

COOPERATIVE 719 PROSPECTUS

Feb. 18, 2006

OASIS MOBILE PARK, A COOPERATIVE

THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED ON ACQUIRING A COOPERATIVE UNIT.

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

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

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SUMMARY

THIS PLANNED COOPERATIVE IS FOR THE CONVERSION OF AN EXISTING MOBILE HOME PARK CONSISTING OF 103 UNITS WHICH ARE PRESENTLY OCCUPIED BY TENANTS OF THE MOBILE HOME PARK OWNER.

INTERESTS IN THE COOPERATIVE WILL BE STOCK CERTIFICATES IN OASIS HOME OWNERS', INC., A FOR-PROFIT, FLORIDA CORPORATION, AND A MASTER OCCUPANCY AGREEMENT (PROPRIETARY LEASE), ATTACHED AS EXHIBIT "C", TO THE INDIVIDUAL UNIT.

UNIT OWNERS ARE REQUIRED TO PAY THEIR SHARE OF THE COSTS AND EXPENSES OF MAINTENANCE, MANAGEMENT, UPKEEP, REPLACEMENT, AND FEES OF THE RECREATIONAL FACILITIES UNDER THE BYLAWS OF OASIS HOME OWNERS', INC., AND THE TERMS OF THE AGREEMENT. THE RECREATIONAL FACILITIES ARE DESCRIBED IN DETAIL IN SECTION 5 OF THE PROSPECTUS AND THE PLOT PLAN IS LOCATED AT EXHIBIT "E".

THE SALE, LEASE, OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED. THE RESTRICTIONS, LIMITATIONS OR CONTROLS ON THE SALE, LEASE, OR TRANSFER OF UNITS IS DESCRIBED IN ARTICLE SEVENTEEN, PAGES 8-11 OF THE MASTER OCCUPANCY AGREEMENT.

THERE ARE NO EXPRESS WARRANTIES UNLESS THEY ARE STATED IN WRITING BY THE DEVELOPER.

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OASIS MOBILE PARK, A COOPERATIVE

DESCRIPTION OF THE COOPERATIVE

1. Name and Location: Oasis Mobile Park, A Cooperative
12766 Seminole Boulevard
Largo, Florida 33778-2256

2. Description of the cooperative property:
 - (a) Oasis Mobile Park, A Cooperative, is a fully developed mobile home park consisting of one hundred and three (103) spaces.

 - (b) The buildings on the premises owned by the corporation consist of a recreational building (clubhouse with lavatory) a rental house or manager's residence and/or office, two (2) laundry buildings, two (2) shuffleboard courts, one (1) horseshoe pit, one (1) rental apartment, garage, two (2) houses, eight (8) cottages, visitor's parking lot. The corporation will own all of the real property and improvements to the real property, except that it shall not own any of the mobile home coaches or the personal property placed on a unit owned by a shareholder, member or tenant.

 - (c) A copy of the park's plot plan showing the location of the units and other facilities used only by the unit owners and short-term lessees is included in Exhibit "E" of this prospectus. The survey is located at Exhibit "K".

 - (d) Oasis Mobile Park, A Cooperative, is a fully developed mobile home park, and no further expansion is anticipated.

THERE ARE NO EXPRESS WARRANTIES UNLESS THEY ARE STATED
IN WRITING BY THE DEVELOPER.

3. Maximum number of units that will use facilities in common with the cooperative: 103. Recreational and other facilities, however, may be expanded or added to upon the consent of 2/3 of the members voting to make such a change.

4. This planned cooperative is for the conversion of an existing mobile home park consisting of 103 units which are presently occupied by tenants of the mobile home park. Interests in the cooperative will be by stock certificates in oasis home owners', inc., a for-profit, florida corporation, and a master occupancy agreement (proprietary lease), attached as exhibit "c", to the individual unit.

5. Description of the Recreational and other Common Areas used only by the unit owners:
- (a) There is no recreational facilities lease associated with this cooperative.
 - (b) There are no facilities at Oasis Mobile Park, A Cooperative, currently used exclusively by the unit owners. All facilities are available for use by the unit owners, the short-term lessees and their respective guests, but not by the general public.
 - (c) The recreational building (clubhouse) is located on Northern Drive and has approximately 1120 square feet of floor space. It has a capacity of approximately 77 people and is used for social gatherings and meetings. The recreational building has kitchen facilities (and a unisex washroom).
 - (d) The rental house or manager's residence and/or office, located at Seminole Boulevard and Northern Drive in the northeast section of the park across from the visitor's parking lot. The residence has the capacity to accommodate two (2) people, with dimensions of 38 feet by 27 feet, 1026 square feet.
 - (e) There are two (2) laundry buildings. One is located off Southern Drive, has approximately 50 square feet of floor space, with a capacity of approximately four (4) people. It contains two (2) washers and two (2) dryers. The other laundry building is located on Central Drive, has approximately 780 square feet of floor space, a capacity of four to six (4-6) people and contains three (3) washers and two (2) dryers. The washers and dryers are not owned by the Corporation, but are leased through a company named Washco.
 - (f) There are two (2) shuffleboard courts located between Central Drive and Southern Drive, bordering on Seminole Boulevard. Lighting facilities are available.
 - (g) The association owns an apartment which is used as a rental unit. The apartment is located on Central Drive adjacent to the resident manager's office. It is 20 feet by 23 feet and has approximately 460 square feet. The capacity of the rental is two (2) people.
 - (h) One house is located on Southern Drive at Seminole Blvd. It is a two bedroom house used for rental purposes. Its dimensions are 21 feet by 24 feet, 504 square feet.
 - (i) The garage is located on Southern Drive between Lot 109 and the laundry. The garage is 25 feet by 17 feet, with 425 square feet and is also used for storage purposes.

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- (j) The other house is located on Southern Drive between Lot 111 and a laundry building. It is a two bedroom house used for rental purposes and has approximately 761 square feet.
- (k) There are eight rental cottages located on Southern Drive. The cottage numbers are 81, 82, 84, 86, 112, 114, 116, 118. Seven cottages are uniform in size, 21 feet by 21 feet, 441 square feet, with a capacity for two (2) people per cottage.

#118 is 21 feet by 19 feet 399 square feet, with a capacity for two (2) people.
- (l) There is a lavatory and shower facility off Central Drive adjacent to the storage shed and Lot 47. This facility is approximately 215 square feet and is available for use by unit owners, guests and tenants.
- (m) The visitor's parking lot is at the corner of Seminole Boulevard and Northern Drive. The parking lot is 44 feet by 32 feet.
- (n) The (work) ladies shed is located off Central Drive adjacent to a laundry facility. Its dimensions are 25 feet by 21 feet, and is approximately 525 square feet. It is used for storage of association property.
- (o) The corporation owns various items for the maintenance of the property, a list of which is attached hereto as Exhibit "J", as well as other items of personal property located on common property for use by the residents of Oasis Mobile Park, A Cooperative, also attached in Exhibit "J", (as per the 1987 inventory). Unit owners are required to become shareholders of the association. The association handles all scheduling of the use of the park's social facilities.
- (p) All rooms and facilities are currently available for use.

UNIT OWNERS ARE REQUIRED TO PAY THEIR SHARE OF THE COSTS AND EXPENSES OF MAINTENANCE, MANAGEMENT, UPKEEP, REPLACEMENT AND FEES OF THE RECREATIONAL FACILITIES UNDER THE BYLAWS OF OASIS HOME OWNERS', INC. AND THE TERMS OF THE MASTER OCCUPANCY AGREEMENT.

- 6. There are no facilities used in common with other cooperatives.
- 7. There are no recreation leases or club memberships associated with this cooperative.
- 8. Recreational facilities may not be expanded or added without consent of unit owners or the corporation.

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9. Oasis Home Owners', Inc., a for-profit corporation, comprised of park residents, has purchased a fully developed mobile home park and is converting it to cooperative. Thus, from its inception, the Cooperative will be controlled and managed by the Board of Directors of Oasis Home Owners', Inc.

10. **THE SALE, LEASE OR TRANSFER OF UNITS IS RESTRICTED AND CONTROLLED.**

A description of the restrictions are contained in the Master Occupancy Agreement attached to this prospectus as Exhibit "C", the Bylaws, attached as Exhibit "B", the Articles of Incorporation, attached as Exhibit "A" and the Rules and Regulations, attached as Exhibit "D".

11. This cooperative has been formed by the conversion of existing improvements.
12. Restrictions upon children and pets are contained in the Rules and Regulations of Oasis Mobile Park, A Cooperative, a copy of which is contained in Exhibit "D", which is attached hereto.
13. Utilities and Other Services:
Water and Sanitary Sewer Service are provided by Pinellas County Utilities which is billed every other month to the Corporation. The residents are not currently separately billed for these services. The Corporation is responsible for the maintenance of the underground water and sewer systems from the point where such systems connect to the lines owned by Pinellas County Utilities to the connection at each mobile home lot. The mobile home owner is responsible for the maintenance of the water and sewer connections from the mobile home to the point where such systems connect to the Park line at each mobile home lot.

Garbage and trash collection is provided to the Park by Pinellas County Utilities, which collects and disposes of garbage and trash placed by residents in County-owned containers located in the Park. Charges for waste disposal are billed to the Corporation every other month.

Storm drains within the Park are provided and maintained by the Corporation.

Electricity and telephone are provided and billed directly to each mobile home owner:

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14. The common expenses, common surplus and common areas are apportioned equally between the units. Refer to Exhibit "C-1" attached hereto as a part of the Master Occupancy Agreement.
15. Estimated Operating Budget and Units Owners' Expenses:
An estimated operating budget for the Cooperative and Unit Owners' Expense Schedule are attached as Exhibit "F".
16. There are no closing expenses. Title Insurance policies are available at the unit owner's expense.

ARTICLES OF INCORPORATION
OF
OASIS HOME OWNERS', INC.

I, the undersigned incorporation, a natural person competent to so do, hereby make, subscribe, acknowledge and file with the Secretary of State of the State of Florida, these Articles of Incorporation for the purposes of forming a corporation, for profit, in accordance with the laws of the State of Florida.

ARTICLE I
NAME

The name of this corporation shall be: OASIS HOME OWNERS', INC.

ARTICLE II
DURATION AND EXISTENCE

The existence of this corporation shall begin on the day that these Articles are approved; thereafter, the existence of this corporation shall be perpetual.

ARTICLE III
STOCK

The maximum of shares of stock that this corporation is authorized to have outstanding at any time is:

Five hundred (500) shares of common stock having a par value of \$1.00 per share.

The authorized shares of stock are all of one class with equal voting powers and each such share shall be equal with every other such share. Each such share shall be, when issued, fully paid and non-assessable.

ARTICLE IV
INITIAL CAPITAL

The amount of capital with which this corporation will begin business is Five Hundred (\$500.00) Dollars.

ARTICLE V
NATURE OF BUSINESS, PURPOSES OR OBJECTS

The general nature of business to be transacted by this corporation, or the objects or purposes of this corporation, shall be as follows:

- a.) To manufacture, purchase or otherwise acquire, and to own, mortgage, pledge, sell, assign, transfer, or otherwise dispose of and to invest in, trade in, deal in and with, goods, wares, merchandise, real and personal property, and services, of every class, kind and description except that it is not to conduct or participate in those business ventures or undertakings, expressly and specifically prohibited by the laws of the State of Florida.
- b.) In addition to the foregoing, it being the express desire that this corporation, as same is in the process of being formed, is to comply, in every particular, with the provisions of recently enacted legislation relating to mobile home parks, the residents thereof, the possible acquisition, ownership and operation of same for and on behalf of the residents as same is now reflected in accordance with the laws of the State of Florida, Chapter 83-219 as same may now or hereafter exist. That, as such, this corporation's, powers, duties, rights and responsibilities as set forth therein.
- c.) To have and exercise all powers necessary or convenient to effect its purposes.
- d.) In addition thereto, the said corporation shall have all of the other or additional powers provided for a corporation for profit in the laws of the State of Florida.

ARTICLE VI
ADDRESS

The initial post office address of the principal office of this corporation in the State of Florida is: 12766 Seminole Boulevard, Largo, Florida 33544.

ARTICLE VII
DIRECTORS

This corporation shall have seven (7) Directors, initially, the number of Directors may be increased or decreased from time to time, by the By-Laws adopted by the stockholders, but shall never be less than three (3).

ARTICLE VIII
INITIAL DIRECTORS

The names and post office addresses of the member of the first Board of Directors who shall serve, as such, until their successors are appointed and/or elected and have qualified are listed as follows:

Martha Picrella	Lot 15 12766 Seminole Boulevard Largo, Florida 33544
Al Wirth	Lot 104 12766 Seminole Boulevard Largo, Florida 33544
Florentine (Sis) Wirth	Lot 104 12766 Seminole Boulevard Largo, Florida 33544
Albert Heizer	Lot 70 12766 Seminole Boulevard Largo, Florida 33544
Martin G. Oslund	Lot 5 12766 Seminole Boulevard Largo, Florida 33544
Paul Brunssen	Lot 46 12766 Seminole Boulevard Largo, Florida 33544
Clinton Ferguson	Lot 8 12766 Seminole Boulevard Largo, Florida 33544

ARTICLE IX
AMENDMENT

These Articles of Incorporation may be amended in any manner provided by law. Every amendment shall be approved by the Board of Directors, proposed by them to the stockholders, and approved at a stockholders' meeting by a majority vote of the stock entitled to vote thereon, unless all the directors and all the stockholders sign a written statement manifesting their intention that a certain amendment of these Articles of Incorporation be made.

ARTICLE X
RESIDENT AGENT FOR SERVICE OF PROCESS

The name of the first resident agent of the corporation is EDWIN I. FORD, 2307 West Bay Drive, Largo, Florida 33540.

ARTICLE XI
CORPORATION OFFICERS

The business of this corporation shall be conducted by the officers; a President, Vice President, Secretary/Treasurer and a Board of Directors. The Board of Directors shall be elected at each annual meeting to be determined by the By-Laws. All other officers shall be elected, appointed or employed by the Board of Directors.

Until the first meeting of the stockholders and the election of the Board of Directors as herein provided, and the newly elected board members election or subsequent appointment or election of new officers, the business of the corporation shall be transacted by the following officers:

Martha Picella Lot 15 12766 Seminole Boulevard Largo, Florida 33544	President
Al Wirth Lot 104 12766 Seminole Boulevard Largo, Florida 33544	Vice President

Florentine (Sis) Wirth
Lot 104
12766 Seminole Boulevard
Largo, Florida 33544

Secretary/Treasurer

ARTICLE XII
SEAL OF CORPORATION

The seal of this corporation shall be a circular impression with its name around the border thereof and "1984" in the center.

ARTICLE XIII
BY-LAWS

The creation, establishment; language and amendment provisions of the By-Laws of this corporation shall be consistent with and in accordance with the provisions set forth with reference thereto as same are presently enunciated in Chapter 83-219 of the Laws of the State of Florida as same may now or hereafter exist. In addition thereto, such other By-Laws as may not be in conflict therewith as determined by the corporation from time to time.

IN WITNESS WHEREOF, I, the undersigned incorporator, have executed these Articles for the uses and purposes therein stated.

Edwin I. Ford