestead and other exemptions.

8. Homeowner's Association Code: Purchaser acknowledges that he will be obligated to be a member of a Homeowner's Association of Carefree Country Club of Winter Haven, Inc. Purchaser acknowledges that there have been restrictive covenants recorded, which govern the use and occupancy of the property. Purchaser acknowledges that he will be obligated to pay assessments to the homeowner's association, which assessments are subject to periodic change. Purchaser acknowledges that failure to pay assessments could result in a lien on the property.

9. Closing Agent: _____ (name) _____ (phone)
_____ (address) _____ (fax)

Time is of the essence, therefore, this contract will be null and void if not signed by all parties and delivered to all parties by _____ (date) _____ (time).

If the Purchaser does not fulfill his obligations, under this Agreement, the deposit paid herewith will become the Seller's property.

THE BUYER HEREBY ACKNOWLEDGES THAT THE BUYER HAS BEEN PROVIDED A CURRENT COPY OF THE MASTER LEASE, ARTICLES OF INCORPORATION OF THE ASSOCIATION, BYLAWS, RULES OF THE ASSOCIATION AND THE QUESTION AND ANSWER SHEET MORE THAN 3 DAYS, EXCLUDING WEEKENDS AND LEGAL HOLIDAYS **PRIOR** TO EXECUTION OF THIS CONTRACT.

Signed by the Purchaser on the _____ day of _____, 20____.

ACCEPTANCE

The above Purchase and Sales Agreement is hereby accepted upon the forgoing terms and conditions on the _____ day of _____, 20__.

Purchaser

Purchaser

Seller

Seller

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Signed by the Purchaser on the ____ day of _____, 20__.

ACCEPTANCE

The above Purchase and Sales Agreement is hereby accepted upon the forgoing terms and conditions on the _____ day of _____, 20__.

Purchaser

Purchaser

Seller

Seller

Schedule A

Personal Property NOT included in the sale of Lot # _____, Carefree Country Club of Winter Haven, Inc.

Signed by the purchaser on the _____ day of _____, 20__.

Purchaser

Purchaser

Seller

Seller

Revised: July 21, 2016

Carefree Country Club
9705 Lake Bess Road
Winter Haven, FL 33884

Date: _____

Lot _____

AFFIDAVIT OF PERMANENT OCCUPANT(S)

Carefree Country Club has designated itself a housing for older persons as a residential cooperative pursuant to the provisions of Chapter 719, Florida Statutes, which a designated an over 55 community as defined by the Housing for Older Persons Act (1995) (HOPA) under the final rules that were implemented by the Department of Housing and Urban Development (HUD) is the federal Register dated Friday, April 2, 1999, Part IV CFR Part 100 "Implementation of Housing for Older Persons Act" (Final Rules) and Florida Statute 760, Part II, Fair Housing Act. The (Final Rules) require verification of occupancy. This certification can be made by affidavit signed by any member of the household age 18 or older asserting that at least one person in the unit is 55 years of age or older..

The Amendment to Declaration of Covenants Easements and Restrictions Carefree Country Club of Winter Haven Inc. (Covenants) defines a "Permanent Occupant" as a person who resides in a living unit as their primary or seasonal residence for a period of thirty (30) days or more in any twelve (12) month period. The (Covenants) restrict the maximum number f "Permanent Occupants" to occupy a living unit at two (2) and that they must be at least eighteen (18) years of age. The Carefree Country Club Board of Directors, al a duly noticed meeting, on November 20, 2008, resolved that at least one (1) of the :Permanent Occupants" must be at lease fifty five (55) years of age or older. Any exceptions to this requirement can only be granted by the approval of the Carefree Board of Directors at a duly noticed meeting.

I, (1) _____ understand the age and number limitation, as stated in the fore-mentioned documents, regarding the "Permanent Occupants" on the designated lot and that any exception to at least one (1) of the "Permanent Occupants" being 55 years of age or older can only be granted by the approval of the Board of Directors at a duly noticed meeting. The following named person(s) meet these requirements and (will be/are) the "Permanent Occupant(s) on the designated lot.

(2) _____ (6) _____
Print Name Birth Date Verification Document

(3) _____ (6) _____
Print Name Birth Date Verification Document

(4) _____ (4) _____
Occupants Signature Occupants Signature

(5) _____
Carefree Country Club Representative

INSTRUCTIONS

1. Print name of person completing the form. This person must be a permanent resident of the referenced lot and at least 18 years of age.
2. Print name and date of birth of permanent occupant that is 55 years of age or older.
3. Print name and date of birth of the second permanent occupant. This permanent occupant may be under 55 years of age but at least 18 years of age. If there is only one permanent occupant, this line is left blank.
4. Signature of person (I) completing the form.
5. Signature of Carefree administrative staff that is verifying ages of permanent occupant(s) and receiving documents.
6. Age verification document can be a valid driver's license, passport or government issued identification card with picture and date of birth.