

FREQUENTLY ASKED QUESTIONS

1. Q. What is Carefree Country Club?

A. Carefree Country Club is a member-owned, not for profit corporation. It is owned entirely by its 500 shareholders (members). The Cooperation operates under the Florida Statutes, The Cooperative Act, Chapter 719.

2. Q. How do I become a Member?

A. When you purchase your site, you automatically become a shareholder (member) of the Corporation by way of a proprietary lease. Since there are 500 sites, all member-owned, each shareholder owns 1/500th of the entire park, including ALL of the facilities and infrastructure: 9-hole golf course, tennis courts, clubhouse, swimming pool, etc.

3. Q. How do I own a specific site?

A. The sites are not deeded lots under Florida law. When you have a membership in a cooperative, a proprietary lease and membership certificate are issued stating your exclusive right to occupy your specified lot and you are deemed to own that lot. In addition, you own 1/500th of the entire park. This proprietary lease can be sold, transferred or willed to heirs.

4. Q. What are my voting rights?

A. There are 500 members of the association. Each membership (holder of proprietary lease/membership certificate) of the association shall have one vote. When more than one person holds an interest in a proprietary lease/membership certificate, the multiple owners shall appoint one person as the designated voter.

5. Q. What Restrictions exist in the Cooperative documents on my right to use my unit or use by a sub-lessee?

A. Carefree is designated as a 55+ community, as defined by the Federal Fair Housing Act, 1995. No more than 2 persons per lot are allowed. (Exceptions 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.

Carefree is governed by By-laws and Administrative Rules. These should be read by prospective owner in advance of any purchase. Some of these include, but are not limited to:

- Pets must be less than 50 lbs. and on a leash or under voice command at all times;

- Residents cannot engage in business activities within the park;
- Unit owners who sublease their unit relinquish their rights to use recreational facilities for the duration of the rental period and any use by the owner of Carefree facilities is that of a guest.
- Rules of common decency are followed.
- Each recreational facility has posted rules.

6. Can family members or friends visit when I am not here?

- A. Immediate family members are permitted to reside in a member's unit for up to 14 days during the calendar year when the member is not in residence. Advance notice from the member to the office is required in writing, with dates, number of people, and ages. Immediate family members must include an adult at least 21 years of age when in residence. No registration fee is required.

Sites may be lent out to other park members or other park members' immediate family for emergencies or unusual situations or a maximum of one week. No registration is required. The office must be notified.

7. How much are the assessments and when are they due?

- A. Dues for 2015/2016 will be \$2,392.00, payable in quarterly installments of \$598.00 each.
 Dues for 2016/2017 will be \$2466.00, payable in quarterly installments of \$616.50 each.

8. Do I need to be a member of any other association?

- A. No.

9. Am I required to pay rent or land use fees for recreation or commonly used facilities?

- A. Members and persons sub-leasing are allowed to use all recreational and commonly used facilities. Space to store RV's, storage vehicles and boats can be rented. Rental fees are available from the Office.

10. How is Carefree Managed?

- A. Carefree is managed by a Board of Directors, elected by Members and operated by a licensed Community Association Manager and staff under the Board's direction. In addition to Florida Statute Chapter 719, the Board operates under the Declaration of Covenants, Articles of Incorporation, By-laws and Administrative Rules.

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11. Does Carefree have sites and units for sale?

- A. Since all sites are under the exclusive rights of each member, they must be sold by each member. Carefree, as a Corporation, provides the member with the service of advertising his lease and unit, upon written permission of the member. An administrative fee of \$200.00 is charged for this service.

12. Is there any additional charge for golf, any other facility or utilities?

- A. There are no charges other than your annual dues. Owners and persons sub-leasing may golf for free. Guests of owners and guest of persons sub-leasing must pay green fees. The laundry facility is coin operated. Water and sewer expenses are included in your dues. Electricity, gas, telephone and cable are paid by the member.

13. What does lawn care cover?

- A. Carefree maintains all common ground. Individual lot sites receive the following: mowing, fertilizing, insecticides. Each lot must have an automatic sprinkling system with rain check. Sprinkler timers are checked by maintenance. When not in residence for significant amount of time, you must hire someone to look deal with weed control and maintain plants.

14. Can I have my own golf cart?

- A. Yes. They are allowed as transportation on the roads in Carefree, and you may operate them on the golf course under golf rules. You must obey the posted speed limits.

15. Are children allowed in Carefree?

- A. Children are allowed to visit members as guests for two (2) weeks during the year.

16. What about garbage disposal?

- A. Residents are responsible for placing their solid waste in the proper receptacle. Guidelines for the use of the Solid Waste Transfer Station should be in each unit or are available from the office.

17. Are sites subject to real estate taxes?

- A. Yes. The member is responsible for the real estate tax on his unit. Homestead exemptions apply if the member is a Florida resident and meets the state eligibility requirements.

18. How do I get to Carefree?

- A. We are located 1/2 mile from SR 540 (Cypress Garden Blvd.) on Lake Bess Road. Lake Bess Road is on the south side of SR540 only 1.4 miles west of U.S. Hwy 27, or 2.3 miles east of Lego Land.

19. How about shopping?

- A. Eagle Ridge Mall, the Home Depot and Lowe's are located 2 miles south on U.S. Hwy 27. Publix grocery store and Beall's Department store are located within 3 miles, west on SR 540 (Cypress Gardens Blvd.). A Super Wal-Mart is located nearby as well.

Note: The statements contained herein are only summary in nature. A prospective purchaser should refer to all references, the sales contract and the cooperative documents. (Revised 2.22.16)

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- A. Yes. The member is responsible for the real estate tax on his unit. Homestead exemptions apply if the member is a Florida resident and meets the state eligibility requirements.

18. How do I get to Carefree?

- A. We are located ½ mile from SR 540 (Cypress Garden Blvd.) on Lake Bess Road. Lake Bess Road is on the south side of SR540 only 1.4 miles west of U.S. Hwy 27, or 2.3 miles east of Lego Land.

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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 DMV, 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 checklist, car stickers

Revised April 13, 2016

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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.
his 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 mortgagee, 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 _____, 201__.

ACCEPTANCE

The above Purchase and Sales Agreement is hereby accepted upon the forgoing terms and conditions on the _____ day of _____, 201__.

Purchaser

Purchaser

Seller

Seller

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Signed by the Purchaser on the _____ day of _____, 201__.

ACCEPTANCE

The above Purchase and Sales Agreement is hereby accepted upon the forgoing terms and conditions on the _____ day of _____, 201__.

Purchaser

Purchaser

Seller

Seller

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 has 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) in 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 of "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, at a duly noticed meeting, on November 20, 2008, resolved that at least one (1) of the "Permanent Occupants" must be at least 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) _____
Print Name | _____
Birth Date | (6) _____
Verification Document |
| (3) _____
Print Name | _____
Birth Date | (6) _____
Verification Document |
| (4) _____
Occupants Signature | | (4) _____
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 (1) 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.