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**WINDJAMMER VILLAGE OF NAPLES, INC.
AMENDED AND RESTATED MASTER FORM PROPRIETARY LEASE**

KNOW ALL MEN BY THESE PRESENTS that on November 21, 1995 the original Master Form Proprietary Lease was recorded in Official Record Book 2121, at Page 1881, *et seq.*, of the Public Records of Collier County, Florida. That Master Form Proprietary Lease, as it may have been previously been amended, is hereby further amended and is restated in its entirety, as amended.

No additional land is being added by this instrument and no land is being removed by this instrument. The covenants, conditions and restrictions contained in this Amended and Restated Master Form Proprietary Lease shall run with the land and be binding upon and inure to the benefit of all present and future owners. The acquisition of a Shareholder Certificate to a unit or any other ownership interest in the unit, or the lease, occupancy or use of any portion of a unit or the common grounds, constitutes an acceptance and ratification of all provisions of this Master Form Proprietary Lease as amended from time to time, and an agreement to be bound by its terms.

1. **Demised Premises; Term.** Windjammer Village of Naples, Inc. (hereinafter the "Corporation") hereby leases to the Shareholder, and the Shareholder takes from the Corporation, subject to the terms and conditions hereof, a certain Unit within WINDJAMMER VILLAGE OF NAPLES, a Residential Cooperative (hereinafter "Mobile Home Village" and/or "Association"), as described in Exhibit "B" (plot plan) of the original Master Form Proprietary Lease for a term of years until November 20, 2094 (unless sooner terminated as hereinafter provided). As used herein, the Unit means the right to use the designated plot of land set out in Exhibit B of the original Proprietary Lease and as stated in the executed Membership/Shareholder Certificate, together with the appurtenances and fixtures which are allocated exclusively to the occupant of the Unit.

2. **Rent. Maintenance, Common Expenses-How Fixed.**

- A. The Shareholder shall pay rent and maintenance or common expense in accordance with the rent schedule and maintenance or common expense assessment established and hereafter set forth.
- B. In accordance with Section 719.108, Florida Statutes, the various owners of membership/shareholder certificates and proprietary leases (hereafter "Shareholders") shall be liable for the payment of rent and assessments for upkeep and maintenance of the corporate property, including, but not limited to, mortgage payments, maintenance, taxes, insurance, repairs, betterments, and utilities, and the salaries of the manager and other employees and other operating costs and operating items.
- C. The Board of Directors (hereinafter referred to as "Directors") of the Corporation from time to time according to Section 719.106, Florida Statutes, shall fix the sum of money needed for the operation of the Corporation. It shall determine the amount required by operating items and costs, such as: mortgage payments, maintenance, taxes, insurance,

repairs, betterments and utilities, salaries of a manager and other employees and any other sums necessary to the upkeep, operation and maintenance of the Corporation's property.

- D. The percentage of common expenses allocated to each unit is 1/212 and may not be changed or amended except with the Shareholder's written consent; however, the exact amount of maintenance or common expense charges may be increased or decreased based upon an increase or decrease in the estimated operating budget of the Corporation.
- E. The Directors are empowered in the manner and subject to Section 719.106, Florida Statutes, to levy and collect assessments for all budgeted mortgage payments, operating maintenance expenses and other ordinary expenses. Special assessments, as required, are to be paid and levied in the same manner as regular assessments. The Shareholders shall pay all assessments against their individual units promptly when due.
- F. The Directors shall establish the rent, if any, for the units.
- G. If the Directors fail to make a new rent schedule and assessment, the Shareholders shall pay at the current rate until a new rate is determined.
- H. All rent and assessments paid by Shareholders to the Corporation for maintenance or common expenses shall be used by the Corporation to pay its obligations as authorized by the Directors. Any excess received from Shareholders held by the Corporation at the conclusion of its taxable year, whether calendar or fiscal, will be deemed to be common surplus. Each Shareholder shall own any common surplus of the Cooperative in the same percentage as the common expenses are shared, which for this unit is the percentage as stated in 2.D above. The ownership of common surplus does not include the right to withdraw or require payment or distribution of the same. The common surplus, at the discretion of the Directors, may be used by the Corporation to apply against future expenses of the Corporation.
- I. Accurate records and books of account shall be kept by the Directors and shall be open to inspection by Shareholders in accordance with Section 719.104, Florida Statutes.
- J. All rent, assessments or common expense charges due hereunder shall be payable in equal monthly installments in advance on the first day of each month, unless the Directors, at the time of their determination of the cash requirements, shall otherwise direct. The Shareholder shall also pay other sums and charges as may be provided herein when due.

3. **Accompanying Membership/Shareholder Certificates to be specified in Proprietary Leases.**

In every proprietary lease executed by the Corporation, there shall be specified, the membership/shareholder certificate issued to the Shareholder and portion of payment for maintenance or common expenses of the Corporation then currently attributable to the Shareholder's unit.

4. **Cash Requirements Defined.** "Cash requirements" whenever used herein shall mean the estimated amount in cash as determined by the estimated operating budget of the Corporation as promulgated and adopted from year to year which the Directors shall from time to time in their judgment determine to be necessary or proper for (1) the operation, maintenance, care, alteration and improvement of the corporate property during the year or portion of the year for which such determination is made; (2) the creation of such reserve for contingencies as they may deem proper; (3) statutory reserves, unless they are voted against by the Shareholders; and (4) the payment of any obligations, liabilities or expenses incurred or to be incurred, after giving consideration to (i) income expected to be received during such period (other than

common expense, assessments and rent), and (ii) cash on hand which the Directors in their discretion may choose to apply. The Directors may from time to time modify their prior determination and increase or diminish the amount previously determined as cash requirements of the Corporation for the year or portion thereof. No determination of cash requirements shall have any retroactive effect on the amount of the rent payable by the Shareholder for any period prior to the date of such determination. All determinations of cash requirements shall be conclusive as to all Shareholders.

5. **Services by Corporation.** The Corporation shall, subject to the discretionary power of the Board of Directors, provide the following services to residents of the Mobile Home Village:

A All community facilities shall be maintained and operated in a neat and clean condition;

B. The Common Grounds shall consist of all of the land within the Mobile Home Village including but not limited to the facilities, ponds, roads, front entrance, perimeter fence and the Units;

C. All common grounds around the facilities shall be maintained by the Corporation in a neat condition; and

D Landscaping:

1) The Corporation shall maintain all the landscaping upon the common ground areas except as provided in D2 below. The Corporation shall maintain a three foot (3') easement around all sides of the perimeter fence. There shall be no plantings within this three foot (3') easement area. All plantings on Units need to have prior Board approval and the Board has authority to remove any plantings not approved or maintained properly with the costs of said removal being charged to the Shareholder. The Corporation shall provide mowing to all the Common Grounds including the Units.

2) Each Unit, residence located on said Unit and all improvements and landscaping thereon, shall at all times be kept and maintained in a safe, clean, wholesome and attractive condition by the Shareholder and shall not be allowed to deteriorate, fall into disrepair or become unsafe or unsightly. No trash, rubbish, refuse, debris or unsightly objects shall be allowed to be placed or remain anywhere thereon.

a) Except for areas maintained by the Association, all areas of Unit not covered by structures, walkways or paved parking facilities shall be maintained by their Shareholders as lawn or landscaped areas to the roadway's edge of any abutting streets and to the waterline of any abutting lakes, rivers, canals or water management areas. Stone, gravel or paving may not be used as a substitute for grass in a lawn.

b) The landscaping on Units, including without limitation, the trees, shrubs, lawns, flowerbeds, walkways and ground elevations, shall be maintained by the Shareholder thereof in a well groomed manner. Such grooming shall included but not be limited to regularly cutting, trimming, watering and fertilizing. Mulched areas must be regularly mulched. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any part of the premises.

c) All Shareholders of waterfront lots shall keep all brush and other natural growth adjacent to the water trimmed to at or below the level of the waterbank and all trees

trimmed so that they do not unreasonably interfere or block the view of the water from adjacent lots.

E. Security Enhancements to the common grounds, subject to the determination of the Board of Directors, shall be installed, maintained and operated by the Corporation. Those alterations or improvements to the common grounds that have been deemed "Security Enhancements" by the Board of Directors, which alterations or improvements shall be limited to fences, gates, walls, security cameras, and other facilities to be installed around the perimeter boundaries and entry roads of the Mobile Home Village to provide security to the Shareholders of the Corporation and which are proposed to be installed by the Corporation within the common grounds, shall not require any further vote of the Shareholders of the Corporation to authorize such limited Security Enhancements as may otherwise have been required under Sec 719.1055(2), Florida Statutes, as the adoption of this Paragraph 5.E. of this Amended and Restated Master Form Proprietary Lease shall be deemed to have been an authorization to install all such approved Security Enhancements as may be approved from time to time by the Board of Directors. Any such initial installation, maintenance, alteration or improvement of Security Enhancements which is so approved by the Board of Directors, as provided herein, shall only be installed within the common grounds of the Mobile Home Village and shall not interfere with the rights of any Shareholder, without specific consent of the affected Shareholder. The total cost of any such Security Enhancements alteration or improvement to the common grounds so approved by the Board of Directors shall be a common expense of the Corporation and, if sufficient funds are not otherwise available to the Corporation, at the time of such approval, the cost of the approved alteration or improvement shall be assessed against and paid by Unit owners in proportion to their ownership interests contained herein. Any alteration or improvement made under the provision of this section shall not result in any change in the undivided interests or rights of the Unit owners in the common grounds; and

G. The Board of Directors shall have the authority, without requiring the approval of the Shareholders to approve as a material alteration, to make improvements to the common grounds and facilities of the Corporation provided the improvements to the common grounds and facilities have been funded in the annual budget process of the Corporation for the budgetary year in which the improvement or improvements to the common grounds and facilities will be implemented.

6. **Damage to Unit or Common Facilities and Grounds.** If the unit or the means of access thereto or any of the common facilities or grounds of the cooperative shall be damaged by fire or other cause covered by multi-peril policies carried by the Corporation, the Corporation shall, at its own cost and expense, with reasonable dispatch after receipt of notice of said damage, repair or replace or cause to be repaired or replaced, with materials of a kind and quality then customarily in use, the unit and the means of access thereto, and the common facilities or grounds but not including the mobile home, cabanas, carports, patios, sheds, landscaping or other improvements on the unit.

7. **Assignment of Corporation's Rights Against Occupant.** If at the date of the commencement of this lease, a third party shall be in possession or have the right of possession of the unit, then the Corporation hereby assigns to the Shareholder all of the Corporation's rights against said third party from and after the date of the commencement of the term hereof, and the Shareholder by the execution hereof assumes all of the Corporation's obligations to said third party from said date. The Corporation agrees to cooperate with the Shareholder, but at the Shareholder's expense, in the enforcement of the Shareholder's rights against said third party.

8. **Cancellation of Prior Agreement or Statutory Tenancy.** If at the date of commencement of this lease the Shareholder has the right to possession of the unit under any agreement or statutory tenancy, this

lease shall supersede such agreement or statutory tenancy which shall be of no further effect after the date of commencement of this lease.

9. **Quiet Enjoyment and Possession.** The Shareholder, upon paying the rent, common expense and assessments and performing the covenants and complying with the conditions on the part of the Shareholder to be performed as herein set forth, shall, at all times during the term hereby granted, quietly have, hold and enjoy the unit without any interference or hindrance from the Corporation, subject, however, to the rights of present tenants or occupants of the unit, if any, and subject to any and all mortgages of the land and improvements as provided below. The Shareholder may place a mobile home and other improvements on the unit as provided herein, but at all times the land is owned by Corporation as common grounds.

10. **Inspection and Acceptance of Units and Common Grounds.** Shareholder has inspected the unit and common grounds and will accept it in its present condition on the commencement of this lease.

11. **Use of Common Areas.** Shareholder shall have the right of joint use and enjoyment in common with other Shareholders of the common areas and the property of the Corporation not specifically leased to other Shareholders, except insofar as it may be limited or restricted by this lease or by the rules and regulations and Bylaws of the Corporation. Shareholder's use of common areas and property shall not encroach upon the rights of other Shareholders.

12. **Indemnity.** The Shareholder agrees to save the Corporation harmless from all liability, loss, damage and expense arising from injury to person or property occasioned by the failure of the Shareholder to comply with any provision hereof, or due wholly or in part to any act, default or omission of the Corporation, its agents, servants or contractors when acting as agent for the Shareholder as in the lease provided. This paragraph shall not apply to any loss or damage when the Corporation is covered by insurance which provides for waiver of subrogation against Shareholder.

13. **Payments.** The Shareholder will pay the rent, common expenses and assessments to the Corporation upon the terms and at the times herein provided, without any deduction or action or any setoff or claim which the Shareholder may have against the Corporation; and, if the Shareholder shall fail to pay any installment promptly, the Shareholder shall pay interest thereon at the maximum legal rate from the date when such payment shall have become due to the date of the payment thereof. In addition to interest, the Corporation may charge an administrative late fee, not to exceed the greater of twenty-five (\$25.00) dollars for each delinquent installment that the payment is late. The Corporation shall be entitled to a lien against Shareholder's unit for such interest or late charges with the same force and effect as if the charges were a part of the common expenses. Where the term "assessment" is used herein, the same shall mean assessments, common expenses and all other charges which Shareholder shares in common with all other Shareholders and as further provided for in the Amended and Restated Bylaws of the Corporation.

14. **Mobile Home Village Rules.** The Corporation has adopted Mobile Home Village Rules(hereinafter "Rules") of the Corporation and the Directors may alter, amend or repeal such Rules and adopt new Rules. This lease shall be in all respects subject to such Rules which, when a copy thereof has been furnished to the Shareholder, shall be taken to be part hereof, and the Shareholder hereby covenants to comply with all such Rules and see that they are faithfully observed by family, approved subtenants of Shareholder and guests. Breach of a Rule shall be a default under this lease. The Corporation shall not be liable or responsible to the Shareholder for the non-observance or violation of Rules by any other Shareholder or person.

15. **Use of Premises.** The Shareholder shall not, without the written consent of the Board of Directors on such conditions as the Board of Directors may prescribe, occupy or use the unit or permit the same or any part thereof to be occupied or used for any purpose other than: (i) as a private dwelling for the Shareholder or members of Shareholder's family, guests

or approved sublessees, but in no event shall more than two (2) persons permanently reside in the unit without written consent of the Board of Directors; and (ii) any home occupation use permitted under, and subject to compliance with, the Bylaws of the Corporation, the Rules, applicable zoning law, building codes or other rules and regulations of governmental authorities having jurisdiction. In addition to the foregoing, the unit may be occupied from time to time by qualifying guests of the Shareholder as long as such occupancy is not violative of applicable zoning laws, building codes or other rules and regulations of governmental authorities having jurisdiction or the Rules, Bylaws or this lease. Occupancy by guests of the Shareholder shall be for a period of time not exceeding one month per year, unless a longer period is approved in writing by the Directors, but no guests may occupy the unit unless one or more of the permitted residents are then in occupancy or unless consented to in writing by the Directors.

In addition, the units within the Mobile Home Village are intended for the housing of persons fifty-five (55) years of age or older. These provisions of Section 2.4 of the Bylaws and this Paragraph 15 are intended to be consistent with, and are set forth in order to comply with the Florida and Federal Fair Housing Acts, including, without limitation, the Housing for Older Persons Act of 1995, any Federal and Florida regulations adopted thereto, and any related judicial decision as they may be amended from time to time (collectively, the "Fair Housing Requirements") allowing discrimination based on familial status. The Directors shall have the power to amend Section 2.4 of the Bylaws and this Paragraph 15 and any related Rules, without the consent of the Shareholder, for the purpose of maintaining these age restrictions consistent with the Fair Housing Requirements and to maintain the intent and enforceability of Section 2.4 of the Bylaws and this Paragraph 15 and any related Rules.

Units shall be used and occupied solely as residences by the owners thereof, their families, guests or approved sublessees, provided that at least eighty percent (80%) of the occupied units shall be occupied by at least one (1) person fifty-five (55) years of age or older. In addition, there shall be no permanent resident under forty-five (45) years of age. The Directors shall have the authority to make exceptions to the age restrictions set forth in Section 2.4 of the Bylaws, this Paragraph 15 and any related Rules, based upon documented hardship. However, no exception shall be made if it results in a violation of the Fair Housing Requirements, including, without limitation, the requirement that at least eighty percent (80%) of the occupied units be occupied by at least one (1) person fifty-five (55) years of age or older. In addition, in no event shall an exception be made that permits a person eighteen (18) years of age or younger from becoming a permanent resident.

The terms "occupied unit" and "occupied by at least one (1) person fifty-five (55) years of age or older" shall refer to the definitions of such terms in rules adopted by the Department of Housing and Urban Development ("HUD"). Unless otherwise adopted by HUD, the term "occupied unit" means (i) a unit that is actually occupied by one (1) or more persons on the date the Lessor claims the "55 and over" exemption; or (ii) a temporarily vacant unit, if the primal/ occupant has resided in the unit during the past year and intends to return on a periodic basis. Unless otherwise adopted by HUD, the term "occupied by at least one (1) person fifty-five (55) years of age or older" means that on the date the Lessor claims the "55 and over" exemption (i) at least one (1) occupant of the unit is fifty-five (55) years of age or older, or (ii) if the unit is temporarily vacant, at least one (1) of the occupants immediately prior to the date on which the unit was vacated was fifty-five (55) years of age or older.

The Association may require the use of a uniform application for sales and subleases and may require such information as is necessary to ensure compliance with this provision and the Fair Housing Requirements, as amended from time to time. The Lessor shall comply with rules issued by HUD with respect to verification of occupancy and ages of occupants by reliable surveys and affidavits, and with respect to conducting a census. Shareholders and prospective purchasers shall cooperate in good faith with surveys, affidavits and the taking of the census, in order that the Corporation may comply with the Fair Housing Requirements.

16. **Use Restrictions.** The following rules and standards apply to the community. The Board may adopt additional rules.

16.1 **Units.** Each Unit shall be occupied by only one family, and its caregivers, guests, as a residence and for no other purpose. No business or commercial activity shall be conducted in or from any

unit. The use of a unit as a public lodging establishment or as part of a fractional ownership or vacation club program shall be deemed a business or commercial use and is prohibited. This restriction shall not be construed to prohibit any owner from maintaining a personal or professional library, from keeping his personal, business or professional records in his unit, or from handling his personal, business or professional telephone calls or written correspondence in and from his unit. Such uses are expressly declared customarily incidental to residential use. Examples of businesses which are prohibited and are considered “impact” businesses are businesses or commercial activity or ventures that create customer traffic to and from the home, create noise audible from outside the home, or generate fumes or odors noticeable outside the home, including, but not limited to, a home day care, beauty salon/barber shop, and animal breeding. Signs and other advertising material visible from the street are prohibited

16.2 Occupancy in Absence of Owner. If the owner and his family who permanently reside with him are absent, and are not occupying it, and the unit has not been leased, the owner may not permit his unit to be occupied. However, upon prior written application by the unit owner, the Board of Directors may make such limited exceptions to the foregoing restrictions as may be deemed appropriate in the discretion of the Board, for the sole purpose of avoiding undue hardship or inequity.

16.3 Occupancy When Owner is Present. There is no restriction on the number of guests, whether related or unrelated to the owner, who may occupy the unit in the presence of the unit owner with the exception of any municipal regulations governing occupancy. The maximum stay is 30 days per year, unless approved by the Board of Directors in writing.

16.4 Alterations and Additions Require Approval. No building, structure, enclosure, or other improvement shall be erected or altered, nor shall any grading, excavation, landscaping, change of exterior color, or other work which in any way alters the exterior appearance of any structure or Unit, shall occur unless and until the plans, specifications, and location of same shall have been submitted to, and approved in writing by, the Board of Directors. All approved modifications or improvements shall be completed within one hundred eighty (180) days from the date of approval. All changes to an approved plan must also be approved pursuant to these same requirements. It shall be the right and duty of the Board of Directors to adopt architectural standards.

16.5 Fences and Hedges. Except for the fence maintained by the Association, no fences or walls shall be permitted on any portion of a Unit without prior written approval of the Board of Directors. Hedges are permitted between the homes, with prior written approval of the Board of Directors, but may not extend into the front yard and may be otherwise restricted to preserve an open design. No plantings of any kind are allowed within 3’(feet) of the perimeter fence. No person shall attach anything on the perimeter fence, including, but not limited to, any decorations or change the appearance of the perimeter fence in any way including, without limitation, painting, staining or cleaning of the fence without written consent of the Board of Directors.

16.6 Camping. No tents or camping facilities shall be permitted on the common areas or Units. No sleeping in RVs stored in the compound at any time.

16.7 Lighting. Each home must maintain their coach light, it must be light from dusk till dawn. If the light is out for 7 consecutive days the Corporation will replace the bulb and may access the owner a reasonable charge for undertaking the work and the cost of the bulb. Seasonal lighting may be put up no more than thirty (30) days before the holiday and must be removed fourteen (14) days after the holiday.

16.8 No Garage Sales. No garage sales, estate sales, tag sales, or other similar activities are allowed to be conducted on the Units or common areas without prior written approval of the Board of Directors.

16.9 Signs and Flags. No person may post or display "For Rent", "Open House", other similar signs or any other signs of whatever type anywhere on the common grounds, including but not limited to posting or placing a sign on a unit, in a unit window, in or on a vehicle on cooperative property or on a lanai, without the prior written approval of the Board. However one 1 (one) For sale sign may be placed on the Unit as to not impede the landscaper or to exceed 18' by 30' in size. A Shareholder may place one (1) American flag on his Unit.

16.10 Pets. Two (2) dog(s) or cat(s), (2) birds, tropical fish, and other customary non-exotic (snakes are prohibited), quiet, and inoffensive household pets not being kept or raised for commercial purposes will be permitted. The keeping of pets is a privilege not a right and the Board is empowered to fine an owner and/or order and enforce the removal of any pet that violates this section or becomes a source of unreasonable annoyance or a danger to the health, safety and welfare to other residents. Permitted pets may only be kept subject to the following conditions:

- (A) No pets shall be permitted in the pool area, leashed or unleashed.
- (B) Elsewhere on the common elements pets will be under handheld leash or carried at all times.
- (C) Pet excrement shall be removed by owners or handlers immediately. The directors may designate the portions of the property that will be used to accommodate the reasonable requirements of unit owners who have a pet.
- (D) Pets that are vicious, noisy, or otherwise unpleasant will not be permitted in the condominium. In the event that a pet has, in the sole opinion of the board of directors, become a nuisance or an unreasonable disturbance, written notice will be given to the owner or other person responsible for the pet, and the pet shall be removed from the Association within three (3) days.
- (E) Owners may not leave pets unattended in screened porches or on balconies where their noise may bother others.
- (F) Any unit owner or other resident who keeps or maintains any pet shall, in exchange for and in consideration of the privilege to keep the pet, hereby indemnify and hold the Corporation and each unit owner free and harmless from any loss, claim or liability of any kind or character of whatever nature arising from or related to the keeping or maintaining of such pet in the Condominium.
- (G) The Board of Directors has the authority and discretion to make exceptions to the limitations in this regulation in individual cases and to impose conditions concerning the exceptions. The granting of exceptions shall not be deemed to be a waiver of the right to enforce the restrictions in other cases.
- (H) Feeding of wildlife and other animals, especially ducks, turtles, feral cats or fish is expressly prohibited and subject to fining by the Association. Leaving food unattended so that wildlife or roaming animals can easily find it is considered to be feeding wildlife. The Corporation will not hesitate to notify the appropriate authorities if feeding wildlife occurs.

16.11 Parking. No motor vehicle shall be parked on the common grounds except in such areas intended for that purpose. Residents must park in their carports or driveways. There shall be no parking on the grassy areas at any time and no parking overnight on the street. Residents may not park in another Shareholder's driveway or carport without that Shareholder's permission. No vehicles which are primarily used for commercial purposes, other than service vehicles temporarily present on business, nor any trailers, may be parked on the common grounds. Other than service vehicles temporarily present on business, no vehicle shall display any signage, tools or equipment that is of a commercial nature. Boats, trailers, campers, travel trailers, mobile homes, motor homes, recreational vehicles, and the like, shall be stored in the Compound Area. Residents are permitted to park boats, trailers, campers, travel trailers, mobile homes, motor homes, recreational vehicles, and the like, in the street for 24 hour for the purpose of loading and unloading said vehicle after which the vehicle must be stored in the Compound Area. Every Shareholder shall be entitled to at least one space in the Compound Area as long as space is available. Space in the Compound Area is available on a first come first serve basis and a waitlist may be created by the Board. Should one Shareholder have more than one space and a Shareholder require a space, the Shareholder with the two spaces may be forced to forfeit one space. Residing in any vehicle stored in the Compound Area is prohibited. The Board can adopt additional reasonable rules with regard to use of the Compound Area, including but not limited to charging for extra spaces.

16.12 Towing and Booting. Any vehicle that is parked in violation of the Corporation's restrictions may be towed or booted regardless of where it is located. The Corporation may take action, with prior notice being required. However, if giving notice is not effective to remedy the situation or the vehicle inhibits access to property or reasonably constitutes a potential safety issue, then action may be taken without notice. All costs and expenses shall be borne by the owner of the vehicle. Such costs and expenses shall not be considered a fine or suspension of the right to use the common facilities, and do not preclude the Corporation from pursuing those remedies instead of or in addition to towing or booting a vehicle. The Corporation is not liable for any damage to a vehicle that is towed or booted by a licensed and insured contractor. Shareholders and lessees are responsible to see that all of the occupants of their homes, as well as guests, visitors, and invitees, comply with the Corporation's parking restrictions. Shareholders are responsible to indemnify, defend, and hold the Corporation harmless from all claims relating to enforcement of the parking rule against the Corporation asserted by any occupant of a home, as well as any guests, visitors, and invitees to a home, excepting only if it has been judicially determined that the Corporation is guilty of gross negligence or a higher degree of culpability.

16.13 General.

(A) No towels, garments, rugs, etc., may be hung from windows or other parts of the home. However retractable clotheslines are allowed and must be retracted when not in use.

(B) No weeds, underbrush (other than indigenous growth), or other unsightly growths shall be permitted to grow or remain upon any part of the Unit, and no refuse pile or unsightly objects shall be allowed to be placed or remain anywhere thereon.

(C) Trash, garbage, and other waste shall be kept only in sanitary containers, which shall be kept in a clean and sanitary condition. Recycle bins and trash receptacles shall not be put on the curb before the day prior to the scheduled pick-up, and shall be removed from the curb within twenty-four (24) hours following pick-up.

16.14 Nuisances. No owner shall use his home, or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another home, or which would not be consistent with the maintenance of the highest standards for a first class residential

community, nor permit the premises to be used in a disorderly or unlawful way. The use of each home shall be consistent with existing laws and the governing documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner. No solicitation will be allowed at any time within the community. The Board of Directors' determination as to what constitutes a nuisance or annoyance shall be dispositive and shall control without regard to any legal definition of such terms.

16.15 Lawful Use. No immoral, improper, offensive, hazardous or unlawful use shall be made of the cooperative property or any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of government bodies which shall require maintenance, modification or repair of the cooperative property shall be the same as the responsibility for maintenance and repair of the property concerned. Notwithstanding the foregoing and any provisions of this Master Form Proprietary Lease, the articles for the bylaws of the Association, the Corporation shall not be liable to any person for its failure to enforce the provisions of this section.

16.16 Assumption of Risk. Without limiting any other provision herein, a person within any portion of the Corporation accepts and assumes all risks and responsibility for noise, liability, injury, or damage connected with use or occupation of any portion of the Corporation including, without limitation; (a) noise from maintenance equipment; (b) use of pesticides and fertilizers; (c) view restrictions caused by maturing trees and shrubbery; and (d) the removal or pruning of shrubbery, or trees within any portion of the Association. Without limiting the foregoing, all persons using the common elements, including without limitation, any pool or area adjacent to a lake do so at their own risk. By acceptance of a deed, each owner acknowledges that the common elements may contain wildlife such as alligators, bear, boar, cougar, raccoons, swine, snakes, docs, bobcats, opossums, armadillos and foxes. The Corporation has no responsibility for monitoring such wildlife nor notifying owners or other persons of the presence of such wildlife. Each owner and his or her family, guest and invitees are responsible for their own safety.

17. Leasing Of Units: In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of units by their owners may not be for less than thirty (30) days or one (1) calendar month whichever is shorter and not more than three (3) times in the calendar year, and shall be restricted as provided in this section. All leases of units must be in writing. Only two (2) persons may occupy a leased Unit. A Shareholder may lease only his entire unit (no room rentals allowed), and then only in accordance with this Section, after receiving the approval of the Association. The lessee must be a natural person as opposed to an artificial entity such as a corporation, partnership, trust, etc. No subleasing is allowed. The following also applies to any new occupant of a unit that was not approved under the existing lease of the unit.

17.1 Procedures.

(A) Notice by the Unit Owner. An owner intending to lease his unit shall give to the Board of Directors or its designee written notice of such intention at least 20 days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee, a fully executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board may require a personal interview with any lessee and his spouse, if any, as a pre-condition to approval. The applicant must sign for having received and read copies of the rules and regulations of the Association.

(B) Board Action. After the required notice and all information or interviews requested have been provided, the Board shall have 10 days in which to approve or disapprove the proposed lease. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the lessee.

(C) Disapproval. A proposed lease shall be disapproved by a majority vote of the whole Board (or as provided in F below) and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:

1. the unit owner is delinquent in the payment of any monetary obligation owed to the Corporation at the time the application is considered;
2. the unit owner has a history of leasing his unit without obtaining approval, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his unit;
3. the real estate company or rental agent handling the leasing transaction on behalf of the unit owner has a history of screening lessee applicants inadequately, recommending undesirable lessees, or entering into leases without prior Corporation approval;
4. the application on its face indicates that the person seeking approval or the proposed occupants intend to conduct themselves in a manner inconsistent with the covenants and restrictions applicable to the cooperative;
5. the prospective lessee or any of the proposed occupants have been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;
6. the prospective lessee or any of the proposed occupants have a history of conduct which evidences disregard for the rights and property of others.
7. the prospective lessee or any of the proposed occupants, during previous occupancy, have evidenced an attitude of disregard for the Corporation rules;
8. the prospective lessee or any of the proposed occupants give false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit is not paid;
9. the owner fails to give proper notice of his intention to lease his unit to the Board of Directors;
10. the owner has a history of disregarding the Rules and Regulations of the Association, including without limitation, prior covenant violations, delinquencies and/or disregard of the leasing provisions; and/or
11. the lease is for less than thirty (30) days or one (1) calendar month whichever is shorter or the Unit has already been leased three (3) times in the calendar year.

(D) Failure to Give Notice or Obtain Approval. If proper notice is not given, at least twenty (20) days the Board at its election may approve or disapprove the lease. Any lease entered into without approval may, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee without securing consent to such eviction from the unit owner.

(E) Applications: Assessments. Applications for authority to lease shall be made to the Board of Directors on such forms and include such terms as the Board may provide from time to time. The legal responsibility for paying cooperative assessments may not be delegated to the lessee.

(F) Committee/Officer Approval. To facilitate approval of leases presented during times when many members are not in residence, the Board of Directors may by resolution delegate its approval powers to an ad hoc committee, which shall consist of at least three (3) unit owners, one of whom must be a Director or to the President, Vice President or Treasurer.

17.2 Term of Lease and Frequency of Leasing. No unit may be leased more often than three (3) times in any calendar year, with the minimum lease term being thirty (30) days or one (1) calendar month whichever is shorter. No new lease may begin until at least 30 days have elapsed since the first day of the last lease. For purposes of this restriction, the first day of occupancy under the lease shall conclusively determine in which year the lease occurs. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. However, the Board may, in its discretion, approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee or unit owner is allowed.

17.3 Exceptions. Upon written request of a unit owner, the Board of Directors may approve one additional lease of the unit within the same calendar year, but only under unusual circumstances to avoid undue hardship and inequity.

17.4 Occupancy During Lease Term.

(A) When a unit has been leased for a period of one (1) year, the unit may be occupied only by the tenants.

(B) Guests may occupy leased units when the lessee is in residence. The total number of house guests in a leased unit is limited to two (2) persons. Such guests may stay for a period not to exceed thirty (30) days, and the number of occasions for this type of guest occupancy shall be limited to once during the lease term.

17.5 Occupancy in Absence of Lessee. If a lessee absents himself from the unit for any period of time during the lease term, the other tenant who is already in residence may continue to occupy the unit and may have house guests subject to all the restrictions. If the tenant(s) are absent, no other person may occupy the unit.

17.6 Use of Common Grounds and Property. To prevent overtaxing the facilities, a unit owner whose unit is leased may not use the recreation or parking facilities during the lease term.

17.7 Regulation by Association. All of the provisions of the cooperative documents and the rules and regulations of the Corporation shall be applicable and enforceable against any person occupying a unit as a lessee or guest to the same extent as against the owner. A covenant on the part of each occupant to abide by the rules and regulations of the Corporation and the provisions of the cooperative documents, designating the Corporation as the owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not. All leases shall be deemed to provide that a violation of the governing documents is grounds for damages, termination and eviction and that the tenant and the owner agree that the Corporation may proceed against either the owner or the tenant and the owner or the tenant shall be responsible for the Association's costs and expenses, including attorney fees and costs, secured by a lien against the unit.

17.8 Fees and Deposits for the Lease of Units. Whenever herein the Board's approval is required to allow the lease of a unit, the Corporation may charge the owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law. No fee may be charged for approval of a renewal or extension of a lease with the same lessee, however an updated background/credit check may be performed at the lessee's expense. The Corporation may also require any security deposits that are authorized by the Condominium Act as amended from time to time which security deposit shall protect against damage to the common elements or Corporation property. Handling of the security deposit and claims against the security deposit shall be in accordance with the Act, as the same may be amended from time to time. A separate fee may be charged for each person who is intending to occupy the unit under the lease except that only a single fee may be charged to a husband and wife and no extra fee may be charged for minor children.

17.9 Unapproved Leases. Any lease of a unit not approved shall be void and unenforceable unless subsequently approved by the Board. The Board shall have the authority to evict the occupant(s) without securing consent for such eviction from the owner. For the purpose of such eviction, the Corporation shall be deemed to be an agent of the landlord and all attorney fees and costs shall be the responsibility of the owner and shall constitute a charge and may be collected as provided for in Section 10 of this Master Form Proprietary Lease. The Board has the authority to suspend or restrict future rentals for repetitive violations of any of the leasing provisions.

17.10 Collateral Assignment of Rents. In the event a unit owner is in default in payment of assessments for common expenses or any other monetary amounts owed to the Association, the Corporation shall have the authority to collect rents directly from the unit owner's tenant. Upon demand by the Corporation the tenant shall pay said rent to the Association. Such rental payments shall be applied in accordance with the Act until all past due amounts are paid in full. In the event such tenant fails to remit said rents directly to the Corporation within seven (7) days (but no later than the day the next rental payment is due) from the day the Corporation notified such tenant in writing that the rents must be remitted directly to the Association, the Corporation shall have the right to terminate the lease and evict the tenant. For the purpose of such eviction, the Corporation shall be deemed to be an agent of the landlord. The rights contained herein are in addition to any rights granted by law.

18. Sales and Assignments.

A. Sales and Assignments - The Shareholder shall not assign or sell this lease or transfer the membership/shareholder certificate appurtenant or any interest therein, and no such assignment or transfer shall take effect as against the Corporation for any purpose, until:

(i) An instrument of assignment in form approved by the Corporation, executed and acknowledged by the /Shareholder (Assignor), shall be delivered to the Corporation; and

(ii) An agreement executed and acknowledged by the Assignee, who shall meet the Shareholder requirements under this lease, in form approved by the Corporation, assuming and agreeing to be bound by all the covenants and conditions of this lease to be performed or complied with by the Shareholder on and after the effective date of said assignment .shall have been delivered to the Corporation, in which case the Shareholder's lease shall be deemed transferred for the balance of the term of the lease as of the effective date of said assignment, and

(iii) The membership/shareholder certificate of the Corporation to which this lease is appurtenant shall have been delivered to the Corporation for cancellation and re-issuance

of a certificate in favor of the Assignee, with proper transfer taxes paid and stamps affixed, if any; and

(iv) At the option of the Lessor, subject to the provisions of Paragraph 2.3B, all sums due from the Shareholder shall have been paid to the Corporation, together with a sum fixed by the Directors to cover a screening fee of the Corporation and its management in connection with such assignment and transfer of membership/shareholder certificate, providing same does not exceed One Hundred Dollars (\$100.00); and

(v) Except in the case of an assignment, transfer or bequest of the membership/shareholder certificate and this lease to the Shareholder's spouse or adult siblings or parents and, except as otherwise provided in this lease, consent to such assignment shall have been authorized by resolution of the Directors or given in writing by a majority of the Directors.

B. Right of First Refusal - In the event the Directors disapprove the proposed assignment or subletting, as the case may be, and if a Shareholder still desires to consummate such sale or assignment, the Shareholder shall, thirty (30) days before such sale or assignment, give written notice to the secretary of the Corporation of the Shareholder's intention to assign or sell on a certain date, together with the price and other terms thereof, and the Corporation shall promptly notify the Shareholders of the Corporation of the date, price and terms.

Completely apart from and in addition to the Corporation's right to approve or disapprove any proposed sale or assignment of the sublease, the Corporation is hereby given and granted a first right of refusal to sell or assign, as the case may be, each proprietary lease and to transfer the membership/shareholder certificate which is appurtenant thereto. If the Corporation is desirous of exercising its first right of refusal to sell or assign said proprietary lease and transfer its membership/shareholder certificate on the same terms and conditions as are contained in a bona fide offer, then the Corporation shall notify the Shareholder holding the proprietary lease of the exercise by the Corporation of its election to take an assignment or sale as the case may be, such notice to be in writing and sent by certified mail to said Shareholder within fifteen (15) days of receipt by the Corporation of the Shareholder's notice to the secretary of the Corporation of the Shareholder's intention to assign or sell.

If the Corporation has elected to take an assignment or sale as aforementioned, then, upon notifying the Shareholder holding such proprietary lease and membership/shareholder certificate of its election, the Corporation shall execute a sales agreement or assignment together with the membership/shareholder certificate appurtenant thereto, and shall consummate said sale or assignment on all the terms and conditions as those contained in the offer. In the event the Directors do not exercise their right of first refusal within the fifteen (15) day period, then the Shareholder desiring to sublet or assign may complete the sale or assignment and transfer of appurtenant membership/shareholder certificate within a reasonable time thereafter at the price and terms given in his notice, but at no other price or terms without repeating the procedure outlined above.

In the event the Shareholder sells or assigns without first complying with the terms hereof, the Corporation shall have the right to redeem the assignment or sale from the purchaser, according to the provisions thereof. The Corporation's rights shall be exercised by reimbursing the purchaser for the monies expended, and immediately after such reimbursement the purchaser or transferee shall convey his right, title and interest in and to the sale or assignment of lease and membership/shareholder certificate, as the case may be, to the Corporation. An affidavit of the secretary stating that the Directors approved in all respects on a certain date the sublease or assignment shall be conclusive evidence of such fact, and from the date of approval, as stated in the affidavit, the redemption rights herein afforded the Corporation shall

terminate. An affidavit of the secretary of the Corporation stating that the Directors were given proper notice on a certain date of the proposed sublease or assignment and that thereafter all provisions hereof which constitute conditions precedent to the subsequent sublease or assignment of a unit to particularly named persons does not violate the provisions hereof, shall be conclusive evidence of such facts. Such affidavit shall not be evidence of the fact that the subsequent sale or assignment to such persons was made on the approval, but one hundred twenty (120) days after the date of the notice to the Directors, as stated in the affidavit, the redemption rights herein afforded the Corporation shall be terminated.

D. Death of Shareholder - Memberships and leases maybe held jointly with right of survivorship; however, in the case of the death of a Shareholder holding sole ownership of a membership/shareholder certificate, the surviving spouse, if any, and if no surviving spouse, the other Shareholder or Shareholders of such owner's family residing with the owner at the time of his death, may continue to occupy the unit, provided the continued-occupancy of the unit by such surviving spouse or family Shareholder(s) shall not result in less than 80% of all units in the mobile home Mobile Home Village being occupied by at least one person 55 years of age or older; and if such surviving spouse or other surviving Shareholders of the decedent owner's family shall have succeeded to membership/shareholder of the unit, by gift, bequest or otherwise, the new owner shall be admitted to membership. In the event the decedent shall have conveyed or bequeathed the membership to some designated person or persons other than a surviving spouse or Shareholders of his family, or if some other person is designated by the decedent's legal representative to receive the membership, or if under the laws of descent and distribution in the State of Florida the unit descends, to some person or persons other than a surviving spouse or family Shareholder, the Directors, within thirty (30) days from the date the Corporation is given actual notice in writing of the name of the devisee or descendant, may express their refusal or acceptance of the individual or individuals so designated as a Shareholder. If the Directors consent, membership may be transferred by proper assignment of the proprietary lease and its appurtenant membership/shareholder certificate to the person or persons so designated, who shall thereupon become Shareholders of the Corporation subject to the provisions of this proprietary lease and the Bylaws and Articles of Incorporation. If the Directors shall refuse to consent, then the Corporation shall be given an additional thirty (30) days to exercise its first refusal to have the proprietary lease and membership/shareholder certificate appurtenant thereto transferred to it for its own account upon the same terms and conditions of first refusal as provided for in subsection C above. The purchase price shall be for cash and if the Corporation and the personal representative are unable to agree upon a purchase price within fifteen (15) days from exercise of the Corporation's election to purchase, then the purchase price shall be determined by an appraiser appointed by the Corporation and the personal representative. The expense of appraisal shall be paid equally by the Corporation and the personal representative. In the event the Corporation does not exercise its first refusal right to purchase, then the person or persons named in the notice may take title to the unit by a proper assignment of the decedent's proprietary lease and its appurtenant membership/shareholder certificate; but such transfer shall be subject in all other respects to the provisions of this proprietary lease and the Bylaws and Articles of Incorporation.

E. Leases, subleases and assignments to Assignees other than individual Assignees (natural persons) are expressly prohibited unless written consent therefor is first obtained from the Directors. Directors' consent therefor may be withheld without limitation or explanation. Such consent shall be withheld whenever it is the opinion of the Directors that the granting of such consent may jeopardize availability of I.R.C. Section 216 tax benefits for Shareholders.

F. If the Sublessee or Assignee of a proprietary lease and membership/shareholder certificate appurtenant thereto is a corporation, the Directors' approval may be conditioned upon approval of the corporation's designated occupant of the unit.

G. Disapproval Without Right of First Refusal Requirement. Notwithstanding anything to the contrary contained in this Proprietary Lease, the Corporation may disapprove an application for approval

of a proposed assignment or sale without having to exercise its right of first refusal or to inform the Shareholders of the date, price and terms of the proposed assignment or sublease, if disapproval is based upon one or more of the following grounds:

- (i) the Shareholder is delinquent in the payment of any monetary obligation owed to the Corporation at the time the application is considered;
- (ii) the application on its face indicates that the person(s) seeking approval intends to conduct himself, herself or themselves in a manner inconsistent with this Proprietary Lease, and the Corporation's Articles of Incorporation, Bylaws, and Rules and any resolutions of the Board of Directors (the "Cooperative Documents");
- (iii) the applicant(s) has or have been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;
- (iv) the applicant(s) give(s) false or incomplete information to the Board as part of the application procedure, or the required transfer fees are not paid;
- (v) the Shareholder fails to give proper notice to the Corporation of his or her intention to assign or sell;
- (vi) the applicant(s), during previous occupancy in the Mobile Home Village, has or have violated the Cooperative Documents;
- (vii) the applicant(s) seeking approval has or have a record of financial irresponsibility, including without limitation, prior bankruptcies, foreclosures or bad debts.
- (viii) The proposed transaction will result in the Shareholder violating the prohibition or owning more than two (2) units.

H. Ownership of More than two (2) units is Prohibited. The Association declares that the ownership, in whole, in part, directly or indirectly, of more than two (2) Cooperative units in the Cooperative at the same time by the same person, family, partnership, corporation, trust or other entity violates the private residential, non-transient purposes and character of the Cooperative and is prohibited. No natural person, or artificial entity (including, but not limited to, corporations, limited liability companies, partnerships, or trust(s), or any officer, director, member, general partner, limited partner, beneficiary, trustee, or principal thereof, may hold a legal, equitable or contractual interest in more than two (2) units within the Cooperative at the same time. Nor shall any artificial entity that has officers, directors, shareholders, members, beneficiaries, trustees, etc., in common with any other artificial entity, or individual unit owner hold an interest in more than two (2) units within the Cooperative at the same time. Further, no person who is related to a unit owner (by blood, marriage, or adoption) or who has contractual relationships with another unit owner and who the Board reasonably believes is purchasing the unit for or on behalf of said unit owner that already owns two (2) units, shall be permitted to own a unit, unless the purchaser acquires and actually uses said unit as a bona fide residence. (The intent of the foregoing sentence is to prohibit persons from acting as a "front" or "straw man" in order to allow a person or entity to purchase more than two (2) units.) By way of example if a person owns two units and wishes to purchase a third unit or has an interest, directly or indirectly, in a corporation, trust, partnership or other entity seeking to purchase a unit or has a contractual or familiar relationship with the person or entity that is seeking to purchase a unit, the transaction is prohibited. Any unit owner who owns more than two (2) units as of the

date this provision is recorded in the public records of Collier County, Florida shall be allowed to retain such ownership interest and are "grandfathered" as to those units owned on said date but shall not be allowed to purchase additional units beyond the number presently owned.

I. Restriction on leasing. A Shareholder who owns (2) units may only lease one (1) of the Units at a time.

19. **This Section is intentionally left blank.**

20. **Alterations to the Unit.** The Shareholder shall not, without first obtaining the written consent of the Corporation and all applicable governmental authorities, alter in any way the unit which is leased hereunder, or alter or add to the exterior mobile home presently its attachments or other permanent improvements, including but not limited to, patios, carports, golf cart parking pads, driveways, storage sheds, et., located upon the unit. The Unit owner shall obtain any necessary permits. The Shareholder shall not change the color of the mobile home located on the premises or any of its appurtenances, or substantially alter its outward appearance without first having obtained the approval thereof from the Directors. The Board of Directors may adopt reasonable rules with regard to the maintenance, repair, replacement and/or painting of mobile homes, driveways, accessories and trim or changing the siding and may fine for noncompliance and/or require the alterations to be reversed.

21. **Insurance.** The Corporation shall procure insurance on the common areas. The Corporation shall also obtain casualty insurance on the cooperative property which shall insure against loss as a result of personal injury occurring thereon. The Shareholder shall be responsible for any insurance premium insuring Shareholder's mobile home or its contents and the Shareholder shall be responsible for maintaining the same. Shareholder shall be solely responsible for procuring flood insurance, if available, in such amounts and coverages as Shareholder shall determine.

22. **Construction or Mechanic's Lien.** No Shareholder shall have the right to cause the Corporation's interest in the land to become subject to a construction or mechanic's lien under the laws of Florida and, should a construction or mechanic's lien be filed against the unit, then the Shareholder shall forthwith cause the lien to be discharged by payment, removal to security, or otherwise; and, if the Shareholder shall fail to do so within ten (10) days after notice from the Corporation, then the Corporation may cause the lien to be discharged by payment, without investigation as to the validity thereof or to any offsets or defenses thereto, and shall have the right to collect all amounts paid and all costs and expenses paid or incurred in connection therewith, including reasonable attorney's fees, if any, together with interest thereon from the time or times of payment at the maximum rate allowed by law, collectively referred to as charges", which shall bear interest at the legal rate until paid in full and, if unpaid for thirty days, the Association shall have a cause of action for damages against the Shareholder.

23. **Pledge and/or Leasehold Mortgage of Membership/Shareholder Certificate and Lease.**

A. A pledge and/or leasehold mortgage of this lease and the membership/shareholder certificate to which it is appurtenant shall not be a violation of this lease; but, except as otherwise provided elsewhere herein, neither the pledgee or mortgagee nor any transferee of the pledged security shall be entitled to have the membership/shareholder certificates transferred of record on the books of the Corporation, or to vote such membership/shareholder certificates, or occupy or permit the occupancy by others of the unit, or sell such membership/shareholder certificates or this lease, without first obtaining the consent of the Corporation in accordance with and after complying with all of the provisions of this lease. The acceptance by the Corporation of payments by the pledgee or any transferee of the pledged security on account of rent, common expenses, or assessments shall not constitute a waiver of the aforesaid provisions.

B. Secured Party - Notwithstanding the provisions of subsection A of this Paragraph 23 or any other provisions of this lease to the contrary, the following provisions of this paragraph shall govern and be binding:

(i) The Corporation agrees that it shall give to any holder of a security interest in the membership/shareholder certificate of the Corporation specified in the recitals of this lease or pledgee or mortgagee of this lease who so requests (any such holder being hereinafter referred to as a "secured party") a copy of any notice of default which the Corporation gives to the Shareholder pursuant to the terms of this lease, and if Shareholder shall fail to cure the default specified in such notice within the time and in the manner provided for in this lease, then the secured party shall have an additional period of time, equal to the time originally given to Shareholder, to cure said default for the account of the Shareholder or to cause same to be cured, and the Corporation will not act upon said default or cause same to be cured as aforesaid, until such additional period of time shall have elapsed and the default shall not have been cured.

(ii) If this lease is terminated by the Corporation as provided in Paragraph 31 of this lease, or by agreement with Shareholder, then: (1) the Corporation shall give notice of such termination to the secured party and (2) upon request of the secured party made within thirty (30) days of the giving of such notice to the Corporation, the Corporation (i) shall commence and prosecute a summary dispossession proceeding to obtain possession of the unit, all at the expense of the secured party, and (ii) upon securing possession, shall be privileged to pay to secured party the full amount of its lien on the membership/shareholder certificate in exchange for a release or satisfaction of said lien, or shall reissue the membership/shareholder certificate to, and shall enter into a new proprietary lease for the unit with, the secured party or any individual designated by the secured party, all without the consent of the Directors. The holder of such certificate shall be a Shareholder of the Corporation and shall thereafter be liable to the share of rent, common expenses or assessments by the Corporation pertaining to such unit and be obligated to perform all of the Shareholder's covenants under this lease.

(iii) As to the priority between the lien of a secured party and the lien for rental or assessment, whether a regular or special assessment, the lien for rent or assessment shall be subordinate and inferior to institutional secured party regardless of when said rent or assessment was due, but not to any other secured party. The Corporation shall maintain a register of secured parties and said register shall designate whether said secured party is an institutional secured party or a non-institutional secured party. If the owner of an institutional security agreement-leasehold mortgage or any other purchaser or purchasers of a unit obtains title of the unit (proprietary lease and its appurtenant membership/shareholder certificate) as a result of the foreclosure of an institutional security agreement-leasehold mortgage, or by voluntary conveyance in lieu of such foreclosure, such acquirer of title, his successors and assigns, shall not be liable for their share of rent, common expenses or assessments by the Corporation pertaining to such unit or chargeable to the former owner of such unit which became due prior to acquisition of title as a result of the foreclosure or voluntary conveyance in lieu of said foreclosure. Such unpaid share of rent, common expenses or assessments shall be deemed to be common expenses collectible from all of the Shareholders-owners of the units in the Cooperative including such acquirer, his successors and assigns. It is understood that such acquirer shall be liable for his share of rent, common expenses or assessments attributable to his unit from the date of acquisition of said unit (proprietary lease and appurtenant membership/shareholder certificate for said unit). In the event of a foreclosure or a

voluntary conveyance in lieu of foreclosure pertaining to a noninstitutional security agreement leasehold mortgage, then such acquirer of title, his successors and assigns shall pay to the Corporation on behalf of the Shareholder of the proprietary lease, all rents and additional rents, common expense or maintenance charges and other sums owed by the Shareholder to the Corporation under this lease for the period ending on the date of reissuance of the aforementioned membership/shareholder certificate of the Corporation including, without limitation, all sums owed under this lease.

(iv) If the purchase by the Shareholder of the membership/shareholder certificate allocated to the unit was financed by an institutional security agreement-leasehold mortgage, and a default or an event of default shall have occurred under the terms of the security agreement-leasehold mortgage or either of them entered into between the Shareholder and the institutional secured party, notice of said default or event of default shall be given to the Corporation; Corporation shall have the option to pay the secured party the full amount of its lien on the membership/shareholder certificate or shall reissue the membership/shareholder certificate and enter into a new proprietary lease as directed by the secured party without further consent of the Directors. The holder of such certificate shall thereafter be liable for the share of rent, common expenses or assessments by the Corporation pertaining to such unit.

(v) If the purchase by the Shareholder of the membership/shareholder certificate allocated to the unit was financed by a noninstitutional security agreement-leasehold mortgage and a default or event of default shall have occurred under the terms of the security agreement-leasehold mortgage or either of them entered between the Shareholder and the noninstitutional secured party, notice of said default or event of default shall be given to the Corporation. Thereupon, the Corporation shall have the option to pay the secured party the full amount of its lien on the membership/shareholder certificate or reissue the membership/shareholder certificate and enter into a new proprietary lease as directed by the secured party without further consent of the Directors. The holder of such certificate shall thereafter be liable for the share of rent, common expenses or assessments by the Corporation pertaining to such unit.

(vi) Without the prior written consent of any secured party who has requested a copy of any notice of default as hereinbefore provided in subparagraph A of this Paragraph 23: (a) the Corporation and the Shareholder will not enter into any agreement modifying or canceling this lease, (b) no amendment to the form, terms or conditions of this lease, shall eliminate or modify any rights, privileges or obligations of a secured party as set forth in this Paragraph 23, (c) the Corporation will not terminate or accept a surrender of this lease, except as provided in Paragraph 31 of this lease and in subparagraph B of this Paragraph 23, (d) the Shareholder will not assign this lease or sublet the unit, (e) any modification, cancellation, surrender, termination or assignment of this lease or any sublease of the unit not made in accordance with the provisions hereof shall be void and of no effect, (f) the Corporation will not consent to any further pledge or mortgage of this lease or security interest created in the membership/shareholder certificate, and (g) any such further pledge or mortgage or security interest shall be void and of no effect.

(vii) A secured party claiming or exercising any of the rights and privileges granted it pursuant to the provisions of this subparagraph B shall be deemed to have agreed to indemnify Corporation for all loss, liability, or expense (including reasonable attorneys' fees) arising out of claims by Shareholder, or his successors or assigns, against Corporation or the secured party, or their respective successors or assigns, for acts or omissions to act on the part of either Corporation or secured party, or their respective successors or assigns,

pursuant to this subsection B. The Corporation will give the secured party written notice with reasonable promptness of any such claim against Corporation, and the secured party may contest such claim in the name and on behalf of Corporation with counsel selected by the secured party at the secured party's sole expense. Corporation shall execute such papers and do such things as are reasonably necessary to implement the provisions of this subpart (vi).

(viii) Upon Shareholder's final payment under the loan given by the secured party or upon prepayment of said loan, secured party will give Corporation notice of such final payment or prepayment.

24. **Corporation's Right to Remedy Shareholder's Defaults.** If the Shareholder shall fail, for thirty (30) days after notice, to make repairs or perform maintenance to the dwelling, landscaping or mechanical, electrical, or plumbing elements of a Unit, its fixtures or equipment, necessary to prevent damage to any Unit, or if a Shareholder or any person in the dwelling shall request the Corporation, its agents or servants, to perform any act not hereby required to be performed by the Corporation, the Corporation may make such repairs, or arrange for others to do the same, or remove such objectionable condition or equipment, or perform such act, without liability on the Corporation; provided that, if the condition requires prompt action, notice of less than thirty (30) days may be given or, in case of emergency, no notice need be given. In all such cases the Corporation, its agents, servants and contractors, shall, as between the Corporation and the Shareholder be conclusively deemed to be acting as agents of the Shareholder and all contracts therefore made by the Corporation shall be so construed whether or not made in the name of the Shareholder. If the Shareholder shall fail to perform or comply with any of the covenants or provisions of this Agreement within the time required by a notice from the Corporation (not less than 5 days except in the case of an emergency), then the Corporation may, but shall not be obligated to comply therewith, and for such purpose enter the Unit. The Corporation shall be entitled to charge the Shareholder all expenses incurred or for which it has contracted hereunder, which charges shall, until paid in full, be a non-statutory common law lien against Shareholder's Unit. Said lien may be foreclosed in the same manner as a mortgage on real property, shall bear Interest at the highest lawful rate, and shall carry with it costs and attorney's fees, including appeals, incurred by collection.

25. **Surrender on Expiration of Term.** On the expiration or termination of this lease, the Shareholder shall surrender to the Corporation possession of the unit with all additions and improvements. Any personal property not removed by the Shareholder on or before such expiration or termination of this lease shall, at the option of the Corporation, be deemed abandoned and shall become property of the Corporation and may be disposed of by the Corporation without liability or accountability to the Shareholder. Any personal property not removed by the Shareholder at or prior to the termination of this lease may be removed by the Corporation to any place of storage-and stored for the account of the Shareholder without the Corporation in any way being liable for trespass, conversion or negligence by reason of any acts of the Corporation or of the Corporation's agents, or of any carrier employed in transporting such property to the place of storage, or by reason of the negligence of any person in caring for such property while in storage.

26. **Cooperation.** The Shareholder shall always in good faith endeavor to observe and promote the cooperative purposes for the accomplishment of which the Corporation is incorporated.

27. **Waiver.** The failure of the Corporation to insist, in any one or more instances, upon a strict performance of any of the provisions of this lease, or to exercise any right or option herein contained, or to serve any notice, or to institute any action or proceeding, shall not be construed as a waiver or a relinquishment for the future of any such provisions, options or rights, but such provisions, options or rights shall continue and remain in full force and effect. The receipt by the Corporation of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the

Corporation of any provision hereof shall be deemed to have been made unless in a writing, expressly approved by the Directors.

28. **Notices.** Any notice by or demand from either party to the other shall be duly given only if in writing and sent by certified or registered mail, return receipt requested: if by the Shareholder, addressed to the Corporation at the Mobile Home Village with a copy sent by regular mail to the Corporation's managing agent; if to the Shareholder, addressed to the Shareholder's unit or other mailing address reflected in the corporation's records. Either party may by notice served in accordance herewith designate a different address for service of such notice or demand. Notices or demands shall be deemed given on the date when mailed, except notices of change of address shall be deemed served when received.

29. **Reimbursement of Corporation's Expenses.** If the Shareholder shall at anytime be in default hereunder and the Corporation shall incur any expense (whether paid or not) in-performing acts which the Shareholder is required to perform or in instituting any action or proceeding based on such default or defending, or asserting a counterclaim in, any action or proceeding brought by the Shareholder, the expense thereof to the Corporation, including reasonable attorneys' fees and disbursements (appellate fees and costs, if any) shall be charged to the Shareholder by the Corporation, which charges shall bear interest at the legal rate until paid in full and, if unpaid for thirty days, the Corporation shall have a cause of action for damages against the Shareholder.

30. **Corporation's Immunities.**

A. The Corporation shall not be liable nor shall there be an abatement of rent, maintenance or other compensation or claim, except by reason of Corporation's negligence, for any failure or insufficiency of water supply, sewerage collection electric current, gas, telephone or other service to be supplied by the Corporation hereunder or for interference with light, air, view or other interest of the Shareholder or the subsidence or erosion of the unit. No abatement of rent or other compensation or claim of eviction shall be made or allowed because of the making or failure to make or delay in making any repairs or alterations to the common facilities or any fixtures or appurtenances therein or for space taken to comply with any law, ordinance or governmental regulation or for interruption or curtailment of any service.

B. **Automobiles and Other Property** - The Corporation shall not be responsible for any damage to any automobile or other vehicle left in the care of any employee of the Corporation by the Shareholder, and the Shareholder hereby agrees to hold the Corporation harmless from any liability arising from any injury to person or property caused by or with such automobile or other vehicle while in the care of such employee. The Corporation shall not be responsible for any property left with or entrusted to any employee of the Corporation, or for the loss of or damage to any property within or without the unit by theft or otherwise

31. **Termination of Lease by Corporation.** If upon, or at any time after, the happening of any of the events mentioned in subsections A through G inclusive of this Paragraph 31, the Corporation shall give to the Shareholder a notice stating that the term hereof will expire on a date at least five (5) days thereafter, the term of this lease shall expire on the date so fixed in such notice as fully and completely as if it were the date herein definitely fixed for the expiration of the term, and all right, title and interest of the Shareholder hereunder shall thereupon wholly cease and expire, and the Shareholder shall thereupon quit and surrender the unit to the Corporation, it being the intention of the parties to create hereby a conditional limitation, and thereupon the Corporation shall have the right to reenter the unit and to remove all persons and personal property therefrom, either by summary dispossession proceedings or by any suitable action or proceeding at law or in equity, and to repossess the unit in its former state as if this lease had not been made, and no liability whatsoever shall attach to the Corporation by reason of the exercise of the right of reentry, repossession and removal herein granted and reserved:

A. If the Shareholder shall cease to be the owner of the membership/shareholder certificate to which this lease is appurtenant, or if this lease shall pass or be assigned to anyone who is not then the owner of said membership/shareholder certificate;

B. If at any time during the term of this lease: (i) the then holder hereof shall be adjudicated a bankrupt under the laws of the United States; or (ii) a receiver of all of the property of such holder of this lease shall be appointed under any provision of the laws of the State of Florida or under any statute of the United States or any statute of any state of the United States and the order appointing such receiver shall not be vacated within thirty (30) days; or (iii) such holder shall make a general assignment for the benefit of creditors; or (iv) the membership/shareholder certificate owned by such holder to which this lease is appurtenant shall be duly levied upon under the process of any court whatever unless such levy shall be discharged within thirty (30) days; or (v) this lease or the membership/shareholder certificate to which it is appurtenant shall pass by operation of law or otherwise to anyone other than the Shareholder herein named or a person to whom such Shareholder has assigned this lease in the manner herein permitted, but this subsection (v) shall not be applicable if this lease shall devolve upon the personal representatives of the Shareholder and provided that, within eight (8) months (which period may be extended by the Directors) after the death, said lease and membership/shareholder certificate shall have been transferred to any Assignee in accordance hereof; or (vi) this lease or the membership/shareholder certificate to which it is appurtenant shall pass to anyone other than the Shareholder herein named by reason of a default by the Shareholder under a pledge or security agreement or a leasehold mortgage made by the Shareholder;

C. If there be an assignment of this lease, or any subletting hereunder, without full compliance with the requirements in this lease or if any person not authorized by this lease shall be permitted to use or occupy the unit and the Shareholder shall fail to cause such unauthorized person to vacate the unit within ten (10) days after written notice from the Corporation;

D. If the Shareholder shall be in default for a period of three months in the payment of rent, sums, charges, common expenses or assessments or of any installment thereof and shall fail to cure such default within ten (10) days after written notice from the Corporation;

E. If the Shareholder shall be in default in the performance of any covenant or provision hereof, other than the covenant to pay rent, and such default shall continue for thirty (30) days after written notice from the Corporation; provided, however, that, if said default consists of the failure to perform any act, the performance of which requires any substantial period of time, then, if within said period of thirty (30) days such performance is commenced and thereafter diligently prosecuted to conclusion without delay and interruption, the Shareholder shall be deemed to have cured said default;

F. If at any time the Corporation shall determine, upon the affirmative vote of seventy-five percent (75%) of its then Board of Directors, at a meeting duly called for that purpose, that, because of objectionable conduct on the part of the Shareholder or of a person dwelling or visiting in the unit, repeated after written notice from Corporation, the tenancy of the Shareholder is undesirable; it being understood, without limiting the generality of the foregoing, that to repeatedly violate or disregard the Rules attached to the Bylaws or hereafter established in accordance with the provisions of this lease or by the Bylaws or to permit or tolerate a person of dissolute, loose or immoral character to enter or remain in the unit, shall be deemed to be objectionable conduct;

G. If the Shareholder shall default in the payment or performance of any of Shareholder's obligations under any pledge or leasehold mortgage or other security agreement (the "security agreement") given a secured party (who has complied with the provisions of said

subsection B of Paragraph 16) and written notice of such default is given to Corporation by the secured party or its counsel;

H. If at any time the Corporation shall determine to terminate all proprietary leases upon: (i) the affirmative vote of two-thirds (2/3) of its then Board of Directors at a meeting of such Directors duly called for the purpose, and (ii) the affirmative vote of the record holders of at least eighty percent (80%) of its then Membership/Shareholder Certificates at a meeting duly called for that purpose;

I. If the common facilities shall be destroyed or damaged and the Corporation shall decide not to repair or rebuild upon: (i) the affirmative vote of two-thirds (2/3) of its then Board of Directors at a meeting of such Directors duly called for the purpose, and (ii) the affirmative vote of the Shareholders of at least seventy-five percent (75%) of its then Membership/Shareholder Certificates at a meeting duly called for the purpose, then all proprietary leases shall be terminated.

32. **Corporation's Rights After Shareholder's Default.**

A. In the event the Corporation resumes possession of the unit, either by summary proceedings, action of ejectment or otherwise, because of default by the Shareholder in the payment of any rent, sums, charges, common expenses or assessments due hereunder, or on the expiration of the term pursuant to a notice given as provided in Paragraph 31 hereof upon the happening of any event specified in subsections A to G inclusive of Paragraph 31, Shareholder shall continue to remain liable for payment of a sum equal to the sums which would have become due hereunder and shall pay the same in installments at the time such sums would be due hereunder. No suit brought to recover any installments of rent, sums, charges, common expenses or assessments shall prejudice the right of the Corporation to recover any subsequent installment. After resuming possession, the Corporation may, at its option, from time to time: (i) relet the unit for its own account, or (ii) relet the unit as the agent of the Shareholder, in the name of the Shareholder or in its own name, for a term which may be less than or greater than the period which would otherwise have constituted the balance of the term of this lease, and may grant concessions or free rent, in its discretion. Any reletting of the unit shall be deemed for the account of the Shareholder, unless within ten (10) days after such reletting the Corporation shall notify the Shareholder that the premises have been relet for the Corporation's own account. The fact that the Corporation may have relet the unit as agent for the Shareholder shall not prevent the Corporation from thereafter notifying the Shareholder that it proposes to relet the unit for its own account. If the Corporation relets the unit as agent for the Shareholder, it shall, after reimbursing itself for its expenses in connection therewith, including leasing commissions and a reasonable amount for attorneys' fees and expenses, and repairs in and to the unit, apply the remaining avails of such reletting against the Shareholder's continuing obligations hereunder.

There shall be a final accounting between the Corporation and the Shareholder upon the earliest of the four following dates: (i) the date of expiration of the term of this lease as stated on Page 1 hereof; (ii) the date as of which a new proprietary lease covering the unit shall have become effective; (iii) the date the Corporation gives written notice to the Shareholder that it has relet the unit for its own account; (iv) the date upon which all proprietary leases of the Corporation terminate. From and after the date upon which the Corporation becomes obligated to account to the Shareholder, as above provided, the Corporation shall have no further duty to account to the Shareholder for any avails of reletting and the Shareholder shall have no further liability for sums thereafter accruing hereunder, but such termination of the Shareholder's liability shall not affect any liabilities theretofore accrued.

B. If the Shareholder shall at any time sublet the unit and shall default in the payment of any sum due hereunder, the Corporation may, at its option, so long as such default shall continue, demand and receive from the subtenant the sums due or becoming due from such subtenant to the Shareholder, and apply the amount to pay sums due or to become due from the Shareholder to the Corporation. Any payment by a subtenant to the Corporation shall constitute a discharge of the obligation of such subtenant to the Shareholder, to the extent of the amount so paid. The acceptance of rent from any subtenant to the Shareholder shall not be deemed a consent to or approval of any subletting or assignment by the Shareholder or a release or discharge of any of the obligations of the Shareholder hereunder.

C. Upon the termination of this lease under the provisions of subsections A to G inclusive of Paragraph 31, the Shareholder shall surrender to the Corporation the membership/shareholder certificate of the Corporation owned by the Shareholder to which this lease is appurtenant. Whether or not said certificate is surrendered, the Corporation may reissue a new proprietary lease for the unit and issue a new certificate for the membership/shareholder certificate of the Corporation owned by the Shareholder and allocated to the unit when a purchaser therefor is obtained, provided that the issuance of such membership/shareholder certificate and such lease to such purchaser is authorized by a resolution of the Directors, or by a writing signed by a majority of the membership/shareholder certificates of the Corporation accompanying proprietary leases then in force. Upon such issuance the certificate owned or held by the Shareholder shall be automatically canceled and rendered null and void. The Corporation shall apply the proceeds received for the issuance of such membership/shareholder certificate first, towards the payment of Shareholder's indebtedness hereunder [including interest, attorneys' fees (including appellate fees and costs, if any), and other expenses incurred by the Corporation]; second, if said termination shall result pursuant to subsection G of Paragraph 31 by reason of a default under the security agreement towards the payment of Shareholder's indebtedness under the security agreement (including costs, expenses and charges payable by Shareholder thereunder); and third, if the proceeds, are sufficient to pay the same, the Corporation shall pay over any surplus to the Shareholder, but, if insufficient, the Shareholder shall remain liable for the balance of the indebtedness due hereunder or (if applicable) under said security agreement. Upon issuance of any such new proprietary lease and certificate, the Shareholder's liability hereunder shall abate and the Shareholder shall only be liable for rent and expenses accrued to that time. The Corporation shall not, however, be obligated to sell such membership/shareholder certificate and appurtenant lease or otherwise make any attempt to mitigate damages.

33. **Waiver of Right of Redemption.** The Shareholder hereby expressly waives any and all right of redemption in case the Shareholder shall be dispossessed by judgment or writ of any court or judge. The words "enter", "reenter" and "reentry" as used in this lease are not restricted to their technical legal meaning.

34. **Surrender of Possession** Upon the termination of this lease under the provisions of subsections A to G inclusive of Paragraph 31, the Shareholder shall remain liable as provided in Paragraph 31 of this lease. Upon the termination of this lease under any other of its provisions, the Shareholder shall be and remain liable to pay all rent, additional rent and other charges due or accrued and to perform all covenants and agreements of the Shareholder up to the date of such termination. On or before any such termination the Shareholder shall vacate the unit and surrender possession thereof to the Corporation or its assigns and, upon demand of the Corporation or its assigns, shall execute, acknowledge and deliver to the Corporation or its assigns any instrument which may reasonably be required to evidence the surrendering of all estate and interest of the Shareholder in the unit.

35. **Continuation of Cooperative Management of the Mobile Home Village After All Leases Terminated.** No later than thirty (30) days after the termination of all proprietary leases, whether by expiration of their terms or otherwise, a special meeting of the Shareholders of the Corporation shall take place to determine whether: (a) to continue to operate the Mobile Home Village, (b) to alter, demolish or

rebuild the common facilities or any part thereof, or (c) to sell the Mobile Home Village and liquidate the assets of the Corporation. The Directors shall carry out the determination made at said meeting of the Shareholders of the Corporation, and all of the holders of membership/shareholder certificates of the Corporation shall have such rights as inure to shareholders of corporations having title to real estate. Each Shareholder shall own his equity interest in the Corporation equal to his percentage of ownership of equity interest and percentage of sharing of common expenses as set out in the Bylaws of the Corporation.

36. **Unsold Membership/Shareholder Certificates.** The term "unsold membership/shareholder certificates" means and has exclusive reference to the membership/shareholder certificates of the Corporation which are unsold which shall retain their character as such until such membership/shareholder certificates become the property of a purchaser for bona fide occupancy (by himself or a member of his family) of the unit to which such membership/shareholder certificate is allocated.

37. **Foreclosure - Receiver of Rents and Maintenance.** Notwithstanding anything contained in this lease, if any action shall be instituted to foreclose any mortgage on the Mobile Home Village, the Shareholder shall, on demand, pay to the receiver of the rents and maintenance appointed in such action rent and maintenance, if any, owing hereunder on the date of such on and shall pay thereafter to such receiver in advance, on the first day of each month during the pendency of such action, the rent and maintenance for the unit as last determined and established by the Directors prior to the commencement of said action, and such sums shall be paid during the period of such receivership, whether or not the Directors shall have determined and established the sums payable hereunder for any part of the period during which such receivership may continue. The provisions of this paragraph are intended for the benefit of present and future mortgagees of the land or the common facilities and may not be modified or annulled without the prior written consent of any such mortgage holder.

38. **To Whom Covenants Apply.** The references herein to the Corporation shall be deemed to include its successors and assigns, and the references herein to the Shareholder of the Corporation shall be deemed to include the personal representatives, legatees, distributees and assigns of the Shareholder; and the covenants herein contained shall apply to, bind and inure to the benefit of the Corporation and its successors and assigns, and the Shareholder and the personal representatives, legatees, distributees, successors and assigns of the Shareholder, except as hereinabove stated.

39. **Corporation's Additional Remedies.** In the event of a breach or threatened breach by Shareholder of any provision hereof, the Corporation shall have the right of injunction and the right to invoke any remedy at law or in equity, as if reentry, summary proceedings and other remedies were not herein provided for, and the election of one or more remedies shall not preclude the Corporation from any other remedy. All remedies of the Corporation are cumulative to each other and any other remedies given by law.

40. **Shareholder More Than One Person.** If more than one person is named as Shareholder hereunder, the Corporation may require the signatures of all such persons in connection with any notice to be given or action to be taken by the Shareholder hereunder, including, without limiting the generality of the foregoing, the surrender or assignment of this lease or any request for consent to assignment or subletting. Each person named as Shareholder shall be jointly and severally liable for all of the Shareholder's obligations hereunder. Any notice by the Corporation to any person named as Shareholder shall be sufficient and shall have the same force and effect, as though given to all persons named as Shareholder.

41. **Effect of Partial Invalidity.** If any clause or provision herein contained shall be adjudged invalid, the same shall not affect the validity of any other clause or provision of this lease or constitute any cause of action in favor of either party as against the other.

42. **Notice to Corporation of Default.** The Shareholder may not institute an action or proceeding against the Corporation or defend or make a counterclaim in any action by the Corporation related to the Shareholder's failure to pay rent, if such action, defense or counterclaim is based upon the Corporation's failure to comply with its obligations under this lease or any law, ordinance or governmental regulation unless such failure shall have continued for thirty (30) days after Shareholder has given written notice thereof to the Corporation.

43. **Unity of Membership/Shareholder Certificate and Lease.** The membership/shareholder certificate of the Corporation held by the Shareholder and allocated to the unit has been acquired and is owned subject to the following conditions agreed upon with the Corporation and with each of the other proprietary Shareholders for their mutual benefit:

A. The membership/shareholder certificate represented by each certificate is transferable only as an entirety and only in connection with a simultaneous transfer of this lease, as may be amended.

B. The membership/shareholder certificate shall not be sold except to the Corporation or to an Assignee of this lease after compliance with all the provisions of Paragraph 16 of this lease relating to assignments.

44. **Unit Boundaries.** The boundaries of each unit in the Mobile Home Village leased by the Corporation shall be as follows:

A. Boundaries abutting streets and driveways in the Mobile Home Village shall be the edge of the street or driveway as shown on the plot plan, "Exhibit B.

B. Boundaries between units on the side and to the rear shall be the boundaries currently maintained on the date of recording of this proprietary lease.

C. Boundaries not covered under either A or B of this paragraph shall be the boundaries currently observed on the date of the recording of the proprietary lease.

D. Should any dispute arise over the location of any boundary of a unit, the Directors shall determine such boundary by a majority vote of a quorum of the Directors, which determination shall be final.

E. Common Ground property lies within the Unit boundaries. As stated above, the Corporation, as owner of the common grounds, has the right to control the common grounds, including without limitation, the right to decide what type of plant materials may be utilized and what may/may not be kept or located on said property. The Shareholder has the right to place a mobile home and other improvements on the unit as provided in this master lease and other controlling documents of the Corporation.

45. **Payment of Taxes and Other Costs by the Corporation.** To the limit of its resources and out of funds provided by Shareholders of the Corporation, the Corporation shall:

A. Pay all taxes and assessments that may be levied against the property of Corporation, except that, if taxes and assessments are assessed and billed to separate units, then the Shareholder of the unit shall pay same;

- B. Pay the premium on all necessary insurance required to be carried by the Corporation under this lease;
- C. Pay all necessary expenses incurred for operation and maintenance of the Corporation property.
- D. Pay any required mortgage payments to the mortgagee holding the blanket mortgage on the Corporation's property.

46. **Non-Applicability of Florida Statutes Chapter 83 to Agreement.** The provisions of Florida Statutes, Chapter 83, relating to interest on rental deposits to be paid to tenants by a corporation, shall not apply in the case of this Agreement.

47. **Interest Rate in the Event of Default of Shareholder.** Any payment required under this lease that the Shareholder fails to make bears interest at the highest rate allowed by law from the due date until paid.

48. **Amendment of this Lease.** This proprietary lease may be amended by the approval of a resolution adopting such amendment by at least a majority of the voting interests who are present and voting, in person or by proxy, at any annual or special meeting. Amendments may be proposed by either the Board of Directors or by not less than fifty percent (50%) of the Shareholders of the Corporation.

Notice of the intention to propose an amendment together with the text of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. Shareholders not present at the meeting considering the amendment may appoint a Shareholder to act as proxy for the purpose of voting at any such meeting.

No amendment shall change the configuration or size of any unit in any material fashion, materially alter or modify the appurtenances to such unit, or change the proportion or percentage by which a Shareholder shares the common expenses and the common surplus unless the Shareholder and all lienors of record on the affected unit shall join in the execution of the amendment.

No amendment shall be effective which shall impair or prejudice the rights or priorities of the Mortgagee holding the blanket mortgage on the Cooperative Property unless the written consent of such mortgagee is obtained prior to the recording thereof.

No amendment shall be effective which shall impair or prejudice the rights or priorities of any mortgages or security interests or change the provisions of this proprietary lease with respect to institutional mortgagees without the written approval of all institutional mortgagees of record.

An amendment to this proprietary lease will be binding upon and inure to the benefit of all Shareholders and will become effective when recorded in the public records of Collier County, Florida.

49. **Articles of Incorporation. Bylaws. Rules and Regulations.** This lease is subject to, and Corporation and Shareholder shall abide by the provisions of, the Articles of Incorporation, the Bylaws and the Rules and Regulations of the Corporation. These Articles of Incorporation, Bylaws and Rules and Regulations, and any amendments made to them in the future, are made a part of this lease by reference. Shareholder acknowledges that he has been provided with a copy of the Amended and Restated Articles of Incorporation, the Bylaws and the present Rules and Regulations of the Corporation and that he has read them and understands their contents.

50. **Indemnity.** Shareholder shall indemnify the Corporation and hold it harmless from any claims or demands arising from:

- A. Shareholder's use or possession of the property and the conduct of Shareholder on the property and anything done or permitted by Shareholder in or about the property, or any of them;
- B. Any default of Shareholder under this lease;
- C. The negligence of Shareholder and his agents, contractors or employees, or any of them;
- D. Any damage to the property of Shareholder or others or injury to any person on or about the property from any cause.
- E. Any legal or administrative proceeding in which Corporation is made a party without its fault and due to default of Shareholder;
- F. All costs, attorneys' fees and expenses (including appellate fees) incurred by Corporation in connection with matters indemnified against. Shareholder shall defend any legal action or proceeding resulting from, a claim, or demand indemnified against, at his expense, by attorneys satisfactory to Corporation on receipt of written notice from Corporation to do so.

51. **Changes to be in Writing.** The provisions of this lease cannot be changed orally.