

Exhibit C

Master Occupancy Agreement

PROPOSED AMENDED AND RESTATED

MASTER OCCUPANCY AGREEMENT

OF

GARDEN COVE, A COOPERATIVE

**SUBSTANTIAL REWORDING OF MASTER OCCUPANCY AGREEMENT – SEE
CURRENT MASTER OCCUPANCY AGREEMENT FOR CURRENT TEXT**

This MASTER OCCUPANCY AGREEMENT (Master Form Proprietary Lease, referred to in this document as the “Agreement”), was originally created in 1988 by GARDEN COVE RESIDENCE ASSOCIATION, INC., a Florida For Profit Corporation, (referred to in this document as the “Association”) in connection with the acquisition of Garden Cove, a rental Mobile Home Park, and its conversion to a “Resident-Owned Park”, structured as a Mobile Home Cooperative, operated pursuant to Chapter 719, Florida Statutes. The Association believes to have existed, but no longer has any record of, the execution of an Agreement between each original Purchaser (Unit Owner) and the Association. The original Agreement was appended as an exhibit to the Prospectus filed with the Division of Condominiums, Timeshares and Mobile Homes (“the Division”), but was never recorded in the Public Records of Lee County, Florida. The Association has issued to original Unit Owners, and their successors, a “Memorandum of Occupancy Agreement” in the form attached as Exhibit “C-1” to this Agreement as evidence of Unit ownership, as well as shares (“Share” or “Certificate”) in the Cooperative Corporation (“The Association”) in the form shown in Exhibit “E” hereto (Specimen). Evidence of transfer of Cooperative Parcels (the Cooperative Unit and its appurtenances) is also evidenced by an Assignment of Occupancy Agreement, a copy of which is attached as Exhibit “I” to the Cooperative Documents.

WHEREAS, the Association is a Florida For Profit Corporation governing the affairs of GARDEN COVE, A COOPERATIVE, (the “Cooperative” or “Park”); and

WHEREAS, the Association is the owner of the land located in the State of Florida, County of Lee, commonly known as GARDEN COVE PARK, located at 12081 Iona Road, Ft. Myers, Florida 33908, (the “Cooperative Property” or “Park”), which is described in the Boundary Survey, which is attached as Exhibit "F" hereto, the Deed, which is attached as Exhibit “G” hereto and generally described in the Plot Plan as Exhibit “H” hereto; and

WHEREAS, the Unit Owners and the Association by proper amendment, have amended the Agreement and hereby restate it in its entirety; and

NOW, THEREFORE, in consideration of the premises, the parties agree:

ARTICLE 1

PREMISES & AGREEMENT TERM

By this Agreement as evidenced by a Memorandum of Occupancy Agreement, and without execution of this Agreement itself, and subject to its terms and conditions, the Association has granted to the Unit Owner, and the Unit Owner has accepted from the Association a Unit in GARDEN COVE, A COOPERATIVE, as described in the Unit Owner's Certificate and as described in the Memorandum of Occupancy Agreement by reference to the Plot Plan. This Agreement runs for a term of years retroactive to May 1, 1988 (the date of creation of the Cooperative) to December 31, 2087, (unless sooner terminated as provided in this Agreement). As used in this Agreement, "Unit" means the designated plot of land shown on the Plot Plan attached hereto as Exhibit "H", together with one (1) share of stock in the Association, and such other appurtenances and fixtures as are allocated exclusively to the Owner of the Unit.

ARTICLE 2

INSPECTION AND ACCEPTANCE OF UNITS AND COMMON AREAS

Every cooperative Unit Owner, by acceptance of title and all future Unit Owners have inspected the Unit and Common Areas and have or will accept it in its present condition on the date of ownership.

ARTICLE 3

USE OF PREMISES

The Unit Owner shall not occupy or use the Unit or permit the Unit or any part of the Unit to be occupied or used for any purpose other than as a private home dwelling for one or two adults, at least one of whom is fifty-five (55) years of age or older, who are members of the same Family as described in the Bylaws. It is the intent of the Association to adhere to a policy that demonstrates an intent to provide housing for persons who are 55 or older. In no event shall more than two adults, one of whom is at least fifty-five (55) years of age, permanently occupy the Unit, unless approved by the Board of Directors (the "Board"), after advice by legal counsel, to comply with applicable laws. However, the Unit may be occupied from time to time by qualifying Guests of the Unit Owner as long as such occupancy is not violative of applicable zoning laws, building codes or other rules and regulations of governmental authorities having jurisdiction over the Association or the Rules and Regulations of the Cooperative. Occupancy by Guests of the Unit Owner shall be for a period of time not exceeding 15 consecutive days and 30 days total per year, unless a longer period is approved in writing by the Board. However, no Guests may occupy the Unit unless one or more of the permitted Unit Owners are then in occupancy or unless consented to in writing by the Board. Unit Owners and their Guests shall not engage in any business or commercial enterprise or activity of any kind within or upon the Cooperative Property.

In accordance with the Fair Housing Amendments Act of 1988 as amended by the Housing for Older Persons Act of 1995, and as provided in parallel state or local ordinances, all as amended from time to time, at least one person fifty-five (55) years of age or older must occupy or reside

in a Unit, as the permanent occupant(s) of said Unit. The Board of Directors shall have the authority to establish additional regulations, if necessary, to define “permanent occupancy.” It is the intention of this provision that the individuals who customarily reside in the Unit as their primary or seasonal residence will be age fifty-five (55) or over and that such persons be in simultaneous residence while persons under age 55 are occupying the Unit as Guests. Visitors under the age of fifty-five (55), including children under age eighteen (18) shall be allowed to visit a Unit on a temporary basis, not to exceed fifteen (15) consecutive days or more than thirty (30) days cumulative in any calendar year for each such visitor, and subject to the visitor regulations provided elsewhere in this Agreement or the Rules and Regulations. The Board of Directors may establish additional policies and procedures for the purpose of ensuring that the required percentages of occupancy by older persons are maintained at all times. The Board of Directors shall have the sole and absolute authority to deny occupancy or visitation of a Unit by any person(s) whose occupancy or visit would violate this provision. All references to “Unit Owner” include tenants when a Unit is rented.

ARTICLE 4

USE OF COMMON AREAS

The Unit Owners shall have the right of joint use and enjoyment in common with other Unit Owners of the Common Areas and the Cooperative Property except as it may be limited or restricted by this Agreement or by the Rules and Regulations and Bylaws of the Association. Unit Owner’s use of Common Areas and Property shall not encroach upon the rights of other Unit Owners.

ARTICLE 5

QUIET ENJOYMENT AND POSSESSION

The Unit Owner, upon paying Assessments and performing the covenants and complying with the conditions on the part of the Unit Owner to be performed as set forth in this Agreement shall, at all times during the term hereby granted, quietly have, hold and enjoy the Unit without any interference or hindrance from the Association, subject, however, to the rights of present Unit Owners or occupants of the Unit, if any, and subject to any and all mortgages of the Cooperative Property.

ARTICLE 6

MAINTENANCE AND COMMON EXPENSES-HOW FIXED

6.1 The Unit Owner shall pay Assessments in accordance with the Cooperative Documents and the Florida Cooperative Act (“the Act”).

6.2 Unit Owners shall be liable for the payment of Assessments for upkeep and maintenance of the Cooperative Property, including, but not limited to, mortgage payments, maintenance, taxes, insurance, repairs, betterments and utilities, fees for a manager or management company, and other operating costs and operating items.

6.3 The Board from time to time according to the Act shall fix the sum of money needed for the operation of the Association. It shall determine the amount required by operating items and costs, such as: mortgage payments, maintenance, taxes, insurance, repairs, betterments and utilities, fees for a manager or Management Company, and any other sums necessary to the upkeep, operation and maintenance of the Cooperative Property and the operation of the Association. The Board shall have the authority to establish and fund reserve accounts for addition of new assets, capital improvements, debt retirement, mortgage amortization, and capital repairs and replacement reserves.

6.4 Common Expenses are allocated to each Cooperative Parcel on a 1/100 basis, which may not be changed or amended, except with all Unit Owners' written consent. However, the exact amount of Assessments may be increased or decreased based upon an increase or decrease in the estimated operating budget of the Association. Special Assessments may also be levied by the Board, as provided in the Bylaws.

6.5 The Board is empowered in the manner and subject to the Act, to levy and collect Assessments for all Common Expenses, including 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 Unit Owners shall pay all Assessments against their individual Units promptly when due.

6.6 If the Board fails to adopt an annual budget, the Unit Owners shall pay at the current rate until a new budget is adopted.

6.7 All Assessments paid by Unit Owners to the Association for Common Expenses shall be used by the Association to pay its obligations as authorized by the Board. Any excess funds held by the Association at the conclusion of its taxable year, whether calendar or fiscal, will be deemed to be Common Surplus. Each Unit Owner shall own any Common Surplus of the Association in the same proportion as he is responsible for Common Expenses. 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 Board may be used by the Association to apply against future expenses of the Association or placed in reserves, as determined by the Board. Accurate records and books of account shall be kept by the Board and shall be open to inspection by Unit Owners in accordance with the Act.

All Assessments due hereunder shall be payable in equal monthly installments in advance on the first day of each month, unless the Board at the time of its determination of the cash requirements otherwise direct. The Unit Owner shall also pay such other fees or Charges as may be provided in the Cooperative Documents when due.

ARTICLE 7

PAYMENTS

The Unit Owner will pay Assessments to the Association upon the terms and at the times provided, without any deduction or action or any set-off or claim that the Unit Owner may have against the Association, and if the Unit Owner shall fail to pay any installment promptly, the Unit Owner shall pay interest on that installment at the maximum rate allowed by law from the

date when due to the date when payment is made, as well as late fees at the maximum rate permissible by law and such interest and late fees shall be deemed additional fees or Charges under the terms of this Agreement, as shall attorney's fees and costs incurred in connection with the collection of delinquent Assessments and Charges.

ARTICLE 8

ALTERATIONS TO THE UNIT

The Unit Owner shall not, without first obtaining the written consent of the Association, alter in any way the Unit, or add to the home located upon the Unit or any of its fixtures and appurtenances. The Unit Owner shall not change the color of the home located on the Unit, or alter its outward appearance without first having obtained written approval thereof from the Board.

ARTICLE 9

INSURANCE

The Association shall procure insurance on the Common Areas, and upon the physical improvements located on the Cooperative Property (not including Unit Owners' personal property or Manufactured Homes and appurtenances). The Association shall also obtain casualty insurance on the Cooperative Property, which shall insure against loss as a result of personal injury occurring on the Cooperative Property. The Unit Owner shall be responsible for any insurance premium insuring Unit Owner's Manufactured Home, appurtenances, and their contents and the Unit Owner shall be responsible for maintaining same.

ARTICLE 10

INDEMNITY

Each Unit Owner shall indemnify the Association and hold it harmless from all liability, loss, damage and expense arising from:

10.1 Unit Owner's use or possession of the Cooperative Property and the conduct of Unit Owner on the Cooperative Property and anything done or permitted by Unit Owner in or about the Cooperative Property, or any of them;

10.2 Any failure of the Unit Owner to comply with any provision of the Cooperative Documents;

10.3 The negligence of Unit Owner and his tenants, Guests, agents, contractors or employees or any of them;

10.4 Any damage to the Cooperative Property of Unit Owner or others or injury to any person on or about the Cooperative Property from any cause;

10.5 Any legal or administrative proceeding in which the Association is made a party without its fault and due to default of Unit Owner;

10.6 All costs, attorney's fees and expenses, including appellate fees, incurred by the Association in connection with matters indemnified against. Unit Owner shall defend any legal action or proceeding resulting from a claim or demand indemnified against at his expense by attorneys satisfactory to the Association on receipt of written notice from the Association to do so.

ARTICLE 11

DAMAGE TO UNIT OR COMMON AREAS

If any of the Common Areas shall be damaged by fire or other cause covered by multi-peril policies commonly carried by the Cooperative Association, the Association shall at its own cost and expense, with reasonable dispatch after receipt of notice of the damage, repair or replace or cause to be repaired or replaced, with materials of a kind and quality then customarily in use in the facility, and the means of access to the facility, and the common facilities but not including Unit Owners' homes, carports, driveways, sheds, landscaping or other improvements to the Units.

ARTICLE 12

SERVICES BY THE ASSOCIATION

The Corporation shall, finances permitting, provide the following services to Residents of the Cooperative:

- (1) Water
- (2) Sewerage
- (3) Maintenance of Common Areas

The foregoing services may not be substantially altered, nor reduced, curtailed, or eliminated by the Association except by amendment of this Agreement in accordance with the provisions of Article 40 hereof.

ARTICLE 13

RULES AND REGULATIONS

The Association has adopted Rules and Regulations (referred to in this Agreement as "Rules" or "Rules and Regulations") of the Association, and the Board may alter, amend or repeal such Rules and adopt new Rules. This Agreement and the other Cooperative Documents shall be in all respects subject to such Rules which, when a copy of which has been furnished to the Unit Owner, shall be taken to be part of this Agreement, and the Unit Owner hereby covenants to comply with all such Rules and see that they are faithfully observed by Unit Owners, approved

tenants of Unit Owners and Guests. Breach of a Rule shall be a default under this Agreement. The Association shall not be liable or responsible to the Unit Owner for the non-observance or violation of Rules by any other Unit Owner or other person.

ARTICLE 14

LEASING - ASSIGNMENT

14.1 Leasing. The Unit Owner shall not lease a Unit or any interest therein or renew or extend any previously authorized lease, unless consent to the lease shall have been duly authorized by the Board. Any consent to leasing may be subject to such conditions as the Board may impose. No consent to a leasing shall operate to release the Unit Owner from any obligation under the Cooperative Documents or the Rules and Regulations, and no consent to a lease shall operate as a consent to an extension of the lease or to a future lease. No lease shall be permitted for a term in excess of one (1) year. No lease shall be permitted for a term of less than thirty (30) days. All proposed tenants shall be approved in writing by the Board, subject to the provisions that all sums due from the Unit Owner shall have been paid to the Association, together with a sum fixed by the Board to cover a screening fee of the Association and its management in connection with review and approval of the lease, providing same does not exceed the maximum amount allowed by law. All approved tenants shall sign the certificate of approval wherein they acknowledge that they have read the Cooperative Documents of the Association and agree to abide by same. Subleasing is not permitted nor is the renting of rooms. If the Board disapproves a lease request, the lease shall not be made.

14.2 Assignment/Transfer of Title to Cooperative Parcels. The Unit Owner shall not assign this Agreement or transfer the appurtenant share certificate or any interest in the Agreement or share, and no such assignment or transfer shall take effect as against the Association for any purpose, until:

(1) An instrument of assignment in form approved by the Association executed and acknowledged by the Unit Owner (assignor) shall be delivered to the Association; and

(2) An agreement executed and acknowledged by the assignee in form approved by the Association assuming and agreeing to be bound by all the covenants and conditions of this Agreement, the Cooperative Documents and the Rules and Regulations to be performed or complied with by the Unit Owner on and after the effective date of said assignment shall have been delivered to the Association or, at the request of the Association, the assignor (Unit Owner wishing to transfer) shall have surrendered all rights under this Agreement and the assignee (new Unit Owner) has entered into a new Agreement or memorandum thereof in the form prescribed by the Association, for the remainder of the term, in which case the former Unit Owner's Agreement shall be deemed cancelled as of the effective date of said assignment; and the share certificates of the Association to which this Agreement is appurtenant shall have been transferred to the assignee, with proper taxes paid and stamps affixed, at the expense of the assignee (new Unit Owner) if any; and

(3) Subject to the provisions of this Agreement, all sums due from the Unit Owner shall have been paid to the Association, together with a sum fixed by the Board to cover a

screening fee of the Association and its management in connection with such assignment and transfer of share certificate, providing same does not exceed the maximum amount allowed by law, and;

(4) Except in the case of an assignment, transfer or bequest of the share certificate and the rights under this Agreement to the Unit Owner's spouse or adult siblings or parents, and except as otherwise provided in this Agreement, consent to such assignment shall have been authorized by the Board. However, no assignment shall be permitted which results in the occupancy of a Unit in violation of the age restrictions found in Article 3 of this Agreement.

14.3 Right of First Refusal. In the event the Board disapproves a proposed title transfer and if a Unit Owner still desires to consummate such transfer, the Unit Owner shall, thirty (30) days before such transfer give written notice to the Secretary of the Association of the Unit Owner's intention to transfer on a certain date, together with the price and other terms of the transfer and the Association shall promptly notify the Unit Owners of the Association of the date, price and terms.

Completely apart from and in addition to the Boards' right to approve or disapprove any proposed lease or assignment of the Agreement, the Association is hereby given a right of first refusal to transfer the rights under each Agreement and to transfer the share certificate which is appurtenant to the Agreement. If the Association desires to exercise its right of first refusal to transfer the rights under the Agreement and transfer its share certificate on the same terms and conditions as are contained in a bona fide written offer, then the Association shall notify the Unit Owner holding the Agreement of the exercise by the Association of its election such notice to be in writing and sent by certified mail to the Unit Owner within thirty (30) days of receipt by the Association of the Unit Owner's notice to the Secretary of the Association of the Unit Owner's intention to transfer.

If the Association has elected to take title to a Cooperation Parcel as described above, then, upon notifying the Unit Owner holding such Agreement and share certificate of its election the Association shall consummate said transfer on all the terms and conditions as those contained in the offer. In the event the Board does not exercise its right of first refusal within the thirty (30) day period, then the Unit Owner desiring to transfer may complete the transfer together with the transfer of title to his or her Manufactured Home, within a reasonable time 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 Unit Owner transfers without first complying with the terms of the Agreement, the Association shall have the right to redeem the Parcel from the purchaser, according to the provisions of this Agreement. The Association'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 Parcel and share certificate, as the case may be, to the Association. An affidavit of the Secretary stating that the Board approved in all respects on a certain date the transfer shall be conclusive evidence of such fact, and from the date of approval, as stated in the affidavit, the Association redemption rights shall terminate. An affidavit of the Secretary of the Association stating that the Board was given proper notice on a certain date of the proposed transfer and that after notice all provisions of this Agreement that constitute conditions precedent to the subsequent assignment have been complied with, and that

the assignment of a Unit to particularly named persons does not violate the provisions of this Agreement, shall be conclusive evidence of such facts. Such affidavit shall not be evidence of the fact that the subsequent assignment to such persons was made on the approved terms and within reasonable time of approval, but one hundred twenty (120) days after the date of the notice to the Board as stated in the affidavit the redemption rights provided the Association by this Agreement shall terminate. The Board shall not have a duty to exercise the Association's right of first refusal if the transfer would result in occupancy of the Unit in violation of the age provisions of Article 3 of this Agreement, and in such cases, the transfer shall not be made.

14.4 Death of Unit Owner. Share certificates and Agreements may be held jointly with right of survivorship. However, in the case of the death of a Unit Owner holding sole ownership of a share certificate, the surviving spouse, if any, and if no surviving spouse, the other Unit Owner or members of such owner's Family residing with the owner at the time of his death, may continue to occupy the Unit; and if such surviving spouse or other surviving members of the decedent owner's Family shall have succeeded to the ownership of the Unit, by gift, bequest or otherwise, the ownership of the Unit shall be transferred by legal process to the new owner. In the event the decedent shall have conveyed or bequeathed the ownership of his Unit to some designated person or persons other than a surviving spouse or members of his Family, or if some other person is designated by the decedent's legal representative to receive the ownership of the Unit, 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 member, the Board within thirty (30) days from the date the Association is given actual notice in writing of the name of the devisee or descendant, may express its refusal or acceptance of the individual or individuals so designated as owner of the Unit. If the Board consents, ownership of the Unit may be transferred by proper assignment of the Agreement and its appurtenant share certificate to the person or persons so designated, who shall thereupon become Unit Owners and Members of the Association subject to the provisions of this Agreement, the Bylaws, the Articles of Incorporation, and the Rules and Regulations. If the Board shall refuse to consent, then the Association shall be given an additional thirty (30) days to exercise its right of first refusal to have the Agreement and its appurtenant share certificate transferred to it for its own account upon the same terms and conditions of first refusal as provided for in this Article. The purchase price shall be for cash and if the Association and the personal representative are unable to agree upon a purchase price within thirty (30) days from exercise of the Association's election to purchase then the purchase price shall be determined by an appraiser appointed by the Association and the personal representative. The expense of appraisal shall be paid equally by the Association and the personal representative. In the event the Association does not exercise its right of first refusal 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 Agreement and its appurtenant share certificate; but such transfer shall be subject in all other respects to the provisions of this Agreement and the Bylaws and Articles of Incorporation and the Rules and Regulations. The Association shall not have the obligation to purchase a Cooperative Parcel if the decedent has conveyed or bequeathed the ownership of his Unit to some other person, and such person's ownership will result in occupancy violating the age restrictions of Article 3 of this Agreement. However, the Board may permit such ownership and occupancy as a "hardship", provided that in no circumstances may a Unit be occupied by persons under age eighteen.

14.5 Leases to Tenants are not permitted unless at least one permanent occupant is age 55 or older as provided in Article 3 of this Agreement. Title to Cooperative Parcels may be transferred to trusts to facilitate family estate or tax planning, provided that the beneficiary or other person occupying the Unit is an age qualifying natural person who resides on the Cooperative Parcel, as provided in Article 3 of this Agreement..

ARTICLE 15

CONSTRUCTION LIENS

No Unit Owner shall have the right to cause the Association's interest in the Cooperative Property to become subject to a construction lien under the laws of Florida, and should a construction lien be filed against the Unit, then the Unit Owner shall forthwith cause the lien to be discharged by payment, removal to security, or otherwise, and if the Unit Owner shall fail to do so within ten (10) days after notice from the Association, then the Association may cause the lien to be discharged by payment, without investigation as to its validity or to any offsets or defenses and shall have the right to collect as additional Charges, 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.

ARTICLE 16

PLEDGE AND/OR LEASEHOLD MORTGAGE OF SHARE CERTIFICATE AND AGREEMENT

16.1 A pledge, mortgage and/or leasehold mortgage of this Agreement and the share certificate to which it is appurtenant shall not be in violation of this Agreement; but, except as otherwise provided elsewhere herein, neither the pledgee nor mortgagee nor any transferees of the pledged security shall be entitled to have the share certificates transferred of record on the books of the Association, nor to vote such share certificates, nor to occupy or permit the occupancy by others of the Unit, nor to sell such share certificates or this Agreement, without first obtaining the consent of the Association in accordance with and after complying with all of the provisions of Article 14. The acceptance by the Association of payments by the pledgee or any transferee of the pledged security on account of Assessments shall not constitute a waiver of the aforesaid provisions.

16.2 Secured Party. Notwithstanding the provisions of Section 16.1 of this Article or any other provisions of this Agreement to the contrary, the following provisions of this paragraph shall govern and be binding:

The Association agrees that it shall give to any holder of a security interest in the share certificate of the Association specified in the recitals of this Agreement or pledgee or mortgagee of this Agreement who so requests (any such holder being referred to in this Agreement as a "Secured Party"), a copy of any notice of default that the Association gives to the Unit Owner pursuant to the terms of this Agreement, and if the Unit Owner shall fail to cure the default specified in such notice within the time and in the manner provided for in this Agreement, then the Secured Party shall have an additional period of time, equal to the time originally given to the

Unit Owner, to cure the default for the account of the Unit Owner or to cause it to be cured, and the Association will not act upon the default or cause it to be cured as provided above, until such additional period of time has elapsed, and the default has not been cured.

If this Agreement is terminated by the Association as provided in Article 23 of this Agreement, or by agreement with the Unit Owner, then (1) the Association 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 Association (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 the Secured Party the full amount of its lien on the share certificate or shall reissue the share certificate to, and shall enter into a new Occupancy Agreement for the Unit with, the Secured Party or any individual designated by the Secured Party, all without the consent of the Board to which reference is made in Article 14. The holder of such certificate shall be a Unit Owner of the Association and shall thereafter be liable to the share of Common Expenses or Assessments by the Association pertaining to such Unit.

As to the priority between the lien of a Secured Party who is an institutional purchase money first mortgagee and the lien for Assessments, whether a regular or Special Assessment, the lien for Assessments shall be subordinate and inferior to any institutional Secured Party regardless of when the Assessment came due, but not to any other Secured Party. If the Owner of an institutional security agreement-leasehold purchase money first mortgage obtains title of the Unit (Occupancy Agreement and its appurtenant share 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 shall not be liable for their share of Assessments by the Association 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 the foreclosure. Such unpaid Assessments shall be deemed to be Common Expenses collectible from all of the Unit Owner/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 Assessments attributable to his Unit from the date of acquisition of the Unit. In the event of a foreclosure or a voluntary conveyance in lieu of foreclosure pertaining to a noninstitutional security agreement-leasehold mortgage, or any mortgage or encumbrance other than a purchase money first mortgage held by an institutional mortgagee then such acquirer of title, his successors and assigns shall pay to the Association on behalf of the previous Unit Owner, all Assessments, Charges and other sums owed by the previous Unit Owner to the Association.

If the purchase by the Unit Owner of the share 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 Unit Owner and the institutional Secured Party, notice of the default or event of default shall be given to the Association; the Association shall have the option to pay the Secured Party the full amount of its lien on the share certificate or shall reissue the share certificate and enter into a new Agreement as directed by the Secured Party without further consent of the Board. The holder of such certificate shall thereafter be liable for the share of Assessments by the Association pertaining to such Unit.

If the purchase by the Unit Owner of the share certificate allocated to the Unit was financed by a noninstitutional security agreement-leasehold mortgagee, and a default or event of default shall have occurred under the terms of the security agreement-leasehold mortgage or either of them entered into between the Unit Owner and the noninstitutional Secured Party, notice of said default or event of default shall be given to the Association. The Association shall have the option to pay the Secured Party the full amount of its lien on the share certificate or shall reissue the share certificate and enter into a new Agreement as directed by the Secured Party without further consent of the Board. The holder of such certificate shall thereafter be liable for the share of Assessments by the Association pertaining to such Unit.

Without the prior written consent of any Secured Party who has requested a copy of any notice of default, as provided in this Article, (a) the Association and the Unit Owner will not enter into any Agreement modifying or cancelling this Agreement; (b) no change in the form, terms or conditions of this Agreement, as permitted by Article 40, shall eliminate or modify any rights, privileges or obligations of a Secured Party as set forth in this Article; (c) the Association will not terminate or accept a surrender of this Agreement, except as provided in Article 23 of this Agreement and in this Article; (d) the Unit Owner will not assign this Agreement or lease the Unit; (e) any modification, cancellation, surrender, termination or assignment of this Agreement or any lease of the Unit not made in accordance with the provisions of this Agreement shall be void and of no effect; (f) the Association will not consent to any further pledge or mortgage of this Agreement or security interest created in the share certificate; (g) the Unit Owner will not make any further pledge or mortgage or create any further security interest in the share certificate or this Agreement; and (h) any such further pledge or mortgage or security interest shall be void and of no effect.

A Secured Party claiming or exercising any of the rights and privileges granted it pursuant to the provisions of this Article shall be deemed to have agreed to indemnify the Association for all loss, liability, or expense (including reasonable attorneys' fees) arising out of claims by the Unit Owner, or his successors or assigns, against the Association or the Secured Party, or their respective successors or assigns, for acts or omissions to act on the part of either the Association or the Secured Party, or their respective successors or assigns, pursuant to this Article. The Association will give the Secured Party written notice with reasonable promptness of any such claim against the Association and the Secured Party may contest such claim in the name and on behalf of the Association with counsel selected by the Secured Party at the Secured Party's sole expense. The Association shall execute such papers and do such things as are reasonably necessary to implement the provisions of this paragraph.

Upon the Unit Owner's final payment under the loan given by the Secured Party or upon prepayment of such loan, the Secured Party will give the Association notice of such final payment or prepayment. A Secured Party who is or was an institutional purchase money first mortgagee, and who forecloses their security interest, shall be liable for the previous Unit Owner's unpaid share of assessments to the extent provided by the Florida Statutes, Chapter 719, as amended from time to time. As to other first mortgagees, their interest shall be inferior to the security interest of the Association, to the extent permissible by law. In the event it is determined that a first mortgagee other than an institutional purchase money first mortgagee has a superior lien to that of the Association, then such mortgagee shall be liable for the previous

Unit Owner's unpaid share of assessments to the extent provided by the Florida Statutes, Chapter 719, as amended from time to time.

ARTICLE 17

ASSOCIATION'S RIGHT TO REMEDY UNIT OWNER'S DEFAULTS

If the Unit Owner shall fail for 30 days after notice to make repairs or perform maintenance to any part of the Unit, its fixtures or equipment, or shall fail to remedy a condition which has become objectionable to the Association, or if the Unit Owner or any person dwelling in the Unit shall request the Association or its agents to perform any act not required by this Agreement to be performed by the Association, the Association may make or arrange for others to make such repairs, or remove such objectionable condition or equipment, or perform such act, without liability on the Association; provided that, if the condition requires prompt action, notice of less than 30 days may be given or, in case of emergency, no notice need be given. In all such cases the Association, its agents and contractors shall, as between the Association and the Unit Owner be conclusively deemed to be acting as agents of the Unit Owner and all contracts therefor made by the Association shall be so construed whether or not made in the name of the Unit Owner. If the Unit Owner shall fail to perform or comply with any of the other covenants or provisions of this Agreement within the time required by a notice from the Association (not less than 5 days), then Association may, but shall not be obligated to, comply therewith, and for such purpose may enter upon the Unit of Unit Owner. The Association shall be entitled to recover from the Unit Owner all expenses incurred or for which it has contracted hereunder, such expenses to be payable by the Unit Owner on demand as additional Assessments.

ARTICLE 18

COOPERATION

The Unit Owner shall always in good faith endeavor to observe and promote the cooperative purposes for the accomplishment of which the Association is incorporated.

ARTICLE 19

WAIVERS

The failure of the Association on any one occasion or several, to insist upon a strict performance of any of the provisions of this Agreement, the Cooperative Documents or the Rules and Regulations or to exercise any right or option provided by this Agreement, 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 Association of Assessments with knowledge of the breach of any covenant of this Agreement, shall not be deemed a waiver of such breach, and no waiver by the Association of any Agreement provision shall be deemed to have been made unless in a writing expressly approved by the Board.

ARTICLE 20

NOTICES

Any notice by or demand alleging default under this Agreement 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 mailed by the Unit Owner, it must be addressed to the Association, using the Association's Registered Agent's address, with a copy sent by regular mail to the Association's Secretary at the Park Office. If it is mailed to the Unit Owner, it must be addressed to the Unit. Either party may by notice served as provided by this Agreement 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.

This Article does not apply to notices of Member's Meetings (see Article 3 of Bylaws) or to notices of Board Meetings (see Article 4 of Bylaws). Notices of seasonal changes of address can be made to the Association's managing agent or Secretary by regular mail, confirmed facsimile, or receipted hand delivery. This Article also does not apply to other notices required by the Cooperative Documents, including but not limited to notices of assessments and other actions by or of the Corporation.

ARTICLE 21

REIMBURSEMENT OF ASSOCIATION'S EXPENSES

If at any time the Unit Owner shall be in default of this Agreement, the Cooperative Documents or the Rules and Regulations and the Association shall incur any expense (whether paid or not) in performing acts that the Unit Owner 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 Unit Owner, the expense to the Association of taking such action including reasonable attorney's fees and disbursements, appellate fees and costs, if any, shall be paid by the Unit Owner to the Association, on demand, as additional Assessments.

ARTICLE 22

ASSOCIATION'S IMMUNITIES

The Association shall not be liable, except by reason of Association's negligence, for any failure or insufficiency of water supply, electric current, gas, telephone, or other services to be supplied by the Association or for interference with light, air, view or other interests of the Unit Owner. No abatement of Assessments or other compensation or claim of eviction shall be made or allowed because of the making or failing to make or delay in making any repairs or alterations to the Common Areas, or any fixtures or appurtenances therein; or for the taking to comply with any law, ordinance or governmental regulation; or for interrupting or curtailing any service agreed to be furnished by the Association, due to accidents, alterations or repairs; or to difficulty or delay in securing supplies or labor or other cause beyond Association's control, unless due to Association's negligence.

Automobiles and Other Property - The Association shall not be responsible for any damage to any automobile or other vehicle left in the care of any employee of the Association by the Unit Owner, and the Unit Owner hereby agrees to hold the Association 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 Association shall not be responsible for any property left with or entrusted to any employee of the Association, or for the loss of or damage to any property within or without the Unit by theft or otherwise.

ARTICLE 23

TERMINATION OF AGREEMENT BY ASSOCIATION

If upon, or at any time after, the happening of any of the events mentioned in this Article 23, the Association shall give to the Unit Owner a notice stating that the term of the Agreement will expire on a date at least five (5) days after the giving of the notice. The term of this Agreement shall expire on the date so fixed in such notice as fully and completely as if it were the date definitely fixed in this Agreement for the expiration of the term, and all right, title and interest of the Unit Owner under this Agreement shall upon the expiration of the notice period wholly cease and expire, and the Unit Owner shall quit and surrender the Unit to the Association, it being the intention of the parties by this provision to create a conditional limitation, and thereupon the Association shall have the right to re-enter the Unit and to remove all persons and personal property from the Unit, 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 estate as if this Agreement had not been made, and no liability whatsoever shall attach to the Association by reason of the exercise of the right of re-entry, repossession and removal granted and reserved by this provision:

23.1 If the Unit Owner shall cease to be the owner of the share certificate to which this Agreement is appurtenant, or if this Agreement shall pass or be assigned to anyone who is not then the owner of the share certificate;

23.2 If at any time during the term of this Agreement (i) the holder hereof shall be adjudicated as bankrupt under the laws of the United States; or (ii) a receiver of all of the property of such holder of this Agreement shall be appointed under any provisions 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 share certificate owned by such holder to which this Agreement 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 Agreement or the share certificate to which it is appurtenant shall pass by operation of law or otherwise to anyone other than the Unit Owner named in a Memorandum of Agreement or a person to whom such Unit Owner has assigned this Agreement in the manner permitted by this Agreement but this subsection (v) shall not be applicable if this Agreement shall devolve upon the executors or administrators of the Unit Owner and provided that within eight (8) months (which period may be extended by the Board) after the death, said Agreement and share certificate shall have been transferred to any assignee in accordance with Article 14 hereof; or (vi) this Agreement or the share certificate to which it is appurtenant shall pass to anyone other than the named Unit Owner by reason of a default by the Unit Owner under a pledge or security agreement or a leasehold mortgage made by the Unit Owner;

23.3 If there is an assignment this Agreement, lease of the Unit, or other transfers without full compliance with the requirements of Article 14 hereof; or if any person not authorized by Article 3 shall be permitted to use or occupy the Unit, and the Unit Owner shall fail to cause such unauthorized person to vacate the Unit within ten days after written notice from the Association;

23.4 If the Unit Owner shall be in default for a period of one month in the payment of any Assessment or of any installment and shall fail to cure such default within ten (10) days after written notice from the Association;

23.5 If the Unit Owner shall be in default in the performance of any covenant or provision of this Agreement, the Cooperative Documents or the Rules and Regulations other than the covenant to pay Assessments, and such default shall continue for thirty (30) days after written notice from the Association; 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 the 30-day period such performance is commenced and diligently prosecuted to conclusion without delay and interruption, the Unit Owner shall be deemed to have cured the default;

23.6 If at any time the Association shall determine, upon the affirmative vote of seventy-five percent of its then Board, at a meeting duly called for that purpose, that because of objectionable conduct on the part of the Unit Owner, or of a person dwelling or visiting in the Unit, repeated after written notice from the Association, the tenancy of the Unit Owner is undesirable; (it being understood, without limiting the generality of the foregoing, that repeatedly to violate or disregard the Rules and Regulations established in accordance with the provisions of this Agreement or 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);

23.7 If at any time the Association shall determine, upon the affirmative vote of two-thirds of its then Board at a meeting of such Board duly called for that purpose, and the affirmative vote of the record holders of at least 90% of its then issued share certificates, at a meeting duly called for that purpose, to terminate all Agreements;

23.8 If the Common Areas and the facilities thereon shall be destroyed or damaged and seventy-five percent of the Unit Owners shall decide not to repair or rebuild;

23.9 If at any time the Common Areas and the facilities thereon or a substantial portion thereof shall be taken by condemnation proceedings; and

23.10 If Unit Owner shall default in the payment or performance of any of Unit Owner'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 Article 16), and written notice of such default is given to the Association by the Secured Party or its counsel.

ARTICLE 24

ASSOCIATION'S RIGHTS AFTER UNIT OWNER'S DEFAULT

24.1 In the event the Association resumes possession of the Unit, either by summary proceedings, action of ejectment or otherwise, because of default by the Unit Owner in the

payment of any Assessments due under these provisions, or on the expiration of the term pursuant to a notice given as provided in Article 23 upon the happening of any event specified in Article 23, the Unit Owner shall continue to remain liable for payment of a sum equal to the sums which would have become due under this Agreement and shall pay such sums in installments at the time they would be due under this Agreement. No suit brought to recover any installment of Assessments shall prejudice the right of the Association to recover any subsequent installment. After resuming possession, the Association may, at its option, from time to time (i) transfer the Unit for its own account, or (ii) transfer the Unit as the agent of the Unit Owner, the name of the Unit Owner 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 Agreement, and may grant concessions in its discretion. Any transfer of the Unit shall be deemed for the account of the Unit Owner, unless within ten (10) days after such transfer the Association shall notify the Unit Owner that the premises have been transferred for the Association's own account. The fact that the Association may have transfer the Unit as agent for the Unit Owner shall not prevent the Association from later notifying the Unit Owner that it proposes to transfer the Unit for its own account. If the Association transfers the Unit as agent for the Unit Owner, it shall, after reimbursing itself for its expenses in connection with transferring the Unit, including commissions and a reasonable amount for attorney's fees and expenses, and repairs in and to the Unit, apply the remaining monies of such transferring against the Unit Owner's continuing obligations under this Agreement. There shall be a final accounting between the Association and the Unit Owner upon the earliest of the four following dates: (i) the date of expiration of the term of this Agreement as stated on Page 1 (ii) the date as of which a new Agreement covering the Unit shall have become effective; (iii) the date the Association gives written notice to the Unit Owner that it has transfer the Unit for its own account; (iv) the date upon which all Agreements of the Association terminate. From and after the date upon which the Association becomes obligated to account to the Unit Owner, as provided above, the Association shall have no further duty to account to the Unit Owner for any monies for transferring and the Unit Owner shall have no further liability for sums thereafter accruing under the Agreement, but such termination of the Unit Owner's liability shall not affect any liabilities previously accrued. If the Unit Owner shall at any time lease the Unit and shall default in the payment of any sum due under this Agreement, the Association may, at its option, so long as such default shall continue, demand and receive from the tenant the sums due or becoming due from such tenant to the Unit Owner, and apply the amount to pay sums due or becoming due from the Unit Owner to the Association. Any payment by a tenant to the Association shall constitute a discharge of the obligation of such tenant to the Unit Owner, to the extent of the amount so paid. The acceptance of rent from any tenant to the Unit Owner shall not be deemed a consent to or approval of any leasing or assignment by the Unit Owner or a release or discharge of any of the obligations of the Unit Owner under this Agreement.

24.2 Upon the termination of this Agreement under the provisions of Article 23, the Unit Owner shall surrender to the Association the share certificate of the Association owned by the Unit Owner to which this Agreement is appurtenant. Whether or not the certificate is surrendered, the Association may issue a new Agreement for the Unit and issue a new certificate for the share certificate of the Association owned by the Unit Owner and allocated to the Unit when a purchaser of the Unit is obtained, provided that the issuance of such share certificate and Agreement to the purchaser is authorized by the Board. Upon such issuance the certificate owned or held by the Unit Owner shall be automatically cancelled and rendered null and void.

The Association shall apply the proceeds received for the issuance of such share certificate first, towards the payment of Unit Owner's indebtedness under this Agreement (including interest, attorney's fees (and appellate fees and costs, if any), and other expenses incurred by the Association; second, if the termination shall result pursuant to Article 23 by reason of a default under the security agreement towards the payment of the Unit Owner's indebtedness under the security agreement (including all costs, expenses and charges payable by the Unit Owner thereunder); and third, if the proceeds are sufficient to pay the same, the Association shall pay over any surplus to the Unit Owner, but, if insufficient, the Unit Owner shall remain liable for the balance of the indebtedness due under this Agreement or (if applicable) under said security agreement. Upon issuance of any such new Agreement and certificate, the Unit Owner's liability under this Agreement shall cease and the Unit Owner shall be liable for Assessments accrued to that time. The Association shall not, however, be obligated to sell such share certificate and appurtenant Agreement or otherwise make any attempt to mitigate damages.

ARTICLE 25

WAIVER OF RIGHT OF REDEMPTION

The Unit Owner hereby expressly waives any and all right of redemption in case the Unit Owner shall be dispossessed by judgment or warrant of any court or judge. The words "enter," "re-enter" and "re-entry" as used in this Agreement are not restricted to their technical legal meanings.

ARTICLE 26

SURRENDER OF POSSESSION

Upon the termination of this Agreement under the provisions of Article 23, the Unit Owner shall remain liable as provided in Article 24 of this Agreement. Upon the termination of this Agreement under any other of its provisions, the Unit Owner shall be and remain liable to pay all Assessments and other Charges due or accrued and to perform all covenants and agreements of the Unit Owner up to the date of such termination. On or before any such termination the Unit Owner shall vacate the Unit and surrender possession of the Unit with all additions and improvements to the Association or its assigns. Upon demand of the Association or its assigns, the Unit Owner shall execute, acknowledge and deliver to the Association or its assigns any instrument that may reasonably be required to evidence the surrendering of all estate and interest of the Unit Owner in the Unit. Any personal property not removed by the Unit Owner on or before such expiration or termination of this Agreement shall, at the option of the Association, be deemed abandoned and shall become property of the Association and may be disposed of by the Association without liability or accountability to the Unit Owner. Any personal property not removed by the Unit Owner at or prior to the termination of this Agreement may be removed by the Association to any place of storage and stored for the account of the Unit Owner without the Association in any way being liable for trespass, conversion or negligence by reason of any acts of the Association or of the Association'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. For purposes of this Agreement, the Unit Owner's home shall be deemed to be personal property and not realty after installation on the Unit Owner's lot. The

Association releases and quitclaims to Unit Owner any and all right, title and interest in and to the home which may inure to the Property by operation of law.

ARTICLE 27

CONTINUATION OF COOPERATIVE MANAGEMENT OF THE PROPERTY AFTER ALL AGREEMENTS TERMINATED

No later than thirty (30) days after the termination of all Agreements, whether by expiration of their terms or otherwise, a special meeting of the Unit Owners shall take place to determine whether (a) to continue to operate the Cooperative, (b) to alter, demolish or rebuild the Common Areas and the facilities thereon or any part of those facilities, or (c) to sell the Cooperative Property and liquidate the assets of the Association. The Board shall carry out the determination made at the meeting of the Unit Owners, and all of the holders of the then share certificates of the Association shall have such rights as inure to shareholders of corporations having title to real estate. Each Unit Owner shall own his equity interest in the Association equal to his percentage of ownership of equity (1/100).

ARTICLE 28

FORECLOSURE - RECEIVER OF RENTS

Notwithstanding anything contained in this Agreement, if any action shall be instituted to foreclose any mortgage on the Property, the Unit Owner shall, on demand, pay to the receiver of the rents appointed in such action Assessments, if any, owing under this Agreement on the date of such appointment and shall pay to such receiver in advance, on the first day of each month during the pendency of such action, as rent under this Agreement, the Assessments for the Unit as last determined and established by the Board prior to the commencement of the action, and such rent shall be paid during the period of such receivership, whether or not the Board shall have determined and established the Assessments payable under this Agreement 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.

ARTICLE 29

TO WHOM COVENANTS APPLY

The references in this Agreement to the Association shall be deemed to include its successors and assigns, and the references to the Unit Owner or to a Unit Owner of the Association shall be deemed to include the personal representatives, legatees, distributees and assigns of the Unit Owner or of such Unit Owner; and the covenants shall apply to, bind and inure to the benefit of the Association and its successors and assigns, and the Unit Owner and the personal representatives, legatees, distributees, successors and assigns of the Unit Owner, except as otherwise stated in this Agreement.

ARTICLE 30

ASSOCIATION'S ADDITIONAL REMEDIES

In the event of a breach or threatened breach by the Unit Owner of any provision of this Agreement, the Association shall have the right of injunction and the right to invoke any remedy at law or in equity, as if re-entry, summary proceedings and other remedies were not provided for in this Agreement. The election of one or more remedies shall not preclude the Association from any other remedy. All remedies of the Association are cumulative to each other and any other remedies given by law.

ARTICLE 31

UNIT OWNER MORE THAN ONE PERSON

If more than one person is named as Unit Owner under this Agreement, the Association may (but shall not be obligated to) require the signatures of all such persons in connection with any notice to be given or action to be taken by the Unit Owner in connection to this Agreement, including, without limiting the generality of the foregoing, the surrender or assignment of this Agreement, or any request for consent to transfer or lease a Unit. Each person named as Unit Owner shall be jointly and severally liable for all of the Unit Owner's obligations. Any notice by the Association to any person named as Unit Owner shall be sufficient, and shall have the same force and effect, as though given to all persons named as Unit Owner.

ARTICLE 32

EFFECT OF PARTIAL INVALIDITY

If any clause or provision contained in this Agreement shall be adjudged invalid, the same shall not effect the validity of any other clause or provision of this Agreement, or constitute any cause of action in favor of either party as against the other.

ARTICLE 33

NOTICE TO ASSOCIATION OF DEFAULT

The Unit Owner may not institute an action or proceeding against the Association or defend, or make a counterclaim in any action by the Association related to the Unit Owner's failure to pay Assessments if such action, defense or counterclaim is based upon the Association's failure to comply with its obligations under this Agreement or any law, ordinance or governmental regulation unless such failure shall have continued for thirty (30) days after the Unit Owner has given written notice of the default to the Association.

ARTICLE 34

UNITY OF SHARE CERTIFICATE AND AGREEMENT

The share certificate of the Association held by the Unit Owner and allocated to the Unit has been acquired and is owned subject to the following conditions agreed upon with the Association and with each of the other Agreements for their mutual benefit:

34.1 The share certificate represented by each certificate is transferable only as an entirety and only in connection with a simultaneous transfer of this Agreement.

34.2 The share certificate shall not be sold except to the Association or to an assignee of this Agreement after compliance with all of the provisions of Article 14 of this Agreement relating to assignments.

ARTICLE 35

UNIT BOUNDARIES

The boundaries of each Unit in the Cooperative shall be as follows:

35.1 Boundaries abutting streets on the Property shall be the inside curb line extended across all driveways.

35.2 Boundaries between Units on the side and to the rear shall be the boundaries currently maintained as set forth in the Plot Plan.

35.3 Boundaries not covered under either Sections 35.1 or 35.2 shall be the boundaries observed on the date of creation of the original Agreement.

35.4 Should any dispute arise over the location of any boundary of a Unit the Board shall determine such boundary by a majority vote of a quorum of the Board, which determination shall be final.

ARTICLE 36

PAYMENT OF TAXES AND OTHER COSTS BY THE ASSOCIATION

To the limit of its resources and out of funds provided by Unit Owners of the Association, the Association shall:

36.1 Pay all taxes and assessments that may be levied against the Property of the Association, except that if taxes and assessments are assessed and billed to separate Units, then the owner of the Unit shall pay same;

36.2 Pay the premium on all necessary insurance required to be carried by the Association under this Agreement;

36.3 Pay all necessary expenses incurred for operation and maintenance of the Cooperative Property;

36.4 Pay any required mortgage payments to the mortgagee holding the blanket mortgage on the Cooperative's Property.

ARTICLE 37

**NON-APPLICABILITY OF FLORIDA STATUTES CHAPTER 83 TO OCCUPANCY
AGREEMENT**

The provisions of Florida Statutes Chapter 83 relating to interest on rental deposits to be paid to tenants by the Association shall not apply in the case of this Agreement.

ARTICLE 38

INTEREST RATE IN THE EVENT OF DEFAULT BY UNIT OWNER

Any payment required under this Agreement that the Unit Owner fails to make bears interest and late fees at the highest rate allowed by law from the due date until paid.

ARTICLE 39

AGREEMENT SUBORDINATE TO MORTGAGES

This Agreement is and shall be in favor of the Cooperative Property as a whole and to any and all extensions, modifications, consolidations, renewals, refinances, future advances and replacements thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any such mortgagee. In confirmation of such subordination the Unit Owner shall at any time, and from time to time, on demand, execute any instruments that may be required by any mortgagee for the purpose of more formally subjecting this Agreement to the lien of any such mortgage or mortgages and the duly elected officers, for the time being, of the Association are and each of them is hereby irrevocably appointed the attorney-in-fact and the agent of the Unit Owner to execute the same upon such demand, and the Unit Owner hereby ratifies any such instrument executed by virtue of the power of attorney hereby given.

ARTICLE 40

AMENDMENT OF THIS AGREEMENT

This Agreement may be amended by the approval of a resolution adopting such amendment by not less than fifty-one (51%) percent of the eligible voters, present, in person or by proxy, and voting at a duly noticed meeting of the Association. Amendments may be proposed by either the Board or by not less than fifty (50%) percent of the Unit Owners.

Notice of the intention to propose an amendment together with the text of the proposed amendment shall be included in the notice of the meeting at which a proposed amendment is to be considered. Unit Owners not present at the meeting considering the amendment may appoint a Unit Owner 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 the owner of the parcel shares the Common Expenses and owns the Common Surplus unless the record owner and all lienors of record of the affected Unit shall join in the execution of the amendment.

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

An amendment to this Agreement will be binding upon and inure to the benefit of all Unit Owners and will become effective when recorded in the public records of Lee County, Florida.

ARTICLE 41

PROVISIONS OF ARTICLES OF INCORPORATION, BYLAWS, RULES AND REGULATIONS

This Agreement is subject to, and Association and Unit Owner shall abide by the provisions of, the Articles of Incorporation, the Bylaws and the Rules and Regulations of the Association. These Articles of Incorporation, Bylaws, Rules and Regulations and any amendments made to them in the future, are made a part of this Agreement by reference. The Unit Owner acknowledges that he has been provided with a copy of the Articles of Incorporation, the Bylaws and the present Rules and Regulations of the Association and that he has read them and understands their contents.

ARTICLE 42

CHANGES TO BE IN WRITING

The provisions of this Agreement cannot be changed orally.

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