West winds Village Inc.

A Residential Cooperative

Governing Documents

5316 53rd Avenue East

Bradenton Florida 34203

(April 16, 2026)

Keep in a safe place

As it will be needed

Should you decide

to transfer your unit

Prepared by and returned to:

Becker & Poliakoff, P.A.
Mary R. Hawk, Esquire
1001 3rd Avenue West, Suite 300
Bradenton, FL 34205

CERTIFICATE OF RECORDATION

AMENDED AND RESTATED PROPRIETARY LEASE WESTWINDS VILLAGE, A RESIDENTIAL COOPERATIVE

AMENDED AND RESTATED ARTICLES OF INCORPORATION AMENDED AND RESTATED BYLAWS

WESTWINDS VILLAGE, INC.

I HEREBY CERTIFY that the attached Amended and Restated Master Proprietary Lease, Amended and Restated Articles of Incorporation, and Amended and Restated Bylaws ("Governing Documents") were duly adopted by the Association membership at the duly noticed annual members' meeting of the Association on the 23rd day of February 2026. Said Amended and Restated Governing Documents were approved by a proper percentage of voting interests of the Association. The original Master Proprietary Lease for Westwinds Village, A Residential Cooperative, is recorded at O.R. Book 1341, at Page 2865 *et seq.*, of the Public Records of Manatee County, Florida. The property encompassed by the Master Proprietary Lease of Westwinds Village, A Residential Cooperative, is further described in Exhibit "B" of the Master Proprietary Lease recorded at O.R. Book 1341, at Page 2865 *et seq.*, of the Public Records of Manatee County, Florida.

The Amended and Restated Master Proprietary Lease is attached hereto. The Amended and Restated Articles of Incorporation are attached hereto. The Amended and Restated Bylaws are attached hereto. All previous site plans of record are incorporated by reference, with select photocopies recorded for reference as Exhibit "A" and Exhibit "B."

WITNESSES:
(TWO)

Kelli McGee
Witness #1 Signature
Kelli McGee
Witness #1 Printed Name

6124 Willow Beck Lane
Bradenton, FL 34203
Witness #1 Address

Eric Martineau
Witness #2 Signature
Erik MARtiNeau
Witness #2 Printed Name

107 67TH St. E.
BRADENTON, Florida 34208
Witness #2 Address

WESTWINDS VILLAGE, INC.

BY: [signature]
Danny Jenkins, President
5316 53^{rd} Ave E
Bradenton, FL 34203

Date: April 8, 2026

ATTEST: [signature]
Samuel Whitaker, Secretary
5316 53^{rd} Ave E
Bradenton, FL 34203

Date: April 8th, 2026

STATE OF FLORIDA)
) SS:
COUNTY OF Manatee)

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 8 day of APRIL 2026, by Danny Jenkins as President of Westwinds Village, Inc., a Florida Corporation, on behalf of the corporation. He is [X] personally known to me or [ ] has produced ______________ (type of identification) as identification.

[signature]
Notary Public
Michelle B Graybill
Printed Name

My commission expires: 2/24/28

MICHELLE B GRAYBILL
Notary Public - State of Florida
Commission # HH 486328
My Comm. Expires Feb 24, 2028
Bonded through National Notary Assn.

LAW OFFICES
BECKER & POLIAKOFF, P.A.
1001 3RD AVENUE WEST, SUITE 300 • BRADENTON, FL 34205
TELEPHONE (941) 957-2990

30755512.v1

"Substantial rewording of document. See

existing provision for present text."

MASTER FORM OF PROPRIETARY LEASE

TABLE OF CONTENTS

WESTWINDS VILLAGE, INC.
A RESIDENTIAL COOPERATIVE
MASTER FORM PROPRIETARY LEASE

THIS PROPRIETARY LEASE is made as of ______________________, by and between WESTWINDS VILLAGE, INC., a Florida not for profit Corporation (hereinafter called the "Corporation," "Association," or "Cooperative"), and ______________________ (hereinafter called the "Lessee").

WHEREAS, the Corporation is a Florida not for profit Corporation governing the affairs of Westwinds Village Inc, a Residential Cooperative; and

WHEREAS, the Corporation is the owner of the land and the real property improvements located thereon, described on Exhibit "A" attached hereto, in the County of Manatee, which is known as Westwinds Village a residential Cooperative, at 5316 53rd Avenue East, Bradenton, Florida 34203; and

WHEREAS, the Lessee is the owner of Membership Certificate Number __________ of the Corporation, to which this lease is appurtenant and which has been allocated to Unit ______ in the Cooperative;

NOW, THEREFORE, in consideration of the premises:

1. Demised Premises; Term. The Corporation hereby leases to the Lessee, and the Lessee hires for the Corporation, subject to the terms and conditions hereof, Unit ___ of Westwinds Village, a Residential Cooperative (hereinafter) "Mobile Home Village"), as described in Exhibit "B" (plot plan) of this Proprietary Lease for a term of years from July 8, 1991 until July 7, 2091 (unless sooner terminated as hereinafter provided). As used herein, the unit means the designated plot of land set out on the date of the execution of this lease designated by the above-stated number, together with the appurtenance and fixtures which are allocated exclusively to the occupant of the unit.

2. Maintenance, Common Expenses-How Fixed.

A. The Lessee shall pay maintenance or common expense in accordance with the maintenance or common expense assessment established and hereafter set forth.

B. In accordance with Section 719.108, *Florida Statutes*, the various owners of membership certificates and proprietary leases (hereafter "Members") shall be liable for the payment of assessments for upkeep and maintenance of the corporate property, 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 operation 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 1/430 and may not be changed or amended except with the Lessee'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 Members shall pay all assessments against their individual units promptly when due.

F. Intentionally left blank.

G. If the Directors fail to make a new assessment, the Members shall pay at the current rate until a new rate is determined.

H. All assessments paid by Members 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 Members held by the Corporation at the conclusion of its taxable year, whether calendar or fiscal, will be deemed to be common surplus. Each Member 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 members in accordance with Section 719.104, *Florida Statutes* as amended from time to time.

J. All 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 Lessee shall also pay other sums and charges as may be provided herein when due.

3. Accompanying Membership Certificates to be Specified in Proprietary Leases. In every proprietary lease executed by the Corporation, there shall be specified, the membership certificate

issued to the Lessee and a portion of the payment for maintenance or common expenses of the Corporation then currently attributable to the Lessee'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 judgement 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 Membership; 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 income and assessments), 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 assessment payable by the Lessee for any period prior to the date of such determination. All determinations of cash requirements shall be conclusive as to all Lessees.

5. Services by the Corporation.

A. The Corporation shall keep, maintain and manage the Mobile Home Village in a neat and attractive manner and shall keep the improvements in good working condition, and shall provide the number of attendants requisite, in the judgement of the Directors, for the proper care and service of the Mobile Home Village. The covenants by the Corporation herein contained are subject, however, to the discretionary power of the directors to determine from time-to-time what services and what attendants shall be proper and the manner of maintaining and operating the Mobile Home Village, and also what existing services shall be increased, reduced, changed, modified or terminated.

6. Damage to Unit or Common Facilities. If the common facilities of the Cooperative shall be damaged by fire or other cause covered by multi-peril policies commonly carried by cooperative corporations, 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 common facilities. If a Unit shall be damaged by fire or other causes, the responsibility of repairs, cost, and expense shall be the unit owner's. The Association shall not provide any insurance coverage on any property except that of the Cooperative.

7. Assignment of Corporation's Right Against Occupant. If at the date of the commencement of this lease, a third party shall by in possession or have the right of possession of the unit, then the Corporation hereby assigns to the Lessee all of the Corporation's rights against said third party from and after the date of the commencement of the term hereof, and the Lessee 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 Lessee, but at the Lessee's expense, in the enforcement of the Lessee's rights against said third party.

8. Cancellation of Prior Agreement or Statutory Tenancy. If at the date of commencement of this lease the Lessee 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 Lessee, upon paying the common expense and assessments and performing the covenants and complying with the conditions on the part of the Lessee 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 in Paragraph 17 below.

10. Inspection and Acceptance of Units and Common Areas. Lessee has inspected the unit and common property and will accept it in its present condition on the start of this lease.

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

12. Indemnity. The Lessee 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 in part to any act, default or omission of the Corporation, its agents, servants or contractors when acting as agent for the Lessee 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 Lessee.

13. Payments. The Lessee will pay 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 Lessee may have against the Corporation; and, if the Lessee shall fail to pay any installment promptly, the Lessee 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. The Corporation shall be entitled to a lien against Lessee's unit for such interest charges with the same force and effect as if the charges were a part of the common expenses.

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, with a copy thereof has been furnished to the Lessee, shall be taken to be part hereof, and the Lessee hereby covenants to comply with all such Rules and see that they are faithfully observed by family,

approved subtenants of Lessee and guests. Breach of a Rule shall be default under this lease. The Corporation shall not be liable or responsible to the Lessee for the non-observance or violation of Rules by any other Lessee or person.

15. Use of Premises. The Lessee shall not, without the written consent of the Corporation on such conditions as the Corporation 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 Lessee or members of Lessee's family but in no event shall more than two (2) persons, whose minimum age (except as set forth in Lessor's Bylaws at Article II. Section 2.4) can be no less than 45 years of age, and one of whom must be 55 years of age or older, permanently reside in the unit without written consent of the 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 code 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 Lessee as long as such occupancy does not violate applicable zoning laws, building codes or other rules and regulations of governmental authorities having jurisdiction. Occupancy by guests of the Lessee shall be for a period of time not exceeding one month 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. (For additional clarification refer to Renting Your Unit or Selling Your Share.)

16. Renting Your Unit or Selling Your Unit and Share.

A. Renting Your Unit - A Member shall not rent out only a portion of a unit. A Member shall not rent out the whole unit or renew or extend any previously authorized rental lease unless consent thereto shall have been duly authorized and approved by the Directors. Any consent to rentals may be subject to such conditions as the Directors may impose, and all properly promulgated rental rules and regulations. There shall be no limitation on the right of the Directors to grant or withhold consent, for any reason or for no reason, to a rental. No consent to a rental shall operate to release the Member from any obligation hereunder. No renter may sublet the unit.

B. Selling Your Unit and Share - The Member shall not assign or sell this lease or transfer the membership certificate appurtenant thereto 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 Member ("Seller"). Shall be delivered to the Corporation; and

(ii) An agreement executed and acknowledged by the Buyer, who shall meet the membership 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 Seller on and after the effective date of said assignment shall have been delivered to the Corporation, in which case the Seller'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 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 Buyer, with proper transfer taxes paid and stamps affixed, if any; and

(iv) Subject to the provisions of Paragraph 21B, all sums due from the Seller shall have been paid to the Corporation, together with a sum fixed by the Directors to cover a background check and/or screening fee of the Corporation and its management in connection with such assignment and transfer of membership certificate, providing same does not exceed the applicable fee set forth in Florida Statues Section 719.108(6) as amended from time to time.

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

C. Right of First Refusal - In the event the Directors disapprove the proposed assignment/sale and if a Member still desires to consummate such assignment/sale, the Member shall, thirty (30) days before such assignment/sale give written notice to the secretary of the Corporation of the Member's intention to assign/sell on a certain date, together with the price and other terms thereof (the "bona fide offer").

If the Corporation denies an assignment/sale for the reason that the proposed assignee/purchaser does not meet the membership requirements of the Corporation, the Corporation is not required to consider the bona fide offer. Otherwise, the Corporation is hereby given and granted a first right of refusal to assign each proprietary lease and to transfer the membership certificate which is appurtenant thereto. If the Corporation is desirous of exercising its first right of refusal to assign said proprietary lease and transfer its membership certificate on the same terms and conditions as are contained in a bona fide offer, then the Corporation shall notify the Member holding the proprietary lease of the exercise by the Corporation of its election to take an assignment , such notice to be in writing and sent by certified mail to said Member within fifteen (15) days of receipt by the Corporation of the Member's notice to the secretary of the Corporation of the Member's notice of the bona fide offer.

If the Corporation has elected to take an assignment as aforementioned, then, upon notifying the Member holding such proprietary lease and membership certificate of its elections, the Corporation shall execute an assignment together with the membership certificate appurtenant thereto, and shall consummate said sublease or assignment on all the terms and conditions as those contained in the bona fide offer. In the event the Directors do not exercise their right of first refusal within the fifteen (15) day period, then the Member desiring to assign may complete the assignment/sale and transfer of appurtenant membership 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 Member assigns without first complying with the terms hereof, the Corporation shall have the right to redeem the assignment or sublease 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 assignment of lease and membership certificate to the Corporation. An affidavit of the secretary stating that the Directors approved in all respects on a certain date the 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 assignment and that thereafter all provisions hereof which constitute conditions precedent to the subsequent 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 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. <u>Death of Lessee</u> - Memberships and leases may be held jointly with right of survivorship; however, in the case of the death of a member holding sole ownership of a membership certificate, the surviving spouse, if any, and if no surviving spouse, the other member or members 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 member (s) shall not result in less than 80% of all units in the mobile home park being occupied by at least one person 55 years of age or older; and if such surviving spouse or other surviving members of the decedent owner's family shall have succeeded to membership of the unit, by gifts, 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 members 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 member, 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 member. If the Directors consent, membership may be transferred by proper assignment of the proprietary lease and its appurtenant membership certificate to the person or persons so designated, who shall thereupon become Members 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 certificate appurtenant thereto transferred to 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 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 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 other than individuals natural persons are EXPRESSLY PROHIBITED Directors' consent therefore 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 the availability of I.R.C. Section 216 tax benefits for Members.

17. Lease Subordinate to Mortgages. This lease is currently not subject to a mortgage of the cooperative property. Any future mortgage of the cooperative property shall be superior to this lease. There shall be no reverse mortgage on the cooperative property. This clause shall be self-operative and no further instrument of subordination shall be required to give such mortgage priority over this lease.

18. Alterations to the Unit. The Lessee shall not, without first obtaining the written consent of the Corporation, alter in any way the unit which is leased hereunder, or add to the mobile home presently located upon the unit or any of its fixtures and appurtenances. The Lessee 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.

19. 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 Lessee shall be responsible for any insurance premium insuring Lessee's mobile home or its contents and the Lessee shall be responsible for maintaining the same. Lessee shall be responsible for procuring flood insurance, if available, in such amounts and coverages as Lessee shall determine. The Lessee shall not permit anything to be done or kept on or in his or her Unit that would increase the rate of reasonable fire or liability insurance on the cooperative property.

20. Construction or Mechanic's Lien. No Lessee 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 Lessee shall forthwith cause the lien to be discharged by payment, removal to security, or otherwise; and, if the Lessee 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 payments, 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 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 Lessee.

21. Pledge and/or Leasehold Mortgage or Membership Certificate and Lease.

A. A pledge and/or leasehold mortgage of this lease and the membership 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 certificate transferred of record on the books of the Corporation, or to vote such membership certificates, or occupy or permit the occupancy by others of the unit, or sell such membership certificate or this lease, without first obtaining the consent of the Corporation in accordance with and after complying with all of the provisions of Paragraph 16. 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. There shall be no reverse mortgages.

B. Secured Party - Notwithstanding the provisions of subsection A of this Paragraph 21 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 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 Lessee pursuant to the terms of this lease, and if Lessee shall fail to cure the default specified in such notice within the time an 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 Lessee, to cure said default for the account of the Lessee 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 the lease is terminated by the Corporation as provided in Paragraph 29 of this lease, or by agreement with Lessee, 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) may commence and prosecute a summary dispossess proceeding to obtain possession of the unit, all at the expense of the secured party, and (ii) upon securing possession, shall be privileged but not required to pay to secured party the full amount of its lien on the membership certificate or shall reissue the membership certificate to, and shall enter into a new proprietary lease for the unit with, the secured party or an individual designated by the secured party, all without the consent of the Directors to which reference is made in Paragraph 16. The holder of such certificate shall be a member of the Corporation and shall thereafter be liable for the share of common expenses or assessments by the Corporation pertaining to such unit and be obligated to perform all of the Lessee's covenants under this lease.

(iii) As to the priority between the lien of a secured party and the lien for assessments, whether a regular or special assessment, the lien for assessments shall be subordinate and inferior to any institutional purchase money secured party regardless of when said 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 purchase money secured party or a noninstitutional secured party. If the owner of an institutional security agreement-leasehold mortgage or any purchaser or purchasers of a unit obtains title of the unit (proprietary lease and its appurtenant membership 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 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 common expenses or assessments shall be deemed to be common expenses collectible from all of the members-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 common expenses or assessments attributable to his unit from the date of acquisition of said unit (proprietary lease and appurtenant membership certificate for said unit). In the event of a 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 Lessee of the proprietary lease all assessments, common expenses, or maintenance charges and other sums owed by the Lessee to the Corporation under this lease for the period ending on the date of reissuance of the aforementioned membership certificate of the Corporation including, without limitation, all sums owed under this lease.

(iv) If the purchase by the Lessee of the membership 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 lessee 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 certificate or shall reissue the membership 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, common expenses or assessments by the Corporation pertaining to such unit.

(v) 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 21: (a) the Corporation and the Lessee will not enter into any agreement modifying or cancelling this lease, (b) no amendment to the form, terms or conditions of this lease, as permitted by Paragraph 45, shall eliminate or modify any rights, privileges or obligations of a secured party as set forth in this Paragraph 21, (c) the Corporation will not terminate or accept a surrender of this lease, except as provided in Paragraph 29 of this lease and in subparagraph B(i) of this Paragraph 21, (d) the Lessee 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 certificate, and (g) any such further pledge or mortgage or security interest shall be void and of no effect.

(vi) 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 Lessee, 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).

(vii) Upon Lessee'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.

22. Corporation's Right To Remedy Lessee's Default. If the Lessee shall fail for thirty (30) days after notice to make repairs or perform maintenance to any part of the Unit or maintain, repair or replace structural components of the mobile home(s) on the Unit, or if mechanical, electrical or plumbing elements require repair or replacement to prevent damage to another Unit, or shall fail to remedy a condition on the Unit which has become objectionable to the Corporation, the Corporation shall have the right to access the Unit to perform all maintenance to the Unit, lot and home, as deemed necessary by the Board of Directors. The Board of Directors and the Association shall thereafter have the right to assess the costs of such maintenance, repair, or replacement, and/or the cost of any remedial action necessitated in the Board's discretion including attorney's fees or other costs of enforcement, against the Member as an Individual Special Assessment. Said Individual Special Assessment may be collected by any legal means pursuant to this Master Proprietary Lease and Florida Statutes, including but not limited to recording and foreclosing on a lien on the Unit for non-payment.

Notwithstanding the Corporation's right of access to perform such maintenance, repair or replacement, the Board of Directors may, in its business judgment, determine such self-help remedy to be unsafe or impracticable under the circumstances. If the Board, in its sole discretion, has determined such self-help remedy to be unsafe or unpracticable under the circumstances, then the right to a self-help remedy in such unsafe or impracticable circumstances shall not constitute an adequate remedy at law so as to deny the association injunctive relief.

In addition, if a Lessee shall fail for thirty (30) days after notice to make repairs or perform maintenance to any part of the Unit or maintain, repair or replace structural components of the mobile home(s) on the Unit, or if mechanical, electrical or plumbing elements require repair or replacement to prevent damage to another Unit, or the Lessee shall fail to remedy a condition on the Unit which has become objectionable to the Corporation, the Corporation shall have the right to levy fines against the Member or any occupant, licensee, or invitee of the Member after written notice and a hearing before the Fining Committee pursuant to the processes prescribed in Chapter 719, Florida Statutes, as amended from time to time. In such circumstance, the Corporation may, but shall not be obligated to, levy a fine not to exceed one hundred dollars ($100.00) per violation per occurrence, (or in such other amount as allowed by law) against the Lessee or other person sought to be fined, for failure to comply with the Cooperative documents. The Fining Committee shall be comprised of such persons as required by Chapter 719, Florida Statutes, as amended from time to time. The Corporation shall be entitled to collect fines and all expenses incurred in the fining process, which charges shall bear interest at the legal rate, until paid in full, and if unpaid for thirty (30) days, the Corporation shall have a cause of action for damages against the Lessee. Nothing in this paragraph shall be construed to limit rights and remedies the Corporation has under the law.

23. Surrender on Expiration of Term. On the expiration or termination of this Master Proprietary Lease, the Lessee shall surrender to the Corporation possession of the unit with all additions and improvements. Any personal property not removed by the Lessee 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 Lessee. Any personal property not removed by the Lessee at or prior to the termination of this Master Proprietary Lease may be removed by the Corporation to any place of storage and stored for the account of the Lessee 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.

24. Cooperation. The Lessee to this Master Proprietary Lease shall always in good faith endeavor to observe and promote the cooperative purposes for the accomplishment of which the Corporation is incorporated.

25. Waiver. The Failure of the Corporation to insist, in any one or more instances, upon strict performance of any of the provisions of this Master Proprietary Lease, or to exercise any right of 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 writing, expressly approved by Directors.

26. 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 Lessee, 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 Lessee, addressed to the Lessee's unit. 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 or address shall be deemed served when received.

27. Reimbursement of Corporation's Expenses. If the Lessee shall at any time be in default hereunder and the Corporation shall incur any expenses (whether paid or not) in performing acts which the Lessee 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 Lessee, the expense thereof to the Corporation, including reasonable attorneys' fees and disbursements (appellate fees and costs, if any) shall be charged to the Lessee by the Corporation, which charges shall bear interest at the legal rate until paid in full and, if unpaid for thirty (30) days, the Association shall have a cause of action for damages against the Lessee.

28. Corporation's Immunities.

A. The Corporation shall not be liable, except by reason of Corporation's negligence, for any failure or insufficiency of water supply, 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 Lessee. No abatement of assessments, 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 agreed to be furnished by the Corporation, due to accidents, alterations or repairs or to difficulty or delay in securing supplies or labor or other cause beyond Corporation's control, unless due to Corporation's negligence.

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 Lessee, and the Lessee 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.

29. 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 29, the Corporation shall give to the Lessee a notice stating that the term hereof will expire on a date at least five (5) days thereafter, the term of this Master Proprietary Lease or any assignment or assumption thereof (hereinafter for purposes of this Section referred to as "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 Lessee hereunder shall thereupon wholly cease and expire, and the Lessee shall hereupon 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 dispossess 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 Lessee shall cease to be the owner of the membership 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 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 statue 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 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 certificate to which it is appurtenant shall pass by operation of law or otherwise to whom such Lessee has assigned this lease in the manner herein permitted, but this subsection (vi) shall not be applicable if this Lease shall devolve upon the personal representatives of the Lessee and provided that, within eight (8) months (which period may be extended by the Directors) after the death, said lease and membership certificate shall have been transferred to any Assignee in accordance with Paragraph 16 hereof; or (vi) this Lease or the membership certificate to which it is appurtenant shall pass to anyone other than the Lessee herein named by reason of a default by the Lessee under a pledge or security agreement or a leasehold mortgage made by the Lessee;

C. If there be an assignment of this Lease, or any subletting hereunder, without full compliance with the requirements of Paragraph 17 hereof or if any person not authorized by Paragraphs 15 or 16 shall be permitted to use or occupy the unit and the Lessee shall fail to cause such unauthorized person to vacate the unit within ten (10) days after written notice from the Corporation

D. If the Lessee shall be in default for a period of three months in the payment of, 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 Lessee shall be in default in the performance of any covenant or provision hereof, other than the covenant to pay assessments, 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 Lessee 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 Lessee or of a person dwelling or visiting in the unit, repeated after written notice from Corporation, the tenancy of the Lessee 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 Lessee shall default in the payment or performance of any of Lessee's obligations under any pledge or leasehold mortgage or other security agreement (the "security agreement") given a secured party (who has complied with the provision 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 (⅔) 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 ninety percent (90%) of its then Membership 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 (⅔) 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 seventy-five (75%) of its then Membership Certificates at a meeting duly called for the purpose, then all proprietary leases shall be terminated.

30. Corporation's Rights After Lessee'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 Lessee in the payment of any maintenance fee, sums, charges, common expenses or assessments due hereunder, or on the expiration of the term pursuant to a notice given as provided in Paragraph 29 here of upon the happening of any event specified in subsections A to G inclusive of Paragraph 29, Lessee shall continue to remain liable for payment of a sum equal to the sum 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 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 Lessee, in the name of the Lessee 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 Master Proprietary Lease or any assignment or assumption thereof, and may grant concessions or free rent, in its discretion. Any reletting of the unit shall be deemed for the account of the Lessee, unless within ten (10) days after such reletting the Corporation shall notify the Lessee 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 Lessee shall not prevent the Corporation from thereafter notifying the Lessee that it proposes to relet the unit for its own account. If the Corporation relets the unit as agent for the Lessee, it shall, after reimbursing itself for its expenses in connection therewith, including a reasonable amount for attorney's fees and expenses, and repairs in and to the unit, apply the remaining avails for such reletting against the Lessee's continuing obligations hereunder. There shall be a final accounting between the Corporation and the Lessee upon the earliest of the four (4) 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 Lessee that it has relet the unit for its own account; (iv) there upon which all proprietary leases of the Corporation terminate. From and after the date upon which the Corporation becomes obligated to account to the Lessee, as above provided, the Corporation shall have no further duty to account to the Lessee for any avails of reletting and the Lessee shall have no further liability for sums thereafter accruing hereunder, but such termination of the Lessee's liability shall not affect any liabilities theretofore accrued.

B. If the Lessee 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 Lessee, and apply the amount to pay sums due or to become due from the Lessee to the Corporation. Any payment by a subtenant to the Corporation shall constitute a discharge of the obligation of such subtenant to the Lessee, to the extent of the amount so paid. The acceptance of rent from any subtenant to the Lessee shall not be deemed a consent to or approval of any subletting or assignment by the Lessee or a release or discharge of any of the obligations of the Lessee hereunder.

C. Upon the termination of this Master Proprietary Lease or any assignment or assumption thereof under the provisions of subsections A to G inclusive of Paragraph 29, the Lessee shall surrender to the Corporation the membership certificate of the Corporation owned by the Lessee 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 certificate of the Corporation owned by the Lessee and allocated to the unit when a purchaser therefor is obtained, provided that the issuance of such membership 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 certificates of the Corporation accompanying proprietary lease then in force. Upon such issuance the certificate owned or held by the Lessee shall be automatically cancelled and rendered null and void. The Corporation shall apply the proceeds received for the issuance of such membership certificates first, towards the payment of Lessee's indebtedness hereunder (including interest, and 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 29 by reason of a default under the security agreement towards the payment of Lessee's indebtedness under the security agreement (including costs, expenses and charges payable by Lessee thereunder); and third, if the proceeds are sufficient to pay the same, the Corporation shall pay over any surplus to the Lessee, but, if insufficient, the Lessee 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 Lessee's liability hereunder shall abate and the Lessee shall only be liable for rent and expenses accrued to the time. The Corporation shall not, however, be obligated to sell such membership certificate and appurtenant lease or otherwise make any attempt to mitigate damages.

31. Waiver of Right of Redemption. The Lessee hereby expressly waives any and all right of redemption in case the Lessee shall be dispossessed by judgement or writ of any court or

judge. The words "enter", "reentry," as used in this lease are not restricted to their technical legal meaning.

32. Surrender of Possession. Upon the termination of this Master Proprietary Lease or any assignment or assumption thereof, under the provisions of subsections A to G inclusive of Paragraph 29, the Lessee shall remain liable as provided in Paragraph 29 of this Lease. Upon the termination of this Lease under any other of its provisions, the Lessee shall be and remain liable to pay all rent or assessments, additional rent and other charges due or accrued and to perform all covenants and agreements of the Lessee up to the date of such termination. On or before any such termination the Lessee 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 Lessee in the unit.

33. 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 Members 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 Members of the Corporation, and all of the holders of membership certificates of the Corporation shall have such rights as inure to shareholders of corporation having title to real estate. Each member shall own his equity interest in the Corporation equal to his percentage of ownership of equity interest and percentage of sharing of common expense as set out in the Bylaws of the Corporation.

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

35. 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 Lessee 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 appointment 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 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.

36. To Whom Covenants Apply. The reference herein to the Corporation shall be deemed to include its successors and assigns, and the reference herein to the Lessee or to a Member of the Corporation shall be deemed to include the personal representatives, legatees, distributees, and assigns of the Lessee or of such Member; and the covenants herein contained shall apply to, bind and inure to the benefit of the Corporation and its successors and assigns, and the Lessee and the personal representatives, legatees, distributees, successors and assigns of the Lessee, except as herein above stated.

37. Corporation's Additional Remedies. In the event of a breach or threatened breach by Lessee or 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.

38. Lessee More Than One Person. If more than one person is named as Lessee 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 Lessee 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 Lessee shall be jointly and severally liable for all of the Lessee's obligations hereunder. Any notice by the Corporation to any person named as Lessee shall be sufficient and shall have the same force and effect, as though given to all persons named as Lessee.

39. 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.

40. Notice to Corporation of Default. The Lessee 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 Lessee's failure to pay rent or assessments, 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 Lessee has given written notice thereof to the Corporation.

41. Unity of Membership Certificate and Lease. The membership certificate of the Corporation held by the Lessee 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 lessees for their mutual benefit:

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

B. The membership 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.

42. 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 observed on the date of the recording of the original 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.

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

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

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

45. Amendment of this Lease. This proprietary lease may be amended by the vote of not less than two-thirds (2/3) of the voting interests who are present (in person or by proxy) at the meeting set forth in a proper notice of members' meeting given pursuant to the Bylaws, where a quorum is obtained. Amendments may be proposed by either the Board of Directors or by not less than fifty percent (50%) of the Members 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. Members not present at the meeting considering the amendment may appoint a member to act as proxy for the purposc 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 member shares the common expenses and the common surplus unless the member and all lienors of record on affected unit shall join in the execution of the amendment.

No amendment shall be effective unless the written consent of the Mortgagee holding the blanket mortgage on the cooperative, if any, is obtained before the recording thereof.

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 proprietary lease with respect to institutional mortgagees without the written approval of all institutional mortgagees or records.

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

46. Articles of Incorporation, Bylaws, Rules and Regulations. This lease is subject to, and Corporation and Lessee 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. Lessee acknowledges that her or shc has been provided with a copy of thc Amended and Restated Articles of Incorporation, the Bylaws and the present Rules and Regulations of the Corporation and that they have read them and understands their contents. Copies of the Amended and Restated Articles of Incorporation, Bylaws and Rules and Regulations, are recorded immediately after this lease.

47. Indemnity. Lessee shall indemnify the Corporation and hold it harmless from any claims or demands arising from:

A. Lessee's use or possession of the property and the conduct of Lessee on the property and anything done or permitted by Lessee in or about the property, or any of them;

B. Any default of Lessce under this lease;

C. The negligence of Lessee and his agents, contractors or employees, or any of them;

D. Any damage to the property of Lessee 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 Lessee;

F. All costs, attorney's fees, and expenses (including appellate fees) incurred by the Corporation in connection with matters indemnified against. Lessee 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.

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

49. General Obligations. Members shall at all times:

A. Comply with all obligations imposed on mobile home owners by applicable provisions of building, housing and health codes.

B. Keep the Unit and mobile home located thereon in a clean and sanitary condition, and in good repair.

C. Comply with the Rules of the Corporation and require others on the Cooperative property with their consent to comply therewith and to conduct themselves in a manner that does not unreasonably disturb other residents or staff of the Cooperative property or constitute a breach of the peace.

50. Material Alteration to Common Elements: the common elements/areas of the Cooperative shall not be materially altered unless approved by a majority of the voting interests of the Corporation. This section shall not apply to alterations to common elements/areas that are made for the safety of the property or members; to maintenance or repair of a common element/area; or to replacement of a common element with like kind.

"Substantial rewording of document. See existing provision for present text."

AMENDMENT AND RESTATEMENT ARTICLES OF INCORPORATION OF WESTWINDS VILLAGE, INC

The undersigned hereby certify and acknowledge that these amended and restated Articles of Incorporation for WESTWINDS VILLAGE, INC., a corporation originally named WESTWINDS VILLAGE MOBILE HOME OWNERS ASSOCIATION, INC., and organized under and by virtue of the laws of the State of Florida as contained in Chapter 617 and Chapter 719, Florida Statutes, as amended (the "Acts") and originally filed with the Secretary of State on May 25, 1983 and amended by Certificate of Amendment filed on April 18, 1991, have been duly adopted by the members this 22nd day of April, 1991. Any amendments included herein have been adopted pursuant to Section 617.0201(4), Florida Statutes, and there in no discrepancy between the Corporation's Articles of Incorporation as therefore amended and the provisions of the Restated Articles of Incorporation other than the inclusion of these amendments and the omission of matter of historical interest.

ARTICLE 1. NAME

The name of the corporation shall be WESTWINDS VILLAGE, INC.

ARTICLE 2. DURATION

The date of commencement of corporate existence shall be on May 25, 1983. The period of duration of the corporation shall be perpetual.

ARTICLE 3. PURPOSE AND POWERS

The general purpose for which the corporation is organized is to engage in, conduct and carry on the business of operation of a mobile home cooperative pursuant to F.S. Chapter 719, the corporation has the power to negotiate for, acquire, and operate the mobile home park on behalf of the mobile home owners, to engage in activities which are necessary, suitable or convenient for the accomplishment of that purpose, or which are incidental thereto or connected therewith, and to transact any or all lawful business for which corporations may be incorporated under the Acts. In addition, the corporation shall have all the powers specified in Section 617.021 Florida Statutes. Upon completing the purchase of the Mobile Home Village, it shall convert the same to a condominium, cooperative or other type of ownership, whereupon the corporation shall have all the powers necessary and/or convenient for the operation and management of such condominium, cooperative, or other type of resident-owned mobile home community. Additionally, the Corporation reserves the right to acquire additional lands: whereupon the Corporation shall have all the powers necessary and/or convenient for the operation and management of such property.

ARTICLE 4. MEMBERSHIP

Membership in this corporation shall be limited to lessees or a family members of a lessee of WESTWINDS VILLAGE, INC., a Residential Cooperative, (hereafter "Mobile Home Village") who have purchased membership certificates in the corporation. Upon the transfer of a membership certificate, either voluntarily, or by operation of law, the transferee shall become a member of the corporation if all the requirements for membership have been met.

ARTICLE 5. REGISTERED OFFICE AND AGENT

The street address of the registered office of this corporation is 12140 Carissa Commerce Court, Suite 100, Fort Myers, FL 33966, and name of the registered agent of the corporation at such address is Becker & Poliakoff, P.A.

ARTICLE 6. DIRECTORS

The Board of Directors shall consist of no more than seven (7) members.

ARTICLE 7. INCORPORATORS

The name and address of the original incorporators of the corporation is as follows:

Name	Address
C. Michael Mullen	A-15, 5316 53rd Avenue East Bradenton, FL 34203
Lawrence Dolan	B-14, 5316 53rd Avenue East Bradenton, FL 34203
Vivian Bussell	B-17, 5316 53rd Avenue East Bradenton, FL 34203
James VanDamme	M-16, 5316 53rd Avenue East Bradenton, FL 34203
Henry Zube	J-1, 5316 53rd Avenue East Bradenton, FL 34203
Merton Greene	B-18, 5316 53rd Avenue East Bradenton, FL 34203
George Ruo	J-7, 5316 53rd Avenue East Bradenton, FL 34203
James Bussell	B-17, 5316 53rd Avenue East Bradenton, FL 34203

ARTICLE 8. PROVISION FOR THE REGULATION OF THE BUSINESS AND FOR THE CONDUCT OF THE AFFAIRS OF THE CORPORATION

8.1 Meetings of Members and Directors. Meetings of the members and directors of the corporation may be held within the State of Florida at such place or places as may from time to time be designated in the Bylaws or by resolution of the Directors.

8.2 Bylaws. The power to amend or repeal the Bylaws or to adopt new Bylaws shall be in the members as provided in the Bylaws. The Bylaws may contain any provision for the regulation and management of the corporation which are consistent with the Acts and these Articles of Incorporation.

8.3 Contract in Which Directors Have an Interest. No contract or other transaction of the Corporation with any person, firm or corporation or no contact or other transaction in which the corporation is interested shall be invalidated or affected by (a) the fact that one or more of the directors or officers of another corporation, or (b) the fact that any director, individually or jointly with others, may be a party to or may be interested in the contract or transaction and each person who may become a director of the corporation is hereby relieved from any liability that might otherwise arise by reason of his contracting with the corporation for the benefit of himself or any firm, or corporation in which he may be interested.

8.4 Amendment to these Articles: These Articles of Incorporation may be amended if approval by the vote of two-thirds (2/3) of the voting interests present in person or by proxy at the meeting set forth in a proper notice of members meeting given pursuant to the Bylaws where a quorum is obtained.

IN WITNESS WHEREOF, the undersigned, being the President and Secretary of the corporation, executed these Articles of Incorporation and certified to the truth of the facts herein stated, this 23 day of February, 2026.

______________________________, PRESIDENT

Donald Hoaty ____________________, SECRETARY

STATE OF FLORIDA

COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ____ online notarization, this 23rd day of February, 2026 by Vicki L. Beaty, as President, and Donald Holtz, as Secretary of Westwinds Village, Inc., a Florida not-for-profit corporation, on behalf of said Corporation. They are ✓ personally known to me or ____ have produced ________________ as identification and who did take an oath.

MARY R. HAWK
MY COMMISSION # HH 566159
EXPIRES: June 30, 2028

Notary Public, State of Florida

My Commission Expires; 6/30/28

"Substantial rewording of document. See

existing provision for present text."

BYLAWS

TABLE OF CONTENTS

BYLAWS OF
WESTWINDS VILLAGE, INC.
A FLORIDA NOT FOR PROFIT CORPORATION

ARTICLE I. GENERAL PROVISION

1.1 Name. The name of this corporation shall be WESTWINDS VILLAGE, INC.

1.2 Principal Office. The principal office of the Corporation shall be at 5316 53rd Avenue, East, Bradenton, Florida 34203, or at such other place as may be subsequently designated by the Board of Directors (hereafter "Board" and sometimes "Directors").

1.3 Definitions. These Bylaws shall govern the operation of the Corporation, of WESTWINDS VILLAGE, INC., a Residential Cooperative, which is a mobile home village. Any terms not defined in these Bylaws shall have those definitions established by the applicable Florida Statutes, except that if any definition in these Bylaws conflicts with a definition in the Florida Statutes, where permissible, the definition in these Bylaws shall prevail.

ARTICLE II. MEMBERSHIP AND VOTING RIGHTS

2.1 Membership. Membership in this Corporation shall be limited to lessees or a family member of a lessee of WESTWINDS VILLAGE, a Residential Cooperative, further described as a mobile home village, (hereafter "Mobile Home Village") who have purchased membership certificates in the Corporation. Upon the transfer of a membership certificate, either voluntarily, in accordance with these Bylaws, or by the operation of law, the transferee shall become a member of the Corporation if all the requirements for membership have been met. If the membership certificate is vested in more than one person, all of the persons owning the membership certificate shall be eligible to hold office, attend meetings, and act as full members of the Corporation; but, as hereinafter indicated, the vote of a membership certificate shall be cast by the "voting member".

2.2 Voting.

(a) The owner of each membership certificate shall be entitled to one vote. If an owner owns more than one membership certificate, he shall be entitled to one vote for each certificate. Each membership certificate's vote shall not be divisible.

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall be present shall be binding upon all membership certificate owners for all purposes, except where otherwise provided by law, in the Articles of Incorporation or in these Bylaws; and, as used in these Bylaws and the Articles of Incorporation, the term majority of the members shall mean those membership certificate owners having more than fifty percent (50%) of the total authorized votes of all membership certificates present, in person or by proxy, and voting at any meeting of the membership at which a quorum shall be present. The Corporation shall be entitled to vote all membership certificates which the Corporation owns.

(c) Quorum. Unless otherwise provided in these Bylaws, the presence in person or by proxy of a majority of the designated voting membership shall constitute a quorum.

(d) Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing, signed by the person entitled to vote, shall be filed with the Secretary of the Corporation prior to or at the meeting at which they are to be used, and shall be only effective for the specific meetings for which originally given and any lawful recess or adjournment to a specific date thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was issued.

(e) Designation of Voting Member. If a membership certificate is owned by more than one member, the member entitled to cast the membership vote shall be designated in a certificate which shall be filed with the Secretary after being signed by all of the members owning an interest in such certificate. Each such certificate shall be valid until revoked or superseded by a subsequent certificate. Notwithstanding the foregoing, if a certificate is owned jointly by a husband and wife, they may designate a voting member; or, not having designated a voting member, if only one is present at a meeting, that owner may cast the membership vote; or, if they are both present at a meeting and are unable to agree upon any subject requiring a vote, then there shall be no vote cast by the membership certificate on that particular subject at that meeting.

2.3 Minimum Age. No more than two (2) adult persons whose minimum age can be no less than 45 years of age, and one of whom must be 55 years of age or older, shall be permitted to permanently reside in the WESTWINDS VILLAGE, a Residential Cooperative. Notwithstanding the foregoing, any person permanently residing in the Mobile Home Village prior to July 8, 1991 shall be entitled to remain a resident even though under 45 years of age.

ARTICLE III. MEMBERSHIP AND MEETINGS

3.1 Place. All meetings of the membership shall be held in the Clubhouse of the Mobile Home Village or at such other place and at such time as shall be designated by the Directors and stated in the notice of the meeting.

3.2 Notices. The Secretary shall send by regular mail or deliver a notice of each annual or special meeting to each member and post a copy of the notice in a conspicuous place on the bulletin board located in the Clubhouse in the Mobile Home Village at least fourteen (14) days, but not more than sixty (60) days, prior to such meeting. Notice of any meeting shall list the time, place, and purpose thereof. All notices shall be mailed, or delivered to all members at the address of record of the member as it appears on the books of the Corporation, or sent by electronic mail to members who have consented in writing to receive official notices from the Corporation via email. Proof of posting, delivery or mailing of notice shall be given by the affidavit of the person serving the notice. Notice of special meetings may be waived by members before or after the meeting.

3.3 Annual Meeting. The annual meeting to elect Directors and transact any other authorized business shall be held in February of each year, or at such other time as shall be selected by the Directors. At the annual meeting, the members shall elect the Directors by a plurality vote (cumulative voting prohibited) and shall transact such other business as may be properly brought before the meeting.

3.4 Regular Meetings. Regular meetings of the members for any purpose, unless otherwise prescribed by statute, may be established by Resolution of the Board of Directors from time to time. A copy of such Resolution shall be posted in a conspicuous place on the bulletin board located inside the recreation hall in the park at least fourteen (14) days before the first of such regular meetings. Unless otherwise prescribed by statute, the Secretary shall not be required to send by regular mail or deliver a notice of each regular meeting to each member; however, the Secretary shall make certain that a copy of the Board Resolution authorizing the regular meetings shall be posted continuously in a conspicuous place on the bulletin board located inside the recreation hall in the park. The Board resolution shall list the time, date, and place of the scheduled regular meetings. No further notice of regular meetings shall be required.

3.5 Special Meetings. Special meetings of the members for any purpose, unless otherwise prescribed by statute, may be called by the President or shall be called by the President or Secretary at the request, in writing, of a majority of the Directors or at the request, in writing, of voting members representing a majority of the total number of membership certificates outstanding. Such a request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subject(s) stated in the notice of meeting.

3.6 Waiver and Consent. Whenever the vote of the members at a meeting is required or permitted by any provision of the statutes or the Articles of Incorporation or of these Bylaws to be taken in connection with any action of the Corporation, the meeting and vote of members may be dispensed with if all of the members, who would have been entitled to vote upon the action of such meeting if such meeting were held, shall consent in writing to such action being taken. Membership certificate owners may waive notice of specific meetings and may take action by written agreement without meetings.

3.7 Adjourned Meetings. If any meeting of the members cannot be organized because a quorum is not present either in person or by proxy, the meeting shall be adjourned from time to time until a quorum is present.

3.8 Order of Business. The order of business at annual meetings and, as far as practical, at other meetings of the membership, shall be:

(a) Call to order by President or Chairman

(b) Calling of the roll and certifying of proxies

(c) Proof of notice of the meeting or waiver of notice

(d) Reading and disposal of any unapproved minutes

(e) Reports of officers

(f) Reports of committees

(g) Appointment of inspectors of election

(h) Election of directors

(i) Unfinished business

(j) New business

(k) Adjournment

3.9 Minutes of Meeting. The minutes of all meetings of the membership shall be kept in a book available for inspection by the members or their authorized representative and board members at any reasonable time. The Corporation shall retain these minutes for not less than seven (7) years.

ARTICLE IV. DIRECTORS

4.1 Membership. The affairs of the Corporation shall be managed by a Board of seven (7) Directors, or such smaller number as may be set by the membership. All Directors shall be owners of a membership certificate or shall be the designated voter of an owner of such a membership certificate. No Director shall continue to serve on the Board after he or she ceases to be an owner of a membership certificate or the designated voter of a membership certificate in the Corporation.

4.2 Election of Directors. Election of Directors shall be conducted in the following manner.

(a) Election of Directors shall be held at the annual meeting of the membership.

(b) A search team of three (3) members, one of whom shall be on the Board of Directors, may be appointed by the Board of Directors not less than sixty (60) days before the annual meeting of the membership. The team may suggest one candidate for each vacancy. Notwithstanding this Section 4.2(b), all eligible members may nominate themselves in the manner provided by these Bylaws and Chapter 719, Florida Statutes. The team may make and publish at least forty-five (45) days before the election the rules to be followed at each election of the Directors, which rules shall comply with these Bylaws and Chapter 719, Florida Statutes. (This section applies to elections whereby vacancies are created by expiration of the board member's term. Filling other vacancies, created by resignation, death, disqualification, or recall of a board member, is governed by Section 4.2 (e) of these Bylaws.)

(c) The election shall be by ballot (unless dispensed with by unanimous consent) and by plurality of the votes cast, each person voting being entitled to cast a vote for each of as many nominees as there are vacancies to be filled (there shall be no cumulative voting).

(d) At any time after a majority of the Board is elected at a duly convened or regular or special meeting of the membership at which a quorum is present, any one or more of the Directors may be removed, with or without cause, by the affirmative vote of voting members casting not less than two-thirds (⅔) of the total votes present at such meeting. A successor may then and there be elected to fill any vacancy created. Should any vacancy not be filled, the Board may fill the vacancy in the manner provided below.

(e) If the office of any Director becomes vacant because of death, resignation, retirement, disqualification, or removal from office, a majority of the remaining Directors, though less than a quorum, shall choose a successor who shall hold office for the balance of the unexpired term of office of the Director he or she replaces.

(f) Any Director may resign at any time by sending written notice of such resignation to the office of the corporation. Any Director shall become disqualified to hold office upon the transfer of his membership certificate or termination of the certificate designating the Director as being the designated voter for a membership certificate.

4.3 Terms of Directors. The term of the Board of Directors shall be for three years. Directors terms are staggered, in that at each annual meeting, either two or three members' terms expire and are up for election pursuant to a schedule kept by the Association.

4.4 Organizational Meeting. The organizational meeting of the Board of Directors shall be held immediately after their election at the annual meeting and no further notice of the organizational meeting shall be necessary.

4.5 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Adequate notice of all meetings shall be posted in a conspicuous place upon the cooperative property at least 48 continuous hours preceding the meeting, except in an emergency. Written notice of any meeting at which nonemergency special assessments, or at which amendment to rules regarding unit use, will be considered shall be mailed, delivered, or electronically transmitted to the unit owners and posted conspicuously on the cooperative property not less than 14 days before the meeting. Notice of any meeting where the budget is to be considered for any reason, including notice that the budget will be considered, shall be posted conspicuously on the bulletin board provided for that purpose located at the Clubhouse at least forty-eight (48) hours in advance of such meeting. Board meetings to adopt the annual budget shall be noticed 14-days in advance per Section 719.106, *Florida Statutes*, as amended from time to time.

4.6 Special Meetings. Special meetings of the Directors may be called by the President, or in his absence, by the Vice President and must be called by the President or Secretary at the written request of one-third (⅓) of the members of the Board. Notice of Special Meetings shall be given in compliance with Section 4.5 herein.

4.7 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting unless the Director states that his attendance is for the express purpose of objecting to the transaction of business because the meeting is not lawfully called.

4.8 Quorum. A quorum at a Directors meeting shall consist of a majority of the entire Board of Directors.

4.9 Adjourned Meetings. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted. Notice of an adjourned meeting shall be posted in accordance with the notice requirements of regular meetings (see Section 4.5 above).

4.10 Chairman of the Board. The presiding officer of the Directors meeting shall be the President of the Corporation who shall also be the Chairman of the Board and, in the absence of the Chairman of the Board, a temporary Chairman selected by a majority of the Board shall preside.

4.11 Order of Business: The order of business at Directors meetings shall be:

(a) Roll Call
(b) Reading of minutes of the last meeting
(c) Consideration of communications
(d) Resignation and elections
(e) Reports of officers and employees
(f) Reports of committees
(g) Unfinished business
(h) Original resolutions and new business
(i) Adjournment

4.12 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by the membership or their authorized representatives. Minutes of the meetings of the Board of Directors shall be retained for a period of not less than seven (7) years.

4.13 Executive Committee. The Board of Directors may, by resolution duly adopted, appoint an executive committee to consist of three (3) of the members of the Board of Directors.

Such executive committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Cooperative during the intervals between the meetings of the Board of Directors insofar as any be permitted by law, except that the executive committee shall not have the power to establish the budget of the Corporation or determine the cash requirements or rent or assessments payable by the membership to meet the common expenses of the Cooperative or to amend or adopt rules governing the details of the operation and use of the Cooperative property.

4.14 Compensation. Directors shall not be entitled to any compensation for their services except as provided in Section 6.6 of these Bylaws.

ARTICLE V. POWERS AND DUTIES OF THE DIRECTORS

5.1 The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Corporation and may do all acts except such acts which by law or these Bylaws may not be delegated to the Board of Directors by the members. The Board of Directors shall have the power and duty to operate and maintain the common areas; determine the expenses required for the operation of the Corporation; collect rent and other assessments necessary for the common expenses of the Corporation; employ personnel necessary for the operation of the common areas; adopt rules and regulations covering the details of the operation of the Mobile Home Village; maintain bank accounts; purchase, lease or acquire membership certificates in the name of the Corporation; sell, sublet, transfer, mortgage or otherwise deal with the corporate assets; obtain insurance; borrow money on behalf of the Corporation when required in connection with capital improvements, operation, care, upkeep and maintenance of the common areas. The consent of two-thirds (⅔) of the membership present in person or by proxy at a duly called and convened association meeting shall be obtained prior to borrowing any sum.

5.2 The Board of Directors shall: exercise all of the powers specifically set forth in the Articles of Incorporation, these Bylaws, and the laws of Florida; impose a fee not to exceed the applicable fee set forth in Florida Statutes Section 719.108(6), as amended from time to time for the reasonable expenses required for the transfer, sublease or sale of a membership certificate; collect delinquent and assessments by suit or otherwise; abate nuisances; enjoin or seek damages from members for violation of these Bylaws and the terms and conditions of any proprietary lease, or rules and regulations.

5.3 The Board of Directors shall assess the membership during each fiscal year in an amount sufficient to pay all operating expenses of the Corporation including debt service, to the extent that the expense of this item in the annual budget is greater than the income available for debt service. Available income shall be a sum equal to interest and principal payments to be received from members.

ARTICLE VI. OFFICERS

6.1 President. The President shall be the chief executive officer of the Corporation and Chairman of the Board of Directors. The President shall preside at all meetings of the membership. The President shall have general supervision over the affairs of the Corporation and other officers. The President shall sign all written contracts and perform all of the duties incident to the office and such duties as may be delegated from time to time by the Board.

6.2 Vice President. The Vice President shall perform such duties as may be required by the Board and, in the absence of the President, those duties incidental to the office of President.

6.3 Secretary. The Secretary or Assistant Secretary shall issue notices of meetings, shall attend and keep minutes of all meetings, and shall have charge of all of the books and records of the Corporation, except those kept by the Treasurer.

6.4 Treasurer. The Treasurer shall have custody of the Corporation's funds and securities. The Treasurer shall keep full and accurate accounts of the Corporation's receipts and disbursements and shall deposit all monies and other valuable effects in the name of and to the credit of the Corporation in such depositories as may be designated by the Board. The Treasurer shall account for the Corporation and the members in accordance with Florida law.

6.5 Officers. The officers of the Corporation shall hold office and serve until their successors are elected by the Board of Directors of the Corporation.

6.6 Compensation. The President and Vice President shall not receive compensation for their services. The Secretary and Treasurer or Secretary-Treasurer may be compensated upon the affirmative vote of two-thirds (⅔) of the Board of Directors.

6.7 Resignations. Any officer may resign his post at any time by written resignation delivered to the Secretary, which shall take effect immediately unless a later date is specified therein.

ARTICLE VII. CORPORATE FUNDS

7.1 Depositories. The funds of the Corporation shall be deposited in such banks and depositories as may be determined and approved by resolutions of the Board. Funds shall be withdrawn only upon checks and demands for money signed by such officer or officers as may be designated by the Board.

7.2 Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January each year; provided, however, the Board is expressly authorized to change to a different fiscal year if it deems it advisable.

7.3 Cash Requirements. Each owner of a membership certificate shall be liable for a 1/430 _percentage or portion of the common expenses.

7.4 Assessments. Common expense assessments and the budget which is the base for the assessments shall be per law. If the annual assessment proves to be insufficient, it may be amended at any time by an action of the majority of the Board of Directors of the Corporation. The unpaid assessments for the remaining portion of the year shall be due in equal monthly installments on the first day of each subsequent month during the year for which the assessment is made. If any annual assessment is not made or required, a payment in the amount required by the last prior assessment shall be due upon each assessment's payment date until changed by a new assessment. Assessments shall be made in amounts no less than are required to provide funds in advance for the payment of all of the anticipated current operating costs and expenses and for all of the unpaid operating expenses previously incurred by the Corporation.

7.5 Certain of the units in the Mobile Home Village may be owned by the Corporation from time to time. The Corporation intends to add the cost of carrying those units to the cost of the membership certificate and proprietary lease for that unit when sold.

7.6 Determination of Assessments.

1. (a) The Directors shall fix and determine the sum or sums necessary and adequate to assess members for their share of the common expenses by a budget to be adopted by the Board of Directors. Common expenses shall include expenses for the operation, maintenance, repair, or replacement of the common areas; costs of carrying out the powers and duties of the Corporation; all insurance coverage; and any other expenses designated as common expenses by the Directors or the proprietary lease. Funds for the payment of common expenses shall be assessed against members as provided in these Bylaws and the proprietary leases. Assessments shall be payable monthly in advance and shall be due on the first day of each month unless otherwise ordered by the Directors. Assessments shall be made against members monthly, as aforesaid, in an amount

required to provide funds in advance for payment of the anticipated current operating expenses and unpaid operating expenses previously incurred. Special assessments, if necessary, shall be levied in the same manner as regular assessments and shall be payable in the manner determined by the Directors. All funds due under these Bylaws are common expenses.

(b) A copy of the proposed budget shall be mailed to the members not less than thirty (30) days before the Board meeting at which the budget will be considered, together with a notice of that meeting.

(c) If an adopted budget requires assessment against the unit owners in any fiscal or calendar year which exceeds 115 percent of the assessments for the preceding year, the board upon written application of 10 percent of the voting interests to the board, shall call a special meeting of the unit owners within 30 days, upon not less than 10 days' written notice to each unit owner. At the special meeting, unit owners shall consider and enact a budget. Unless the bylaws require a larger vote, the adoption of the budget requires a vote of not less than a majority of all the voting interests. In determining whether assessments exceed 115 percent of similar assessments for prior years, any authorized provisions for reasonable reserves for repair or replacement of cooperative property, anticipated expenses by the association which are not anticipated to be incurred on a regular or annual basis, insurance premiums, or assessments for betterments to the cooperative property must be excluded from computation.

(d) The proposed annual budget of common expenses must be detailed and must show the amounts budgeted by accounts and expense classifications. The board of administration shall adopt the annual budget at least 14 days before the start of the association's fiscal year. In the event that the board fails to timely adopt the annual budget a second time, the prior year's budget shall continue in effect until a new budget is adopted.

2. In addition to annual operating expenses, the budget must include reserve accounts for capital expenditures and deferred maintenance. These accounts must include, but not be limited to, roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and for any other items for which the deferred maintenance expense or replacement cost exceeds $10,000. The amount to be reserved must be

computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of the reserve item. The members may determine, by a majority vote of the total voting interests, to provide no reserves or less than adequate reserves.

7.7 Intentionally left blank.

7.8 Application of Payments and Commingling of Funds. All sums collected by the Corporation from common expense assessments, other charges and income may be commingled in a single fund or divided into more than one fund, as determined by the Directors. Any delinquent payment by a member shall be applied to interest, costs, attorney's fees, other charges, expenses, advances and general or special assessments in such manner and amounts as the Directors determine.

7.9 Acceleration of Assessment Installments Upon Default. If a member shall be in default in the payment of an installment upon an assessment, the Directors may accelerate the installments of the assessment, upon notice to the member, and the unpaid balance of the assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the member, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail whichever shall first occur. If the Directors record a Claim of Lien against the unit per Section 11.2, then the accelerated assessments shall include the amounts due for the remainder of the budget year in which the Claim of Lien is filed.

7.10 Fidelity Bonds. The members shall obtain fidelity bonding of all officers or directors of the Corporation who control or disburse funds of the Corporation. The Corporation shall bear the cost of any such bonding.

7.11 Accounting Review or Audit. A review of the accounts of the Corporation shall be made in compliance with law from time to time as directed by the Directors. A copy of any report received as a result of a review, audit, or written summaries thereof shall be furnished to each member of the Corporation within 21 days after the financial report is completed or received by the Association, but no later than 120 days after the end of the fiscal year. The report shall meet the requirements of Section 719.104(4), *Florida Statutes*.

7.12 Accounting Records and Reports. The accounting records of the Corporation shall be maintained according to generally accepted accounting practices and shall be open to inspection by members or their authorized representatives at reasonable times. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each membership certificate designating the name and current mailing address of the member, the amount of each assessment, the dates and the amounts in which the assessments come due, the amount paid upon the account, and the balance due.

7.13 Tax Deduction Statement. The Corporation shall, on or before March 15 following the close of the fiscal year, send to each member listed on the books of the Corporation for the prior fiscal year a statement setting forth the amount per membership certificate of that portion of the amounts paid by such member under his proprietary lease during such year which has been used by the Corporation as the member's agent for payment of real estate taxes and interest.

7.14 Application of Payment. All payments by a member shall be applied as provided herein and in the proprietary lease for his unit.

7.15 Transfer Fees. The Association may impose a transfer fee for transfer of a unit pursuant to and not to exceed the applicable fee set forth in Section 719.106(1)(i), *Florida Statutes*, as amended from time to time. The Association may also charge a fee for the preparation of estoppel certificates pursuant to Section 719.108(6), *Florida Statutes*, as amended from time to time.

ARTICLE VIII. ROSTER OF MEMBERS AND MORTGAGES

The Corporation shall maintain records entitled "Members". A member who mortgages his unit in the Cooperative shall notify the Corporation of the name and address of his mortgage and shall file a copy of the mortgage documents with the Corporation. A member who satisfies a mortgage covering a unit shall also notify the Corporation thereof and file a copy of the satisfaction of the mortgage with the Corporation.

ARTICLE IX. PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of the Corporation meetings when not in conflict with Florida Statutes, the proprietary lease, the Articles of Incorporation, or these Bylaws.

ARTICLE X. AMENDMENTS

Except as otherwise provided elsewhere, these Bylaws may be amended in the following manner:

10.1 Proposal of Amendments. A proposal for the adoption of an amendment to these Bylaws may be proposed either by a majority of the Directors or by not less than twenty percent (20%) of the members entitled to vote.

10.2 Notice of Amendment. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

10.3 Adoption. Amendments shall be considered adopted if approved by the vote of two-thirds (⅔) of the voting interests present in person or by proxy at the meeting set forth in the notice given pursuant to Section 10.2, where a quorum is obtained.

10.4 Consent to Certain Amendments. No amendments to the Bylaws shall be valid without the written consent of one hundred percent (100%) of the members materially and adversely affected by any amendment that changes the configuration of size of any unit in any material fashion or that materially alters or modifies the appurtenances of the unit or changes the proportion or percentage by which the member shares the common expenses and the common surplus and equity in the Corporation or changes or modifications in voting rights or location of a member's unit.

10.5 Errors and Omissions. In the event it shall appear that there is an error or omission in these Bylaws or exhibits thereto or any Cooperative document, then and in that event the Corporation may correct such error or omission by an amendment to these Bylaws in the manner hereinafter described to effectuate an amendment for the purpose of curing errors or omissions.

Such an amendment shall not require a vote of approval as provided in Paragraph 10.3 above but shall require a vote in the following manner:

(a) Notice of the subject matter of a proposed amendment to cure an error or omission shall be included in the notice of any meeting at which such proposed amendment is to be considered.

(b) A resolution for the adoption of such a proposed amendment may be proposed by either the Directors or by the members of the Corporation. Except as elsewhere provided, such approvals must be either by:

(i) Not less than thirty-three and one-third percent (33 ⅓%) of the entire membership of the Board of Directors and by not less than ten percent (10%) of the votes of the entire membership of the Corporation; or

(ii) Not less than twenty-five percent (25%) of the votes of the entire membership of the Corporation; or

(iii) In the alternative, an amendment may be made by an agreement signed and acknowledged by all members in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Manatee County, Florida.

(c) The foregoing provisions relating to amendments for defects, errors or omissions are intended to be in accordance with and pursuant to Section 719.304(1), Florida Statutes.

(d) The amendment made pursuant to this paragraph need only be executed and acknowledged by the Corporation and by no other parties whatsoever.

10.6 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to mortgagees of the Mobile Home Village or of units without the consent of the mortgagees in each instance. No amendment shall be made that is in conflict with the provisions of the proprietary leases.

10.7 Execution. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of these Bylaws, which certificate shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Corporation with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Manatee County, Florida.

ARTICLE XI. COMPLIANCE AND DEFAULT

11.1 Violations. In the event of a violation (other than the non-payment of an assessment) by a member or occupant of a unit of any of the provisions of these Bylaws, the proprietary lease or the Act, the Corporation, by direction of its Directors and pursuant to any reasonable rules, regulations, or procedures adopted by the Board of Directors from time to time, shall notify the member of said breach with a deadline by which the breach must be cured. If such violation shall continue after such deadline, the Corporation shall have the right to treat such violation as an intentional, material breach of the Bylaws, the proprietary lease, the rules and regulations, or the Act, and the Corporation shall then, at its option, have the following options:

(a) To levy fines against the member or occupant, pursuant to Chapter 719, *Florida Statutes*, and any promulgated rules or procedures adopted by the Board.

(b) To commence an action in equity to enforce performance on the part of the member; and/or

(c) To commence an action at law to recover its damages; and/or

(d) To commence an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

(e) Exercise any self-help remedies available pursuant to the Master Proprietary Lease.

Upon finding by a court that the member was in violation of any of the provisions of the above-mentioned documents, the member shall reimburse the Corporation for its reasonable attorney's fees and costs incurred in bringing such action.

11.2 Defaults. In the event a member does not pay assessments or interest required to be paid to the Corporation within thirty (30) days from the due date, the Corporation, acting on its own behalf or through its Directors or manager acting on behalf of the Corporation, may foreclose the lien encumbering the unit created by non-payment of the required monies in the same fashion as mortgage liens are foreclosed pursuant to Section 719.108, Florida Statutes, as amended from time to time. Reasonable attorneys' fees incurred by the Corporation incident to the collection of assessments or the enforcement of the lien shall also be secured by the lien. The Corporation shall be entitled to the appointment of a receiver if it so requests. The Corporation shall have the right to bid on the unit at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosing its lien, the Corporation may, through its Directors, bring suit to recover a money judgment for any sums, charges or assessments required to be paid to the Corporation without waiving its lien securing assessments, or interest. In any action either to foreclose its lien or to recover a money judgment, brought by or on behalf of the Corporation against a member, the losing party shall pay the costs thereof, together with a reasonable attorney's fee.

11.3 Negligence or Carelessness of a Member. Each member shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by the member's act, neglect, or carelessness, or by the negligence of any family member, guests, employees, agents or licensees. Such liability shall be limited to the extent that such expense is not met by the proceeds of insurance carried by the Corporation.

11.4 Election of Remedies. All rights, remedies and privileges granted to the Corporation or a member pursuant to any terms, provisions, covenants or conditions of the Cooperative documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies, or privileges as may be granted by the Cooperative documents.

11.5 Fire and Life Safety Code: A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board of Directors as evidence of compliance of the cooperative units with the applicable fire and life safety code.

ARTICLE XII. INDEMNIFICATION

Every Director and officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including attorneys' fees reasonably incurred by or imposed upon him in connection with any proceeding or settlement thereof in which the Director or officer may become involved, by reason of his being or having been a Director or officer of the Corporation. This indemnification shall apply whether or not the individual is a Director or officer at the time such liabilities or expenses are incurred, except in cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. In the event of a settlement, the indemnification established herein shall apply only when the Board approves such settlement or reimbursement. The foregoing right of indemnification shall be in addition to and not exclusive of any and all other rights of indemnification to which such Director or officer may be entitled.

ARTICLE XIII. LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Corporation shall not relieve or release any former member from any liability or obligation incurred under or in any way connected with the Cooperative during the period of membership, or impair any rights or remedies which the Corporation may have against such former member, arising out of, or which is in any way connected with, such membership.

ARTICLE XIV. LIMITATION OF LIABILITY

The duty of the Corporation to maintain and repair the common facilities, the Corporation shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements, members or other persons.

ARTICLE XV. SEAL

The seal of the Corporation shall have inscribed thereon the name of the Corporation, the year of its organization, and the words "Non-Profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

ARTICLE XVI. PROPRIETARY LEASES AND MEMBERSHIP CERTIFICATES

16.1 Issuance. No share certificates shall be issued by the Corporation. Four hundred and thirty (430) proprietary leases are authorized to be issued by the Corporation. One proprietary lease shall be issued to each Lessee of a unit in the Cooperative. The price for the purchase of the membership certificate is set by the seller (shareholder/unit owner) based on the current market value (comparable to other cooperative communities).

16.2 Execution. All proprietary leases shall be signed by the President or Vice President and shall have the corporate seal affixed. Membership certificates shall be signed by the President and Secretary and shall have the corporate seal affixed.

16.3 Form of Proprietary Lease. The form of proprietary lease from time to time shall be determined by the Board of Directors.

16.4 Form of Membership Certificate. The form of membership certificate shall be determined by the Board of Directors.

16.5 Transfers. Transfers of membership certificates shall be made only on the books of the Corporation. The existing certificate, properly endorsed, shall be surrendered and cancelled, or an affidavit of lost certificate recorded in the Public Records, before a new certificate is issued. Transfers of Proprietary Leases shall be made by a written assignment, executed with the formalities of a Deed, recorded in the Public Records. Proof of the executed assignment, and assumption by the assignee, of the Proprietary Lease, shall be required by the Corporation before the corresponding membership certificate shall be cancelled and reissued. All transfers of proprietary leases and membership certificates are subject to these Bylaws and the Master Form Proprietary Lease.

16.6 Votes. Each proprietary lease shall entitle the lessee and holder to one vote in the matters where a vote of the membership is required by the Proprietary Lease, Bylaws, or Articles of Incorporation.

16.7 Liens. The Corporation shall have a lien on all of the individual leases and membership certificates in the name of each member for assessments due the Corporation by such member.

16.8 Memorandum of Proprietary Lease. In lieu of recording a complete and full proprietary lease, a memorandum of proprietary lease may be recorded.

16.9 Inscription of Membership Certificates. Membership certificates shall be inscribed with the following legend:

"The rights of any holder of this membership certificate are subject to the provisions of the Articles of Incorporation and the Bylaws of the Corporation and to all the terms, covenants, conditions, and provisions of a certain proprietary lease made between the Corporation, as Lessor, and the person in whose name this certificate is issued, as Lessee, for a unit in the mobile home Mobile Home Village which is owned by the Corporation and operated as a 'cooperative', which proprietary lease limits and restricts the title and rights of any transferee of this certificate and imposes a lien on this certificate to secure payment of assessments, common expenses, and other sums which may become due to the Corporation from the holder hereof."

ARTICLE XVII. EASEMENTS

Each of the following easements is a covenant running with the land of the Cooperative, to wit:

17.1 Utility Services; Drainage. Easements are reserved under, through, and over the cooperative property as may be required for utility services and drainage to serve the cooperative. Such reservation is also contained in the Master Form Proprietary Lease. A member shall be solely responsible for the repairs of the utility services that connect to the Unit/Lot. Utility division points are indicated by sketch under the Rules and Regulations. The Cooperative is responsible for maintaining, repairing or replacing the pipes, wires, cables, conduits, and other utility service facilities. The Cooperative may, but is not obligated to, remove any improvements interfering with or impairing the utility services or easements herein reserved, provided that such right of access shall not unreasonably interfere with the member's permitted use of the Unit, and entry shall be made on not less than on (1) day's notice except in the event of an emergency.

17.2 Traffic. An easement shall exist for pedestrian traffic over, through, and across sidewalks, paths, walks, and other portions of the Cooperative property as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through, and across such portions of the Cooperative property as may, from time to time, be paved and intended for such purposes; and such easements shall be for the use and benefit of the members, institutional mortgagees, or lessees, and those claiming by, through or under the aforesaid.

17.3 Covenant. All easements of whatever kind or character, whether heretofore or hereafter created, shall constitute a covenant running with the land, shall survive the termination of the Cooperative, and, notwithstanding any other provisions of these Bylaws, may not be substantially amended or revoked in a way which would unreasonably interfere with its proper and intended use and purpose.

ARTICLE XVIII. APPROVAL AND RATIFICATION

The Corporation, by its execution of these Bylaws approves and ratifies all of the covenants, terms and conditions, duties and obligations of these Bylaws and exhibits attached hereto. The members, by virtue of their acceptance of the proprietary leases and appurtenant membership certificates as to their unit, hereby approve and ratify all of the terms and conditions, duties and obligations of these Bylaws and exhibits attached hereto.

ARTICLE XIX. RULES AND REGULATIONS

Rules and Regulations may be adopted and amended from time to time by the Board of Directors, shall be deemed in effect until amended by the Directors, and shall apply to and be binding upon all members. The members shall, at all times, obey said rules and regulations and shall ensure that they are faithfully observed by their families, guests, invitees, servants, lessees, and persons over whom they exercise control or supervision. In order to change, amend or vary old or present rules and regulations and/or adopt new rules and regulations, the same shall be duly passed by at least a fifty-one percent (51%) majority vote of the Directors; no vote of the membership shall be required. A change, amendment or adoption of a rule and regulation shall not require an amendment to the Bylaws. The rules and regulations, in full force and effect as of the date of these Bylaws, being attached hereto, are made a part hereof as though set out in full.

ARTICLE XX. CONSTRUCTION; SEVERABILITY

Whenever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Should any of the covenants herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

ARTICLE XXI. CONFLICT

If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the proprietary leases, the provisions of the Bylaws shall prevail.

ARTICLE XXII. ACQUISITION OF ADDITIONAL LANDS

From time to time, the Corporation shall have the right to purchase and add additional lands to the Cooperative property, which lands may or may not be converted to cooperative. Such action shall require the affirmative vote of two-thirds (⅔) of the membership of the Corporation. Thereafter, the Board of Directors shall have all the powers and duties with respect to such properties as the Board has with respect to the Cooperative.

ARTICLE XXIII. RECREATIONAL AND OTHER FACILITIES

From time to time, the Corporation, through the Board of Directors, shall have the right to modify, add, delete, substitute, or otherwise develop recreational and/or other facilities and amenities of the Cooperative. If such action would materially alter or modify the appurtenances of a unit, then such action shall require the affirmative vote of a majority of the members. Thereafter, the Board of Directors shall have all the powers and duties necessary and/or convenient to accomplish the proposed action.

ARTICLE XXIV. ARBITRATION

Internal disputes arising from the operation of the Cooperative among unit owners, the Corporation, and their agents and assigns, shall be submitted for voluntary binding arbitration to the Division of Florida Land Sales, Condominiums and Mobile Homes Department of Business Regulation in accordance with Section 719.1255, *Florida Statutes*, as amended from time to time.

Passed and duly adopted this 23 day of February, 20 26.

Donald Holz
Secretary

LEGAL DESCRIPTION (BY SURVEY)

Commence at the NW corner of the SE 1/4 of the NE 1/4 of Section 16, Township 35 South, Range 18 East, Manatee County, Florida; thence N 89° 59' 49" E a distance of 295.60 feet for a Point of Beginning; thence S 89° 59' 48" E a distance of 1028.25 feet to the NE corner of the SE 1/4 of the NE 1/4 of Section 16, Township 35 South, Range 18 East; thence N 00° 11' 05" W a distance of 945.81 feet to the Southerly right-of-way line of S.R. 70; thence Northeasterly along said right-of-way and on a curve to the left having a central angle of 1° 13' 41", a radius of 11,509.16 feet, and an arc distance of 246.68 feet to the P.T. of said curve; thence N 87° 19' 55" E along said right-of way a distance of 575.29 feet to the P.C. of a curve; thence continue along said curve to the right having a central angle of 2° 11' 07", a radius of 11,409.16 feet and an arc distance 435.45 feet to the P.T. of said curve; thence N 89° 31' 03" E along the said right-of-way a distance of 60.60 feet; thence S 00° 15' 02" E along the East line of the NW 1/4 of the NW 1/4 of Section 15, a distance 1784.21 feet; thence N 89° 54' 48" W, 360.77 feet; thence N 83° 03' 14" W 41.33 feet; thence N 89° 58' 10" W, 384.29 feet; thence N 64° 05' 35" W 45.06 feet; thence N 89° 49' 37" W 69.63 feet; thence N 00° 27' 02" W, 39.77 feet; thence S 89° 57' 27" W 229.20 feet; thence S 00° 34' 37" W 52.86 feet; thence S 89° 50' 04" W, 69.88 feet; thence N 68° 46' 00" W 42.84 feet; thence N 89° 02' 58" W, 70.09 feet; thence N 00° 46' 23" W, 36.15 feet; thence S 89° 58' 50" W 204.28 feet; thence S 01° 06' 03" W, 34.82 feet; thence N 89° 55' 45" W 69.61 feet; thence N 61° 14' 43" W, 46.29 feet; thence N 89° 47' 56" W 49.68 feet; thence N 01° 06' 00" W 14.20 feet; thence S 89° 37' 41" W, 244.94 feet; thence N 14° 02' 42" W, 20.66 feet; thence N 00° 04' 49" E, 50.12 feet; thence N 07° 13' 20" W, 40.26 feet; thence N 00° 29' 42" W, 229.78 feet; thence N 89° 19' 18" E 21.87 feet; thence N 00° 01' 05" E, 69.28 feet; thence N 16° 42' 43" W, 41.53 feet; thence N 00° 18' 37" E 70.77 feet; thence DUE WEST 443.35 feet; thence N 02° 07' 48" W, 80.67 feet; thence N 25° 58' 34" E, 33.85 feet; thence N 00° 07' 24" E, 93.96 feet to the Point of Beginning. The Easterly 30 feet of the above-described parcel is subject to the right, title and interest of Sandman Mobile Village, Ltd., a Florida limited partnership as retained in Warranty Deed recorded in Official Records Book 794, Page 129, of the Public Records of Manatee County, Florida.

WRK:02506LHL

3039476

EXHIBIT A

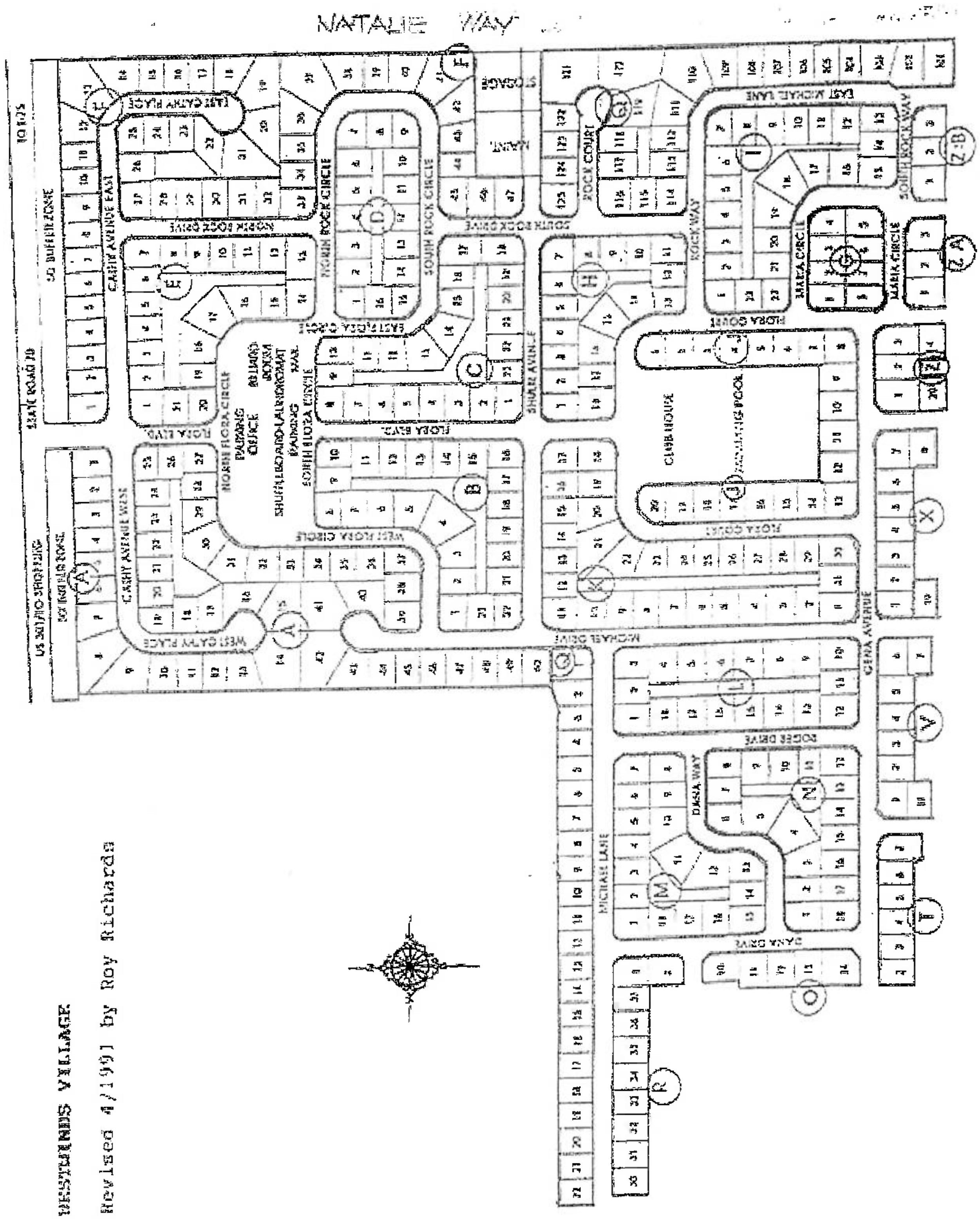

EXHIBIT "B"

30394787.v1