

COUNTRYSIDE ESTATES ROC, INC.

DECLARATION

OF

MASTER FORM OCCUPANCY AGREEMENT

This Instrument Prepared By (& Return To):
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COUNTRYSIDE ESTATES ROC, INC.
DECLARATION OF MASTER FORM OCCUPANCY AGREEMENT

THIS DECLARATION OF MASTER FORM OCCUPANCY AGREEMENT (the "Master Occupancy Agreement"), is declared as of the 30th day of October, 1997, by COUNTRYSIDE ESTATES ROC, INC., a Florida not-for-profit corporation (hereinafter called the "Corporation").

WHEREAS, the Corporation is a Florida not-for-profit corporation governing the affairs of COUNTRYSIDE ESTATES ROC, INC., a residential cooperative; and

WHEREAS, the Corporation is the owner of the real property and improvements located thereon, excluding resident-owned mobile homes located thereon (said real property and improvements hereinafter the "Property"), as legally described on Exhibit "A" attached hereto; and

WHEREAS, certain residents of the Property are members of the Corporation (each such member hereinafter referred to as a "Unit Owner"); and

WHEREAS, each Unit Owner is entitled to exclusive occupancy of the cooperative parcel upon which their mobile home is located (said parcel, together with appurtenances and fixtures allocated exclusively thereto, hereinafter referred to as a "Unit"); and

WHEREAS, a plot plan (the "Plot Plan") setting forth the layout of the Property, including each Unit and all rental lots and common areas thereon, is attached hereto as Exhibit "B" and incorporated herein by reference; and

WHEREAS, the purpose of this Master Occupancy Agreement is to set forth the terms and conditions pursuant to which each Unit Owner shall be bound and the right of occupancy of each Unit Owner shall be created; and

WHEREAS, the terms and conditions of this Master Occupancy Agreement shall be deemed incorporated by reference into each memorandum of occupancy agreement (the "Occupancy Agreement") recorded in the public records with respect to each Unit, which shall serve as an Occupancy Agreement with respect thereto upon execution thereof by the Unit Owner.

NOW, THEREFORE, in consideration of the premises:

1. Demised Premises. The Corporation hereby demises to the Unit Owner, and the Unit Owner hires from the Corporation, subject to the terms and conditions hereof, the Unit, as depicted on the Plot Plan.

2. Term. The term of this Master Occupancy Agreement shall be for a term of years commencing with the date hereof and extending for a period of ninety-nine (99) years (unless sooner terminated or extended as hereinafter provided).

3. Maintenance Fees, Common Expenses and Assessments - How Fixed.

A. The Unit Owner shall pay monthly maintenance and/or common expenses in accordance with the maintenance schedule established by the Corporation from time to time and shall pay such special assessments as may be required by the Corporation from time to time and as hereafter set forth.

B. In accordance with Section 719.108, Florida Statutes, each Unit Owner, as owner of a membership certificate ("Membership Certificate") in the Corporation and holder of an Occupancy

Agreement, shall be liable for the payment of all sums due hereunder, without limitation, such sums to include the monthly maintenance fees and/or common expenses for upkeep and maintenance of the Property, based in part upon mortgage payments, maintenance, taxes, insurance, repairs, betterments, and utilities, and the salaries of the manager and other employees and other operating costs and operating items, taking into account all income sources, including, but not limited to, rents from tenants occupying mobile home lots governed by Chapter 723, Florida Statutes.

C. The Board of Directors (hereinafter referred to as "Directors") of the Corporation, according to Section 719.106, Florida Statutes, shall fix the sum of money needed for the operation of the Corporation. It shall determine the amount required by operating items and costs, such as: mortgage payments, maintenance, taxes, insurance, repairs, betterments and utilities, salaries of manager(s) and other employees and any other sums necessary to the upkeep, operation and maintenance of the Property.

D. The funds for the payment of common expenses shall be collected by assessments against the Unit Owner of each Unit in the proportion of sharing common expenses which shall be on a pro-rata basis determined by a formula equal to a fraction, the numerator of which shall be one (1), and the denominator of which shall be the total number of Units represented by sold Membership Certificates in the Cooperative. The exact amount of maintenance or common expense charges may be increased or decreased based upon an increase or decrease in the operating budget of the Corporation, as adopted from time to time by the Directors.

E. The Directors are empowered in the manner provided in, 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 by the Directors, pursuant to the Bylaws, are to be paid and levied in the same manner as regular assessments. Each Unit Owner shall pay all assessments against their individual Units promptly when due.

F. If the Corporation fails to make a new maintenance and assessment schedule, the Unit Owner shall pay at the then current rate until a new rate is determined.

G. All maintenance fees and assessments paid by the Unit Owner to the Corporation for maintenance or common expenses shall be used by the Corporation to pay its obligations. Any excess received from the Unit Owner held by the Corporation at the conclusion of its taxable year, whether calendar or fiscal, shall be deemed to be common surplus. Each Unit Owner shall own any common surplus of the Cooperative in the same percentage as the common expenses are shared, which for his Unit is the percentage as stated in 3.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 Corporation, may be used by the Corporation to apply against future expenses of the Corporation, or as otherwise determined by the Board of Directors.

H. Accurate records and books of account shall be kept by the Corporation and shall be open to inspection by Unit Owners in accordance with Section 719.104, Florida Statutes.

I. All maintenance fees or assessment charges due hereunder shall be payable in equal monthly installments in advance on the first day of each month, unless the Corporation, at the time of its determination of the cash requirements, shall otherwise direct. The Unit Owner shall also pay such additional assessments as may be provided herein when due.

4. Accompanying Membership Certificates to be Specified in Occupancy Agreements. Each Unit Owner shall be the owner of one (1) Membership Certificate in the Corporation, which Membership Certificate shall be appurtenant to, and inseparable from, each Unit occupied by Unit Owner. The number of the Membership Certificate appurtenant to the Unit shall be specified in each Memorandum of an Occupancy Agreement.

5. Cash Requirements Defined. "Cash requirements" whenever used herein shall mean the estimated amount in cash as determined by the operating budget of the Corporation as promulgated and adopted from year to year which the Directors shall from time to time in their judgment determine to be necessary or proper for (i) the operation, maintenance, care, alteration and improvement of the Property during the year or portion of the year for which such determination is made; (ii) the creation of such reserve for contingencies as they may deem proper; and (iii) the payment of any obligations, liabilities or expenses incurred or to be incurred, after giving consideration to (1) income expected to be received during such period (other than maintenance fees and assessments), and (2) cash on hand which the Corporation's discretion may choose to apply. The Corporation 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 maintenance fees and assessments payable by the Unit Owner for any period prior to the date of such determination. All determination of cash requirements shall be conclusive as to all Unit Owners.

6. Services by the Corporation. The Corporation shall keep, maintain and manage the common facilities of the Property (excluding the Unit and any mobile home lots occupied by tenants governed under Chapter 723, Florida Statutes) in a neat and attractive manner and shall keep the improvements thereon in good working condition, and shall provide the number of attendants requisite, in the judgment of the Corporation, for the proper care and service of the Property. The covenants by the Corporation herein contained are subject, however, to the discretionary power of the Corporation to determine from time to time what services and what attendants shall be proper and the manner of maintaining and operating the Property, and also what existing services shall be increased, reduced, changed, modified or terminated.

7. Damage to Common Facilities. If any of the common facilities of the cooperative shall be damaged by fire or other cause covered by multi-peril policies carried by the Corporation, the Corporation shall, at its own cost and expense, with reasonable dispatch after receipt of notice of said damage, repair or replace or cause to be repaired or replaced, with materials of a kind and quality then customarily in use, the facilities damaged and the means of access thereto, including the landscaping or other improvements so damaged.

8. Assignment of Corporation's Rights Against Occupant. If, at the date of the commencement of an Occupancy Agreement, a third party shall be in possession or have the right of possession of the Unit, then the Corporation hereby assigns to the Unit Owner all of the Corporation's rights against said third party from and after the date of the commencement of the term hereof, and the Unit Owner 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 Unit Owner, but at the Unit Owner's expense, in the enforcement of the Unit Owner's rights against said third party.

9. Cancellation of Prior Agreement or Statutory Tenancy. If, at the date of commencement of this Master Occupancy Agreement the Unit Owner has the right to possession of the Unit under any agreement or statutory tenancy, this Master Occupancy Agreement shall supersede such agreement or statutory tenancy which shall be of no further effect after the date of commencement of this Master Occupancy Agreement.

10. Quiet Enjoyment and Possession. The Unit Owner, upon paying the common expenses and assessments and performing the covenants and complying with the conditions on the part of the Unit Owner 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 encumbering the Property as provided in Paragraph 18 below.

11. Inspection and Acceptance of Units and Common Areas. Unit Owner has inspected the Unit and common property and shall accept it in its present condition on commencement of this Master Occupancy Agreement.

12. Use of Common Areas. Unit Owner shall have the right of joint use and enjoyment in common with other Unit Owners of the common areas and the Property not specifically occupied by other unit owners, except insofar as it may be limited or restricted by this Master Occupancy Agreement or by the rules and regulations (the "Rules") and Bylaws of the Corporation. Unit Owner's use of common areas and the Property shall not encroach upon the rights of other unit owners.

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

14. Payments and Lien Right. Unit Owner will pay the maintenance fees 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 Unit Owner may have against the Corporation. Each Unit Owner shall be liable for all assessments coming due while a Unit Owner. Unit Owner and its grantee in a voluntary conveyance shall be jointly and severally liable for all unpaid assessments due and payable up to the time of the voluntary conveyance. A first mortgagee who acquires title by foreclosure or deed in lieu of foreclosure, however, shall not be liable for unpaid assessments of previous owners unless those assessments are evidenced by a lien recorded before the foreclosed mortgage. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common element or by the abandonment of the Unit for which the assessments are made. Assessments and installments of them, if not paid within ten (10) days after the date they become due, shall bear interest at eighteen percent (18%) per annum from the date due until paid. Also, the Corporation shall have the right to charge an administrative late fee in addition to such interest, in an amount not to exceed the greater of TWENTY-FIVE AND NO/100 DOLLARS (\$25.00) or five percent (5%) of the installment of the assessment for each delinquent installment that the payment is late. Any payment received by the Corporation shall be applied first to any interest accrued by the Corporation, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection and then to the delinquent assessment. The Corporation has a lien on each Membership Certificate for any unpaid assessments, interest thereon, the administrative fee, and any reasonable attorneys' fees incurred by the Corporation incident to the collection of the assessment(s) or reinforcement of the lien. The lien is effective from and after recording a claim of lien in the public records of the county in which the Property is located. The claim of lien includes not only those assessments that are due at the time the lien is recorded, but shall also include all assessments which accrue through the pendency of any legal action through the date of judgment. The lien shall be deemed to be prior and superior to the creation of any homestead status, and every Unit Owner hereby consents to the imposition of such lien prior to any homestead status. This lien shall be inferior and subordinate to the lien of an institutional mortgagee, including, without limitation, to the lien acquired by such mortgagee by way of a pledge of the Corporation's take-back security interest in the Unit Owner's Membership Certificate. If a Unit Owner shall be in default in the payment of an installment of an assessment, the Corporation may accelerate the remaining installments of the assessment upon notice to the Unit Owner, 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 Unit Owner, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur. The Corporation may bring an action to foreclose any lien for assessments. It also may bring an action to recover a money judgment for the unpaid assessment without waiving any claim of lien. The Corporation shall give notice to the Unit Owner of its intention to foreclose its lien at least thirty (30) days before the foreclosure action is filed. The notice shall be given by delivery of a copy of it to the Unit Owner or by certified mail, return receipt requested, addressed to the Unit Owner. If any unpaid share of common expenses or assessments is extinguished by foreclosure of a superior lender by a deed in lieu of foreclosure thereof, the unpaid share of common expenses or assessments are common expenses collectible from all the Unit Owners in the Cooperative.

15. Mobile Home Park Rules. The Corporation has adopted the Rules of the Corporation to help facilitate the peaceful enjoyment of the Property by all residents, and the Directors may alter, amend or repeal

such Rules and adopt new Rules as they deem appropriate. This Master Occupancy Agreement shall be in all respects subject to such Rules which, when a copy thereof has been furnished to the Unit Owner, shall be taken to be part hereof, and the Unit Owner hereby covenants to comply with all such Rules and see that they are faithfully observed by family, approved subtenants of Unit Owner and guests. Breach of a Rule shall be a default under this Master Occupancy Agreement. The Corporation shall not be liable or responsible to the Unit Owner for the non-observance or violation of Rules by any other Unit Owner or person.

16. Use of Premises. The Unit Owner shall not, without the written consent of the Corporation or 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 Unit Owner or members of Unit Owner's family in compliance with the Rules; and (ii) any residential use permitted under, and subject to compliance with, 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 Unit Owner as long as such occupancy is not violative of applicable zoning laws, building codes, the Rules, or other rules and regulations of governmental authorities having jurisdiction. Occupancy by guests of the Unit Owner shall be for a period of time not exceeding one month unless a longer period is approved in writing by the Corporation, 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 Corporation.

17. Sub-occupancy - Assignment.

A. Sub-occupancy. The Unit Owner shall not enter into a sub-occupancy agreement for the whole or any part of the Unit or renew or extend any previously authorized sub-occupancy agreement unless consent thereto shall have been duly authorized by the Corporation. Any consent to allow sub-occupancy may be subject to such conditions as the Corporation may impose. There shall be no limitation on the right of the Corporation to grant or withhold consent, for any reason or for no reason, to a sub-occupancy. No consent to a sub-occupancy shall operate to release the Unit Owner from any obligation hereunder.

B. Assignment. The Unit Owner shall not assign the Occupancy Agreement 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 Unit Owner (Assignor), shall be delivered to the Corporation; and

(ii) An agreement executed and acknowledged by the Assignee, who shall meet the membership requirements under this Master Occupancy Agreement, in form approved by the Corporation, assuming and agreeing to be bound by all the covenants and conditions of this Master Occupancy Agreement to be performed or complied with by the Unit Owner on or after the effective date of said assignment shall have been delivered to the Corporation or, at the request of the Corporation, the Assignee shall have surrendered the assigned Occupancy Agreement and entered into a new Occupancy Agreement in the same form for the remainder of the term, in which case the Unit Owner's Occupancy Agreement shall be deemed canceled as of the effective date of said assignment; and

(iii) The Membership Certificate of the Corporation to which the Occupancy Agreement is appurtenant shall have been transferred to the Assignee, with proper transfer taxes paid and stamps affixed, if any; and

(iv) At the option of the Corporation, subject to the provisions of Paragraph 23.B., all sums due from the Unit Owner shall have been paid to the Corporation, together with a sum fixed by the Directors to cover a screening fee of the Corporation and its management in connection with such assignment

and transfer of the Membership Certificate, providing same does not exceed ONE HUNDRED AND NO/100 DOLLARS (\$100.00); and

(v) Except in the case of an assignment, transfer or bequest of the Membership Certificates and the Occupancy Agreement to the Unit Owner's spouse or adult siblings or parents and, except as otherwise provided in this Master Occupancy Agreement, consent to such assignment shall have been authorized by the Corporation in writing.

C. Right of First Refusal. In the event the Corporation disapproves the proposed assignment or sub-occupancy, as the case may be, and if a Unit Owner still desires to consummate such assignment or sub-occupancy, the Unit Owner shall, thirty (30) days before such assignment or sub-occupancy, give written notice to the secretary of the Corporation of the Unit Owner's intention to assign or enter into a sub-occupancy on a certain date, together with the price and other terms thereof.

Completely apart from, and in addition, to the Corporation's right to approve or disapprove any proposed sub-occupancy or assignment of the occupancy agreement, the Corporation is hereby given and granted a right of first refusal to become the sub-occupant or assignee, as the case may be, under each Occupancy Agreement and to accept the ownership of the Membership Certificate which is appurtenant thereto. If the Corporation is desirous of exercising its right of first refusal to sub-occupy or become the assignee under said Occupancy Agreement and receive its Membership Certificate on the same terms and conditions as are contained in a bona fide offer, then the Corporation shall notify the Unit Owner holding the Occupancy Agreement of the exercise by the Corporation of its election to take an assignment or sub-occupancy, as the case may be, such notice to be in writing and sent by certified mail to said Unit Owner within fifteen (15) days of receipt by the Corporation of the Unit Owner's notice to the secretary of the Corporation of the Unit Owner's intention to assign or sub-occupy.

If the Corporation has elected to take an assignment or sub-occupy as aforementioned, then, upon notifying the Unit Owner holding such Occupancy Agreement and Membership Certificate of its election, the Corporation shall execute a sub-occupancy agreement or assignment together with the Membership Certificate appurtenant thereto, and shall consummate said sub-occupancy agreement or assignment on all the terms and conditions as those contained in the offer. In the event the Corporation does not exercise its right of first refusal within the fifteen (15) day period, then the Unit Owner desiring to sub-occupy or assign may complete the sub-occupancy agreement or assignment and transfer of the appurtenant Membership Certificate within a reasonable time thereafter at the price and terms given in its notice, but at no other price or terms without repeating the procedure outlined above.

In the event the Unit Owner sub-occupies or assigns without first complying with the terms hereof, the Corporation shall have the right to redeem the assignment or sub-occupancy agreement from the purchaser, or sub-occupant, as the case may be, according to the provisions hereof. The Corporation's rights shall be exercised by reimbursing the purchaser or sub-occupant for the monies expended, and immediately after such reimbursement the purchaser or sub-occupant shall convey its right, title and interest in and to the sub-occupancy agreement or assignment of occupancy agreement and Membership Certificate, as the case may be, to the Corporation, and the Unit Owner shall remain liable to the Corporation under the terms of this Master Occupancy Agreement for the full amount of said reimbursement. An affidavit of the Secretary of the Corporation stating that the Corporation approved in all respects on a certain date the sub-occupancy agreement or assignment shall be conclusive evidence of such fact, and from the date of approval, as stated in the affidavit, the redemption rights herein afforded to the Corporation shall terminate. An affidavit of the Secretary of the Corporation stating that its Directors were given proper notice on a certain date of the proposed sub-occupancy agreement or assignment and that thereafter all provisions hereof which constitute conditions precedent to the subsequent sub-occupancy or assignment of a Unit to particularly-named persons does not violate the provisions hereof, shall be conclusive evidence of such facts. Such affidavit shall not be evidence of the fact that the subsequent sub-occupancy or assignment to such persons was made on the approval, but one hundred twenty (120) days after the date of the notice to the Corporation, as stated in the affidavit, the redemption rights herein afforded the Corporation shall be deemed terminated.

D. Death of Unit Owner. Membership Certificates and Occupancy Agreements may be held jointly with right of survivorship; however, in the case of the death of a Unit Owner holding sole ownership of a 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 its death, may continue to occupy the Unit, provided they meet the requirements of the Rules applicable to residents on the Property, assume Unit Owner's obligations under this Master Occupancy Agreement in writing, and are in compliance with all terms hereof; and if such surviving spouse or other surviving members of the decedent owner's family shall have succeeded to membership of the Unit, by gift, bequest or otherwise, the new owner shall be admitted to membership. In the event the decedent shall have conveyed or bequeathed the membership to some designated person or persons other than a surviving spouse or 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 Corporation, 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 Unit Owner. If the Corporation consents, membership may be transferred by proper assignment of the Occupancy Agreement and its appurtenant Membership Certificate to the person or persons so designated, who shall thereupon become Unit Owners of the Corporation subject to the provisions of this Master Occupancy Agreement and the Bylaws and Articles of Incorporation. If the Corporation shall refuse to consent, then the Corporation shall be given an additional thirty (30) days to exercise its right of first refusal to have the Occupancy Agreement and Membership Certificate appurtenant thereto transferred to it for its own account upon the same terms and conditions of first refusal as provided for in Subsection C, above. The purchase price shall be for cash, in the amount of the initial share price paid by the Unit Owner. In the event the Corporation does not exercise its right of first refusal to purchase, then the person or persons named in the notice may take title to the Unit by a proper assignment of the decedent's Occupancy Agreement and its appurtenant Membership Certificate; but such transfer shall be subject in all other respects to the provisions of this Master Occupancy Agreement and the Bylaws and Articles of Incorporation.

E. Except as provided for in Subparagraph G, below, sub-occupancy agreements and assignments to assignees other than individual assignees (natural persons) are expressly prohibited unless written consent therefor is first obtained from the Corporation. The Corporation's consent therefor may be withheld at its discretion without limitation or explanation.

F. If the Sub-occupant or Assignee of an Occupancy Agreement and Membership Certificate appurtenant thereto is a corporation, the Corporation's approval may be conditioned upon approval of the corporation/occupant of the Unit.

G. Unit Owner shall have the right to make a gratuitous transfer to a revocable trust of the Unit Owner's Occupancy Agreement along with its Membership Certificate, provided:

- (i) the Corporation is given thirty (30) days prior written notice at the transfer;
- (ii) the assignment is by written instrument approved by the Corporation and duly recorded;
- (iii) the Unit Owner retains the absolute power to have the transferred Occupancy Agreement and certificate returned to it; and
- (iv) the Unit Owner is not in default under this Master Occupancy Agreement at the time of transfer.

18. Master Occupancy Agreement Subordinate to Mortgages. This Master Occupancy Agreement is and shall be subject and subordinate to the mortgage executed by the Corporation in favor of GREEN TREE FINANCIAL SERVICING CORPORATION, recorded of even date herewith in the Public

Records of Hernando County, Florida, encumbering the Property at or prior to execution of this Master Occupancy Agreement, any and all extensions, modifications, consolidations, renewals, refinances, future advances and replacements thereof, and also any subsequent mortgage of the Property. This clause shall be self operative and no further instrument of subordination shall be required to give such mortgage priority over this Master Occupancy Agreement. In confirmation of such subordination, the Unit Owner shall at any time, and from time to time on demand, execute any instruments that may be required by any mortgagee for the purpose of more formally subjecting this Master Occupancy Agreement to the lien of any such mortgage or mortgages, and the duly elected officers of the Corporation are, and each of them is, hereby irrevocably appointed the attorney-in-fact and agent of the Unit Owner to execute the same upon such demand, and the Unit Owner hereby ratifies any such instrument executed by virtue of the power of attorney hereby given. A default in the terms of such mortgage entitles the holder thereof to foreclose this Master Occupancy Agreement and any assignment thereof.

19. Non-Disturbance and Attornment. Should the mortgagee acquire title to the Property through foreclosure or deed in lieu of foreclosure, the Unit Owner shall attorn to mortgagee, its successors, grantees, or assigns, and Unit Owner shall be bound unto said mortgagee, its successors, grantees or assigns, for the balance of the term of Unit Owner's Occupancy Agreement. Likewise, in such event, provided Unit Owner is not in default under the terms of Unit Owner's Occupancy Agreement, mortgagee, its successors, grantees or assigns, shall not join Unit Owner in any foreclosure action or proceeding for diminishing or terminating Unit Owner's interest in the Occupancy Agreement and shall continue to be bound by the terms of the Occupancy Agreement, excepting any liability for the Corporation's prior acts or omissions or any offsets or defenses available against the Corporation. Unit Owner acknowledges that should the mortgagee, its successors, grantees or assigns, acquire title to the Property through foreclosure or deed in lieu of foreclosure, mortgagee shall have all of the powers of the Board of Directors as set forth in Paragraph 3, above, and as described in the Bylaws of the Corporation, which include the right to set, from time to time, upon thirty (30) days' written notice, maintenance fees and/or assessments which shall, at a minimum, be set to cover all expenses and costs attributable to the maintenance and preservation of the Property, including, without limitation, a sufficient amount to satisfy the debt service coverage ratio of said original loan by mortgagee to the Corporation. Unit Owner further acknowledges that should the mortgagee its successors, grantees or assigns acquire title to the Property through foreclosure or deed in lieu of foreclosure, Unit Owner shall then attorn to the mortgagee, its successors, grantees or assigns, and be responsible to pay to mortgagee, its successors, grantees or assigns, as applicable, all such maintenance fees and/or assessments thereafter established by said mortgagee, its successors, grantees or assigns. The provisions of this paragraph are intended for the benefit of present and future mortgagees of the Property, and their respective successors, grantees and assigns and may not be modified or annulled without the prior written consent of any such mortgage holder.

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

21. Insurance. The Corporation shall procure insurance on the common areas located within the boundary of the Property, which shall be deemed to exclude all Units and rental lots. The Corporation shall also obtain casualty insurance on the Property which shall insure against loss as a result of personal injury occurring thereon. The Unit Owner shall be responsible for any insurance premium insuring the Unit, Unit Owner's mobile home and its contents and Unit Owner shall be responsible for maintaining the same.

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

assessments hereunder, all amounts paid and all costs and expenses paid or incurred in connection therewith, including reasonable attorney's fees, if any, together with interest thereon from the time or times of payment at the maximum rate allowed by law.

23. Pledge and/or Mortgage of Membership Certificate and Occupancy Agreement

A. A pledge and/or mortgage of the Occupancy Agreement and the Membership Certificate to which it is appurtenant shall not be a violation of this Master Occupancy Agreement; but, except as otherwise provided herein, neither the pledgee nor mortgagee nor any transferee of the pledged security shall be entitled to have the Membership Certificates 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 Certificates, without first obtaining the consent of the Corporation in accordance with and after complying with all of the provisions of Paragraph 17 hereof. The acceptance by the Corporation of payments by the pledgee or any transferee of the pledged security on account of assessments or additional assessments shall not constitute a waiver of the aforesaid provisions.

B. Secured Party - Notwithstanding the provisions of Subsection A of this Paragraph 23, or any other provisions of this Master Occupancy Agreement 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 Master Occupancy Agreement or pledgee or mortgagee of the Occupancy Agreement 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 Unit Owner pursuant to the terms of this Master Occupancy Agreement, and if Unit Owner shall fail to cure the default specified in such notice within the time and in the manner provided for in this Master Occupancy Agreement, then the secured party shall have an additional period of time, equal to the time originally given to Unit Owner, to cure said default for the account of the Unit Owner 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 Occupancy Agreement is terminated by the Corporation as provided in Paragraph 31 of this Master Occupancy Agreement, or by agreement with Unit Owner, then: (1) the Corporation shall give notice of such termination to the secured party, and (2) upon request of the secured party made within thirty (30) days of the giving of such notice to the Corporation, the Corporation (i) shall commence and prosecute a summary dispossession proceeding to obtain possession of the Unit, all at the expense of the secured party, and (3) upon securing possession, shall, at its option and without waiver or relinquishment of any other rights or remedies it may have, be privileged to pay to secured party the full amount of its lien on the Membership Certificate or reissue the Membership Certificate to, and enter into a new Occupancy Agreement for the Unit with, the secured party or any individual designated by the secured party, all without the consent of the Corporation to which reference is made in Paragraph 17. 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 Unit Owner's covenants under this Master Occupancy Agreement.

(iii) As to the priority between the lien of a secured party and the lien for maintenance fee or assessment, whether a regular or special assessment, the lien for maintenance fee or assessment shall be subordinate and inferior to any institutional secured party regardless of when said maintenance fee or assessment was due, but not to any other secured party. The Corporation shall maintain a register of secured parties, and said register shall designate whether said secured party is an institutional secured party or a noninstitutional secured party. If the owner of an institutional security agreement/mortgage or any other purchaser or purchasers of a Unit obtains title to the Unit (an Occupancy Agreement and its appurtenant Membership Certificate) as a result of the foreclosure of an institutional security agreement/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 maintenance fees, 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 maintenance fees, common expenses or assessments shall be deemed to be common expenses collectible from all of the Members/Units Owners in the Cooperative, including such acquirer, its successors and assigns. It is understood that such acquirer shall be liable for its share of maintenance fees, common expenses or assessments attributable to its Unit from the date of acquisition of said Unit (i.e., Occupancy Agreement and appurtenant Membership Certificate for said Unit). In the event of a foreclosure or a voluntary conveyance in lieu of foreclosure pertaining to a noninstitutional security agreement/mortgage, then such acquirer of title, its successors and assigns shall pay to the Corporation on behalf of the Unit Owner of the Occupancy Agreement all assessments and additional assessments, common expense or maintenance charges and other sums owed by the Unit Owner to the Corporation under this Master Occupancy Agreement 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 Master Occupancy Agreement.

(iv) If the purchase by the Unit Owner of the Membership Certificate allocated to the Unit was financed by an institutional security agreement/mortgage, and a default or an event of default shall have occurred under the terms of the security agreement/mortgage, or either of them, entered into between the Unit Owner and the institutional secured party, notice of said default or event of default shall be given to the Corporation; the 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 Occupancy Agreement as directed by the secured party without further consent of the Directors. The holder of such certificate shall thereafter be liable to the share of maintenance fees, common expenses or assessments by the Corporation pertaining to such Unit.

(v) If the purchase by the Unit Owner of the Membership Certificate allocated to the Unit was financed by a noninstitutional security agreement/mortgage, and a default or event of default shall have occurred under the terms of the security agreement/mortgage, or either of them, entered into between the Unit Owner and the noninstitutional secured party, notice of said default or event of default shall be given to the Corporation, then the 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 Occupancy Agreement as directed by the secured party without further consent of the Directors. The holder of such certificate shall thereafter be liable for the share of maintenance fees, common expenses or assessments by the Corporation pertaining to such Unit.

(vi) Without the prior written consent of any secured party who has requested a copy of any notice of default as hereinbefore provided in Subparagraph A of this Paragraph 23: (1) the Corporation and the Unit Owner will not enter into any agreement modifying or canceling the Occupancy Agreement; (2) no amendment to the forms, terms or conditions of this Master Occupancy Agreement, as permitted by Paragraph 47, shall eliminate or modify any rights, privileges or obligations of a secured party as set forth in this Paragraph 23; (3) the Corporation shall not terminate or accept a surrender of the Occupancy Agreement, except as provided in Paragraph 34 of this Master Occupancy Agreement and in Subparagraph B(i) of this Paragraph 23; (4) the Unit Owner will not assign the Occupancy Agreement or sub-occupy the Unit; (5) any modification, cancellation, surrender, termination or assignment of the Occupancy Agreement or any sub-occupancy of the Unit not made in accordance with the provisions hereof shall be void and of no effect; (6) the Corporation shall not consent to any further pledge or mortgage of the Occupancy Agreement or security interest created in the Membership Certificate; and (7) any such further pledge or mortgage or security interest shall be void and of no effect.

(vii) A secured party, other than the Lender holding the blanket first mortgage lien on the Property, even if said lender is acting in its capacity as 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 Unit Owner, or its 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 (vii).

(viii) Upon Unit Owner'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.

(ix) In the event that the Corporation elects to accept a security agreement with respect to the purchase of a Membership Certificate allocated to a Unit from the Corporation, the form of said security agreement shall be as set forth in the Promissory Note, Collateral Pledge Agreement and Assignment of Occupancy Rights attached hereto as Exhibit "C", and made a part hereof by this reference (the "Collateral Pledge"). The Corporation shall have the right to refer to said Collateral Pledge in any Memorandum of Occupancy Agreement, and the terms and conditions of said Collateral Pledge, as set forth in Exhibit "C", shall be deemed to be incorporated therein as if the terms of the Collateral Pledge had been fully set out. To the extent that any recorded Memorandum of Occupancy Agreement shall refer to a Collateral Pledge held by the Corporation as set forth herein, such reference shall constitute good and sufficient public notice of the terms of said Collateral Pledge. The Corporation shall have the right to further assign, convey, pledge, transfer, hypothecate or discount any and all of the Collateral Pledges held thereby. To the extent that said assignment, conveyance, pledge, transfer, hypothecation or discount is to an institutional lender, bank, savings bank, savings and loan association, insurance company, trust company, real estate investment trust, or similar organization, said institutional lender shall be deemed to be an institutional secured party, as such term is used herein, and shall be entitled to all rights accorded thereto by this Master Occupancy Agreement. Unit Owner acknowledges that any event of default under the Collateral Pledge shall also be a default under this Master Occupancy Agreement.

24. Corporation's Right to Remedy Unit Owner's Default. If the Unit Owner shall fail for thirty (30) days after notice to make repairs or perform maintenance to any part of the Unit or its fixtures which is Unit Owner's obligation to repair or maintain, pursuant to Paragraph 48D hereof, or which may need repair by the Corporation to maintain or replace any structural components of the Property or to another unit, or, if the Unit Owner or any person dwelling in the Unit shall request the Corporation, its agents or servants to perform any act not hereby required to be performed by the Corporation, the Corporation may make such repairs or arrange for others to do the same or remove such objectionable condition or equipment or perform such act, without liability of the Corporation; provided that, if the condition requires prompt action, notice of less than thirty (30) days may be given or, in case of emergency, no notice need be given. Nothing in this paragraph shall be construed to compromise the Unit Owner's right to exclusive possession of its unit. In all such cases the Corporation, its agents, servants, employees and contractors shall, as between the Corporation and Unit Owner, be conclusively deemed to be acting as agents of the Unit Owner and all contracts therefor made by the Corporation shall be so construed whether or not made in the name of the Unit Owner. If Unit Owner shall fail to perform or comply with any of the other covenants or provisions of this Master Occupancy Agreement within the time required by a notice from Corporation (not less than five (5) days), then Corporation may, but shall not be obligated to, comply therewith, and for such purpose may, in the event of an emergency which threatens other Units or the common elements, enter upon the Unit of Unit Owner. The Corporation shall be entitled to recover from the Unit Owner all expenses incurred or for which it has contracted hereunder, such expenses to be payable by Unit Owner on demand and to accrue interest from the date of demand at the maximum rate permitted by law.

25. Surrender on Expiration of Term. On the expiration or termination of this Master Occupancy Agreement, the Unit Owner shall surrender to the Corporation possession of the Unit with all additions and improvements. Any personal property not removed by the Unit Owner on or before such expiration or

termination of this Master Occupancy Agreement 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 Unit Owner. Any personal property not removed by the Unit Owner at or prior to the termination of this Master Occupancy Agreement may be removed by the Corporation, at Unit Owner's expense, to any place of storage and stored for the account of the Unit Owner 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, and Unit Owner shall be liable to the Corporation for all costs incurred for said removal and/or storage.

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

27. Waiver. The failure of the Corporation to insist, in any one or more instances, upon a strict performance of any of the provisions of this Master Occupancy Agreement, or to exercise any right or option herein contained, or to serve any notice, or to institute any action or proceeding, shall not be construed as a waiver or a relinquishment for the future of any such provisions, options or rights, but such provisions, options or rights shall continue and remain in full force and effect. The receipt by the Corporation of monies due hereunder, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Corporation of any provision hereof shall be deemed to have been made unless in a writing, expressly approved by the Corporation.

28. Notices. Any notice by, or demand from, either party to the other shall be duly given only if in writing and sent by certified or registered mail, return receipt requested: if by the Unit Owner, addressed to the Corporation at the Property with a copy sent by regular mail to the Corporation's managing agent; if to the Unit Owner, addressed to the Unit Owner'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 of address shall be deemed served when received.

29. Reimbursement of Corporation's Expenses. If the Unit Owner shall at any time be in default hereunder and the Corporation shall incur any expense (whether paid or not) as a result thereof, including a breach of Paragraph 48D hereof, or in instituting any action or proceeding based on such default or defending, or asserting a counterclaim in, any action or proceeding brought by the Unit Owner, the expense thereof to the Corporation, including reasonable attorneys' fees and disbursements (appellate fees and costs, if any) shall be recovered from the Unit Owner by the Corporation and shall be fully collectable. As used herein and throughout this Agreement, the term "Attorneys Fees" shall be deemed to include all fees and costs incurred whether by attorneys, paralegals, law clerks, legal assistants or others working under the direct supervision of a licensed attorney. Nothing in this paragraph shall be construed to compromise the Unit Owner's right to exclusive possession of its unit.

30. Corporation's Immunities.

A. The Corporation shall not be liable, except by reason of the Corporation's negligence, for any failure in, or insufficiency of, the water supply, electric current, gas, telephone or other service supplied by the Corporation hereunder or for any interference with light, air, view, or other interest of the Unit Owner. No abatement or offset against any amounts due from Unit Owner to Corporation or claim of eviction or dispossession 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 the Corporation's control, unless due to the Corporation's negligence.

B. The Corporation shall not be responsible for any damage to any automobile or other vehicle left in the care of the Corporation, its employees, contractors, licensees or the like by the Unit Owner, and the Unit Owner 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 parties. The Corporation shall not be responsible for any property left with or entrusted to the Corporation, its employees, contractors, licensees or the like or for the loss of or damage to any property within or without the Unit by theft or otherwise.

31. Termination of Occupancy Agreement by Corporation. If upon, or at any time after, the happening of any of the events mentioned in Subsections A through I inclusive of this Paragraph 31, the Corporation shall give to the Unit Owner a notice stating that the term hereof will expire on a date at least five (5) days thereafter, the term of the Occupancy Agreement 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 Unit Owner hereunder shall thereupon wholly cease and expire, and the Unit Owner shall thereupon quit and surrender the Unit to the Corporation, it being the intention of the parties hereby to create hereby a conditional limitation, and thereupon the Corporation shall have the right to reenter the Unit and to remove all persons and personal property therefrom, either by summary dispossession proceedings or by any suitable action or proceeding at law or in equity or otherwise, and to repossess the Unit in its former state as if the Occupancy Agreement 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 Unit Owner shall cease to be the owner of the Membership Certificate to which the Occupancy Agreement is appurtenant, or if the Occupancy Agreement 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 the Occupancy Agreement: (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 the Occupancy Agreement shall be appointed under any provision of the laws of the State of Florida or under any statute of the United States or any statute of any state of the United States and the order appointing such receiver shall not be vacated within thirty (30) days; or (iii) such holder shall make a general assignment for the benefit of creditors; or (iv) the Membership Certificate owned by such holder to which the Occupancy Agreement is appurtenant shall be duly levied upon under the process of any court whatever unless such levy shall be discharged within thirty (30) days; or (v) the Occupancy Agreement or the Membership Certificate to which it is appurtenant shall pass by operation of law or otherwise to anyone other than the Unit Owner herein named or a person to whom such Unit Owner has assigned the Occupancy Agreement in the manner herein permitted, but this Subsection (vi) shall not be applicable if the Occupancy Agreement shall devolve upon the executors or administrators of the Unit Owner and provided that, within eight (8) months (which period may be extended by the Directors) after the death, said Occupancy Agreement and Membership Certificate shall have been transferred to any Assignee in accordance with Paragraph 17 hereof; or (vii) the Occupancy Agreement or the Membership Certificate to which it is appurtenant shall pass to anyone other than the Unit Owner herein named by reason of a default by the Unit Owner under a pledge or security agreement or a mortgage made by the Unit Owner;

C. If there be an assignment of the Occupancy Agreement, or any sub-occupancy hereunder, without full compliance with the requirements of Paragraph 17 hereof or if any person not authorized by Paragraphs 16 or 17 shall be permitted to use or occupy the Unit and the Unit Owner shall fail to cause such unauthorized person to vacate the Unit within ten (10) days after written notice from the Corporation;

D. If the Unit Owner shall be in default for a period of one (1) month in the payment of any maintenance fee, assessment or additional assessment or common expense 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 Unit Owner 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 Unit Owner shall be deemed to have cured said default;

F. If at any time the Corporation shall determine, upon the affirmative vote of two-thirds (2/3) of its then Board of Directors, at a meeting duly called for that purpose, that, because of objectionable conduct on the part of the Unit Owner or of a person dwelling or visiting in the Unit, repeated after written notice from Corporation, the occupancy of the Unit Owner is undesirable (it being understood, without limiting the generality of the foregoing, that to repeatedly violate or disregard the Rules established in accordance with the provisions of this Master Occupancy Agreement or by the Bylaws or to permit or tolerate a person of dissolute, unsafe or immoral character to enter or remain in the Unit, shall be deemed to be objectionable conduct);

G. If at any time the Corporation shall determine upon the affirmative vote of two-thirds (2/3) of its then Board of Directors at a meeting of such Directors duly called for the purpose, and the affirmative vote of the record holders of at least two-thirds (2/3) of its then Membership Certificates, at a meeting duly called for that purpose, to terminate all Occupancy Agreements;

H. If the common facilities shall be destroyed or damaged and two-thirds (2/3) of the Unit Owners shall decide not to repair or rebuild;

I. If Unit Owner shall default in the payment or performance of any of Unit Owner's obligations under any pledge or mortgage or other security agreement (the "security agreement") given a secured party (who has complied with the provisions of said Subsection B of Paragraph 23) and written notice of such default is given to Corporation by the secured party or its counsel.

32. Corporation's Rights After Unit Owner'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 Unit Owner in the payment of any assessment or additional assessment due hereunder, or on the expiration of the term pursuant to a notice given as provided in Paragraph 31 hereof upon the happening of any event specified in Subsections A to F inclusive of Paragraph 31, Unit Owner shall continue to remain liable for payment of a sum equal to the sums which would have become due hereunder and shall pay the same in installments at the time such sums would be due hereunder. No suit brought to recover any installments of assessment or additional assessment, common expense or maintenance fee 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) lease the Unit for its own account, or (ii) lease the Unit as the agent of the Unit Owner, in the name of the Unit Owner or in its own name, for a term which may be less than or greater than the period which would otherwise have constituted the balance of the term of this Master Occupancy Agreement, and may grant concessions or reduced maintenance fees, in its discretion. Any leasing of the Unit shall be deemed for the account of the Unit Owner, unless within ten (10) days after such leasing the Corporation shall notify the Unit Owner that the premises have been leased for the Corporation's own account. The fact that the Corporation may have leased the Unit as agent for the Unit Owner shall not prevent the Corporation from thereafter notifying the Unit Owner that it proposes to lease the Unit for its own account. If the Corporation leases the Unit as agent for the Unit Owner, it shall, after reimbursing itself for its expenses in connection therewith, including leasing commissions and a reasonable amount for attorneys' fees and expenses, and repairs in and to the Unit, apply the remaining avails of such leasing against the Unit Owner's continuing obligations hereunder. There shall be a final accounting between the Corporation and the Unit Owner upon the earliest of the four (4) following dates: (1) the date of expiration of the term of this Master Occupancy Agreement as stated in Paragraph 2 above; (2) the date as of which a new Occupancy Agreement covering the Unit shall have become effective; (3) the date

the Corporation gives written notice to the Unit Owner that it has leased the Unit for its own account; (4) the date upon which all Occupancy Agreements of the Corporation terminate. From and after the date upon which the Corporation becomes obligated to account to the Unit Owner, as above provided, the Corporation shall have no further duty to account to the Unit Owner for any avails of leasing and the Unit Owner shall have no further liability for sums thereafter accruing hereunder, but such termination of the Unit Owner's liability shall not affect any liabilities theretofore accrued.

B. If the Unit Owner shall at any time grant a sub-occupancy of 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 sub-occupant the sums due or becoming due from such sub-occupant to the Unit Owner and apply the amount to pay sums due or to become due from the Unit Owner to the Corporation. Any payment by a sub-occupant to the Corporation shall constitute a discharge of the obligation of such sub-occupant to the Unit Owner, to the extent of the amount so paid. The acceptance of maintenance fees or assessments from any sub-occupant to the Unit Owner shall not be deemed a consent to or approval of any sub-occupancy or assignment by the Unit Owner or a release or discharge of any of the obligations of the Unit Owner hereunder.

C. Upon the termination of the Occupancy Agreement under the provisions of Subsections A to F, inclusive, or I of Paragraph 31 of this Master Occupancy Agreement, the Unit Owner shall surrender to the Corporation the Membership Certificate of the Corporation owned by the Unit Owner to which the Occupancy Agreement is appurtenant. Whether or not said certificate is surrendered, the Corporation may reissue a new Occupancy Agreement for the Unit and issue a new certificate for the Membership Certificate of the Corporation owned by the Unit Owner and allocated to the Unit when a purchaser therefor is obtained, provided that the issuance of such Membership Certificate and such Occupancy Agreement to such purchaser is authorized by a resolution of the Directors, or by a writing signed by a majority of the holders of Membership Certificates of the Corporation accompanying Occupancy Agreements then in force. Upon such issuance, the Membership Certificate owned or held by the Unit Owner shall be automatically canceled and rendered null and void. The Corporation shall apply the proceeds received for the issuance of such Membership Certificate first, toward the payment of Unit Owner's indebtedness hereunder (including interest, attorneys' fees, and costs, if any), and other expenses incurred by the Corporation; second, if said termination shall result pursuant to Subsection I of Paragraph 31 by reason of a default under the security agreement towards the payment of Unit Owner's indebtedness under the security agreement (including costs, expenses and charges payable by Unit Owner thereunder); and third, if the proceeds are sufficient to pay the same, the Corporation shall pay over any surplus to the Unit Owner, but, if insufficient, the Unit Owner shall remain liable for the balance of the indebtedness due hereunder or (if applicable) under said security agreement. Upon issuance of any such new Occupancy Agreement and certificate, the Unit Owner's liability hereunder shall cease and the Unit Owner shall only be liable for maintenance fees and assessments accrued to that time. The Corporation shall not, however, be obligated to sell such Membership Certificate and appurtenant Occupancy Agreement or otherwise make any attempt to mitigate damages.

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

34. Surrender of Possession. Upon the termination of the Occupancy Agreement under the provisions of Subsections A to F inclusive or I of Paragraph 31 of this Master Occupancy Agreement, the Unit Owner shall remain liable as provided in Paragraph 31 of this Master Occupancy Agreement. Upon the termination of this Master Occupancy Agreement under any other of its provisions, the Unit Owner shall be and remain liable to pay all maintenance fee, assessments, and other charges due or accrued and to perform all covenants and agreements of the Unit Owner up to the date of such termination. On or before any such termination, the Unit Owner shall vacate the Unit and surrender possession thereof to the Corporation and, upon demand of the Corporation, 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 Unit Owner in the Unit.

35. Continuation of Cooperative Management of the Mobile Home Park After All Occupancy Agreements Terminate. No later than thirty (30) days after the termination of all Occupancy Agreements, whether by expiration of their terms or otherwise, a special meeting of the Unit Owners of the Corporation shall take place to determine whether: (i) to continue to operate the Mobile Home Park and extend this Master Occupancy Agreement for a term of not less than twenty-five (25) years from expiration of this Master Occupancy Agreement; (ii) to alter, demolish or rebuild the common facilities or any part thereof; or (iii) to sell the Mobile Home Park and liquidate the assets of the Corporation. The Directors shall carry out the determination made at said meeting of the Unit Owners of the Corporation, and all of the holders of the then Membership Certificates of the Corporation shall have such rights as inure to shareholders of corporations having title to real estate. Each Unit Owner shall own his equity interest in the Corporation equal to his percentage of ownership of equity interest and percentage of sharing of common expenses as set out in the Bylaws of the Corporation.

36. Unsold Membership Certificates. The term "unsold Membership Certificates" means and has exclusive reference to the Membership Certificates 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 a member of his family) of the Unit to which such Membership Certificate is allocated.

37. Foreclosure - Appointment of Receiver. Notwithstanding anything contained in this Master Occupancy Agreement, if any action shall be instituted to foreclose any mortgage on the Property, the Unit Owner shall, on demand, pay to the receiver appointed in such action maintenance fees and/or assessments, 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, as maintenance fees and/or assessments hereunder, the maintenance fees and/or assessments for the Unit as last determined and established by the Directors prior to the commencement of said action, and such maintenance fees and/or assessments shall be paid during the period of such receivership, whether or not the Corporation shall have determined and established the maintenance fees and/or assessments payable hereunder for any part of the period during which sum receivership may continue. An appointed receiver shall have all the rights afforded a mortgagee in title pursuant to Paragraph 19 of this Master Occupancy Agreement.

38. To Whom Covenants Apply. The references herein to the Corporation shall be deemed to include its successors and assigns, and the references herein to the Unit Owner or to a Member of the Corporation shall be deemed to include the personal representatives, legatees, distributees and assigns of the Unit Owner 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 Unit Owner and the personal representatives, legatees, distributee, successors and assigns of the Unit Owner, except as otherwise provided for herein.

39. Corporation's Additional Remedies. In the event of a breach or threatened breach by Unit Owner of any provision hereof, the Corporation shall have the right of injunction and the right to invoke any remedy at law or in equity, as if reentry, summary proceedings and other remedies were not herein provided for, and the election of one or more remedies shall not preclude the Corporation from any other remedy. All remedies of the Corporation are cumulative to each other and any other remedies given by law and the provision of any particular remedy in this Master Occupancy Agreement available to the Corporation in the event of a default by Unit Owner hereunder shall not be deemed a limitation or election of remedy.

40. Unit Owner More Than One Person. If more than one person is named as Unit Owner 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 Unit Owner hereunder including, without limiting the generality of the foregoing, the surrender or assignment of this Master Occupancy Agreement or any request for consent to

assignment or subletting. Each person named as Unit Owner shall be jointly and severally liable for all of the Unit Owner's obligations hereunder. Any notice by the Corporation to any person named as Unit Owner shall be sufficient and shall have the same force and effect as though given to all persons named as Unit Owner.

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

42. Notice to Corporation of Default. The Unit Owner 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 Unit Owner's failure to pay any monies due hereunder if such action, defense or counterclaim is based upon the Corporation's failure to comply with its obligations under this Master Occupancy Agreement or any law, ordinance or governmental regulation unless such failure shall have continued for thirty (30) days after the giving of written notice thereof by the Unit Owner to the Corporation.

43. Unity of Membership Certificate and Occupancy Agreement. The Membership Certificate of the Corporation held by the Unit Owner and allocated to the Unit has been acquired and is owned by Unit Owner subject to the following conditions agreed upon by Unit Owner with the Corporation and with each of the other unit owners 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 the Occupancy Agreement as permitted hereby.

B. The Membership Certificate shall not be sold except to the Corporation or to an assignee of the Occupancy Agreement after compliance with all the provisions of Paragraph 17 of this Master Occupancy Agreement relating to assignments.

44. Unit Boundaries. The boundaries of each Unit in the Property transferred by the Corporation shall be as follows:

A. Boundaries abutting streets and driveways in the Mobile Home Park shall be the edge of the street or driveway as shown on the Plot Plan.

B. Boundaries between Units on the side and to the rear shall be the boundaries currently maintained on the date of recording of this Master Occupancy Agreement.

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

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

45. 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, except that, if taxes and assessments are assessed and billed to separate Units, then the Unit Owner of the Unit shall pay same;

B. Pay the premiums on all necessary insurance required to be carried by the Corporation under this Master Occupancy Agreement;

C. Pay all necessary expenses incurred for the operation, maintenance and repair of the Property and all personal property and equipment required by the Corporation for said purposes;

D. Pay any required mortgage payments to the mortgagee holding the blanket mortgage on the Property.

46. Interest Rate in the Event of Default of Unit Owner. Any payment required under this Master Occupancy Agreement that the Unit Owner fails to make shall bear interest at the highest rate allowed by law from the due date until paid, unless otherwise provided for herein.

47. Amendment of this Master Occupancy Agreement. This Master Occupancy Agreement may be amended by the approval of a resolution adopting such amendment by not less than two-thirds (2/3) of the Members of the Corporation. 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 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 purpose of voting at any such meeting.

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

No amendment shall be effective unless the written consent of any mortgagee holding a blanket mortgage on the Property is obtained prior to the recording thereof.

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

An amendment to this Master Occupancy Agreement shall be binding upon and inure to the benefit of all Unit Owners and shall become effective when recorded in the public records of the county in which the Property is located.

48. General Obligations. Unit Owner 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 clean and sanitary and in good repair.

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

D. Maintain (i) all sewer connections from its mobile home to the riser located on or about the Unit; (ii) maintain all water lines from the shut-off valve providing water to Unit Owner's Unit to Unit Owner's mobile home; and (iii) maintain all electrical, telephone, gas and cable television transmission facilities, line, breakers, sockets, meters, and the like located on the Unit and/or Unit Owner's mobile home, except to the extent agreed to be maintained by the particular utility provider.

49. Articles of Incorporation, Bylaws, Rules and Regulations. This Master Occupancy Agreement is subject to, and Corporation and Unit Owner shall abide by the provisions of, the Articles of Incorporation and the Bylaws of the Corporation, and the Rules as amended from time to time. These Articles of Incorporation, Bylaws, Rules and any amendments made to them in the future, are made a part of this Master Occupancy Agreement by reference. Unit Owner acknowledges that it has been provided with a copy of the Articles of Incorporation, the Bylaws and the Rules and that he has read them and understands their contents.

50. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

The foregoing notice is provided pursuant to Section 404.056(6), Florida Statutes (1995), which requires that such notice be included in certain real estate documents.

51. Indemnity. Unit Owner shall indemnify Corporation and hold it harmless from and against any and all claims or demands arising from:

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

B. Any default of Unit Owner under this Master Occupancy Agreement;

C. The negligence or wrongful acts or omissions of Unit Owner, its agents, contractors, invitees, guests, employees, or any of them;

D. Any damage to the property of Unit Owner or others or injury to any person on or about the Property caused by Unit Owner, its agents, contractors, invitees, guests, employees, or any one of them;

E. Any legal or administrative proceeding in which the Corporation is made a party due to a default of Unit Owner under this Master Occupancy Agreement;

F. All costs, attorneys' fees and expenses incurred by Corporation in connection with matters indemnified against. Unit Owner shall defend any legal action or proceeding resulting from a claim or demand indemnified against, at its expense, by attorneys satisfactory to Corporation on receipt of written notice from Corporation to do so.

52. Changes to be in Writing. The provisions of this Master Occupancy Agreement cannot be modified orally.

IN WITNESS WHEREOF, the parties shall be deemed to have executed this Declaration of Master Occupancy Agreement and be bound by its terms upon execution of the Memorandum of Occupancy Agreement between the Corporation and Unit Owner incorporating its terms by reference.

WITNESSED BY:

Print Name: S. MICHAEL HUGHES

Print Name: William M. STEVENSON

COUNTRYSIDE ESTATES ROC, INC., a Florida not-for-profit corporation

By: Sylvester H. Tenbarger
SYLVESTER H. TENBARGE, President
7065 Spanish Moss Lane
Brooksville, FL 34601-6825

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

29th The foregoing Declaration of Master Form Occupancy Agreement was acknowledged before me this day of October, 1997, by SYLVESTER H. TENBARGE, who is personally known to me as President of COUNTRYSIDE ESTATES ROC, INC., a Florida not-for-profit corporation, on behalf of said corporation.

My Commission Expires



JOANNE M DONOGHUE
My Commission CC398996
Expires Aug. 09, 1998
Bonded by ANB
800-852-5878

Joanne M. Donoghue
Print Name: Joanne M. Donoghue
NOTARY PUBLIC

EXHIBIT "A"

LEGAL DESCRIPTION
FOR
COUNTRYSIDE ESTATES MOBILE HOME PARK

The West 200 feet of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ lying North of the North right-of-way boundary of U.S. Highway 98, also known as State Road 50, LESS the West 15 feet for roadway; the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, LESS the West 15 feet for roadway; and the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, all being in Section 32, Township 22 South, Range 20 East, Hernando County, Florida.

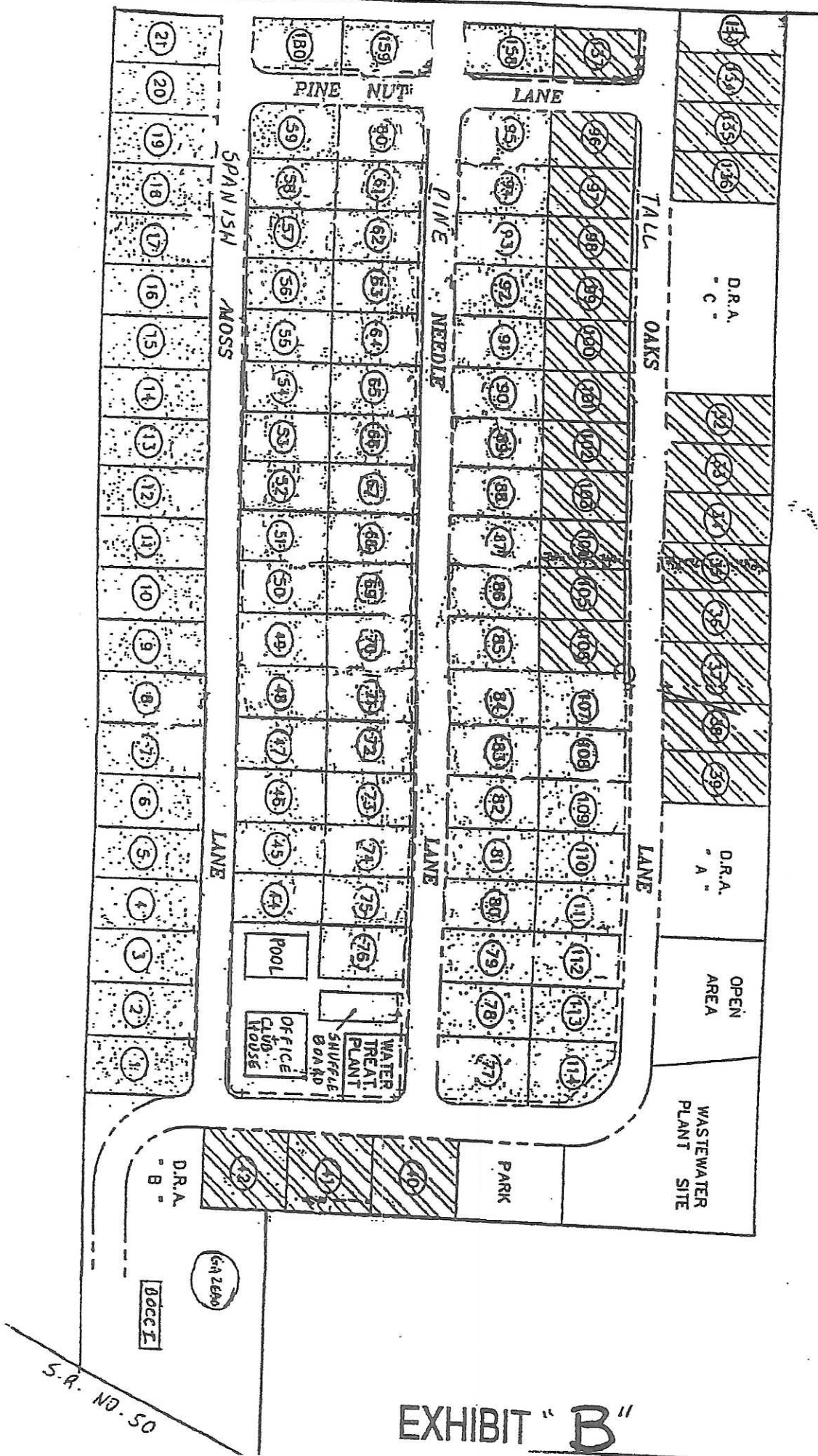


EXHIBIT "B"

PROMISSORY NOTE, COLLATERAL PLEDGE AGREEMENT
AND ASSIGNMENT OF OCCUPANCY RIGHTS

PROMISSORY NOTE

\$ _____

Dated _____
Brooksville, Florida

FOR VALUE RECEIVED, you, the undersigned (sometimes referred to herein as the "Maker"), promises to pay to the order of COUNTRYSIDE ESTATES ROC, INC., a Florida not-for-profit corporation, or its successors or assigns (sometimes referred to herein as the "Holder") having an address of 25199 Cortez Boulevard, Brooksville, Florida, 34601, the following amount, together with interest accrued from the date advanced on the principal balance remaining from time to time unpaid as follows:

1. Principal Amount of Note: _____ AND NO/100 DOLLARS (\$ _____.00).
2. Interest Rate: The interest rate payable under the terms of this Note will be ____% per annum for the first ____ years of the loan (the "Interest Rate"). On the ____ anniversary date of the loan, and every ____ (____) years thereafter (the "Adjustment Date"), the interest rate shall be subject to adjustment (the "Adjusted Rate"). The Adjusted Rate shall be equal to the then current weekly average yield for U.S. Treasury securities with three-year maturities plus ____ (____%) percentage points. The interest rate shall be calculated on the basis of a 360 day year, comprised of 12 months of thirty (30) days each (the "Interest Rate").

The monthly payment amount is subject to adjustment on the first day of the first calendar month following an Adjustment Date so as to amortize the then outstanding principal balance of the Note as calculated by using such Adjusted Rate over the remainder of the original _____ year amortization period.

3. Monthly Payment: Your Initial Monthly Payment will be _____ DOLLARS (\$ _____) each month (which includes a payment of both a portion of the principal and interest, based on a 30-year amortization) beginning _____, and on the same day of each month thereafter for _____ (____) years; thereafter, payments of principal and interest, as modified on the Adjustment Date, shall be due on the same day of each month until the Maturity Date or until paid in full. Maker acknowledges that monthly payments of principal and interest due hereunder may also be modified by any re-amortization or refinancing of the principal balance due hereunder.
4. Maturity Date: On _____, the remaining unpaid principal balance, together with accrued interest thereon, will become immediately due and payable. If the interest rate remained at ____% for the entire ____-year period of the loan, this amount would be _____ DOLLARS (\$ _____); however, this amount will change based upon the re-amortizations on the Adjustment Date.
5. Refinancing: At Maturity, Maker shall be entitled to refinance this Note (the "New Note") with Holder, based solely on the following: The New Note shall reflect similar terms and conditions to those terms and conditions set forth in the promissory note executed by Holder in favor of any commercial lender creating a first lien on the assets of Holder for the purpose of refinancing or extending the existing first mortgage encumbering the assets of Holder (the "First Mortgage Lien"), and shall bear interest at the rate of one-half of one percent (.5%) above the interest rate charged by the holder of the First Mortgage Lien.

6. Prepayment: Prepayments of principal may be made without penalty under the following terms:
- a) Prepayment of the entire remaining unpaid balance of principal, together with any and all accrued and unpaid interest, may be made at any time without penalty.
 - b) Prepayments of less than the entire remaining unpaid principal balance may only be made in increments of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00).
 - c) Prepayments may be made not more frequently than one (1) per month.
 - d) Upon receipt by the Holder of any prepayment of principal, reamortization of this Note will be made quarterly, that is on the earliest to occur of January 15, April 15, July 15, or October 15. However, Maker retains the right not to have this Note reamortized, upon written notification to the Board at the time such prepayment is made.

Time is of the essence of this Note, and if you fail to make any payment of any sum due under this Note on or before the payment date set forth above, then the Holder may consider the entire outstanding principal balance of this Note, together with all accrued and unpaid interest thereon, as immediately due and payable, without further notice. The failure by the Holder to exercise this option will not constitute a waiver of the Holder's right to exercise this right at any other time so long as you are in default hereunder. In the event of a default under the terms of this Note, for so long as the default exists, the interest rate payable under the terms of this Note will equal the lesser of eighteen percent (18%) per annum or the maximum legal contract rate allowed by law (the "Default Interest Rate"). In addition, in the event any payment is not timely received by the Holder, the Holder will have the right to assess a late fee equal to five percent (5%) of the payment amount or FIVE AND NO/100 DOLLARS (\$5.00), whichever is greater, to defray the reasonable and necessary administrative costs incurred by the Holder to process said late payment.

The Holder will not be entitled to collect or retain any interest otherwise payable hereunder which would make this Note usurious under the laws of this State. In the event it is determined that the Holder has received any payment of interest which may be usurious, the Holder will, at the Maker's option, refund such usurious portion of the interest paid or apply same to the principal amount remaining due under this Note as a partial payment thereof.

In the event this Note is placed in the hands of an attorney for collection because of your default, you will be required to pay all costs and expenses of such collection, including court costs and reasonable attorneys' fees (and fees charged by paralegals and other professionals working under the direction of an attorney) incurred in or out of court, at trial or in any appeal or appeals or in any proceeding under bankruptcy or insolvency laws. Both you and any endorsers severally waive presentment for payment, protest and notice of protest and notice of dishonor for non-payment of this Note.

Any notice to you provided for in this Note must be given by personal delivery, prepaid overnight delivery service, or prepaid certified mail, return receipt requested, addressed to you at your address set forth below, or at such other address as you may designate by notice to the Holder as provided herein, and any notice to the Holder must be given by personal delivery, prepaid overnight delivery service, or prepaid certified mail, return receipt requested, addressed to the Holder at the address hereinafter set forth for payments, or at such other address as the Holder may designate by notice to you as provided herein. Any notice provided for in this Note will be deemed to have been given when personally delivered to the other party or, if given by overnight delivery service, upon the next succeeding business day, or, if given by certified mail, three (3) business days after deposit with proper postage prepaid in the United States Postal System.

**COLLATERAL PLEDGE AGREEMENT AND
ASSIGNMENT OF OCCUPANCY RIGHTS**

As security for your punctual payment of the principal and interest and other amounts due under the Note, you hereby pledge, assign and deliver to the Holder, and grant to the Holder a security interest in, all of your right, title and interest in and to Membership Certificate No. _____ (the "Membership Certificate") issued by COUNTRYSIDE ESTATES ROC, INC., (the "Corporation"), and all rights associated therewith, together with your interest in Unit/Lot No. _____ of COUNTRYSIDE ESTATES MOBILE HOME PARK, according to Exhibit "B" (the "Plot Plan") of the Declaration of Master Form Occupancy Agreement recorded in the Public Records of Hernando County, Florida, and your rights in and to your right of occupancy and as occupant under the Declaration of Master Form Occupancy Agreement, as evidenced by the terms thereof and the Memorandum of Occupancy Agreement recorded with respect to your right of occupancy; subject to the following terms:

1. Vote of Pledged Unit. Subject to the provisions of Paragraph 2 hereof, you will be entitled to vote in the affairs of the Corporation and to otherwise exercise your rights as a member of the Corporation and be entitled to all other membership rights as though you were the outright owner of the Membership Certificate without this Pledge Agreement; provided, however, that you agree to cast no vote and take no action as a member of the Corporation which would be inconsistent with or violate any of the provisions of the Note or this Pledge Agreement.
2. Remedies upon Default. If you default under the Note, the Holder may, upon giving you ten (10) days' written notice of its intention to do so:
 - (a) Exercise any and all rights, privileges, options or powers that you may have pertaining or relating to the Membership Certificate or your membership rights (to allow the Holder to exercise these rights, you hereby appoint the Holder as your proxy and attorney-in-fact with full power of substitution to do so). The Holder has no duty or obligation to exercise these rights, privileges, options or powers, nor will the Holder be required to sell or otherwise realize upon the Membership Certificate. The Holder will not be required to preserve the Membership Certificate, and the Holder will have no responsibility or liability for its failure to do so.
 - (b) The Holder may sell, assign and deliver the Membership Certificate at any private sale or at public auction, with or without demand or advertisement of the time or place of such sale, for cash, for credit or for other property, and for such price or prices and on such terms as the Holder, in its discretion may decide acceptable, and the Holder may bid for or purchase, free from your right of redemption (all said rights being also hereby waived and released), the Membership Certificate and may make payment on account thereof by using any amount then due and payable by you to the Holder as a credit against the purchase price, and the Holder may hold, retain and dispose of the Membership Certificate without further accountability therefor.
 - (c) In the event the proceeds of any sale are insufficient to cover the costs and expenses of collection, sale and delivery, and all amounts due and payable by you to the Holder pursuant to the Note, you will remain liable to the Holder for any deficiency.
 - (d) Upon any default and upon transfer of the Membership Certificate in accordance with this paragraph, the purchaser or transferee will be the new member under said Membership Certificate as if he or she had originally been named as a member thereunder.
 - (e) In addition to the foregoing, Holder shall have such rights as may be permitted at law or in equity to take possession of your Unit and to enforce Holder's rights under this assignment of your right of occupancy.

3. **Sale.** In a private sale, you hereby for yourself, your heirs, personal representatives or assigns, waive, to the extent it may be legal to do so, any requirement (statutory or otherwise) of advertisement or public announcement as to the time and place of the sale by the Holder of the Membership Certificate.
4. **Application of Proceeds.** The Holder will apply the proceeds of any sale of the Membership Certificate after deducting all costs and expenses of collection, sale and delivery (including, without limitation, reasonable attorney fees, as defined above, and expenses for all proceedings, trials, and appeals), incurred by the Holder in connection with such sale, to the payment of all amounts due and payable by you to the Holder pursuant to the Note and, upon payment in full of all such amounts, the Holder will pay over any balance of such proceeds and other monies to you.
5. **Return of Membership Certificate.** When you pay in full the principal and all outstanding interest due under the Note and this Pledge Agreement, you will be entitled to the return of the Membership Certificate, and the Note and this Pledge Agreement will be canceled.
6. **Divestment of Title.** Any sale by the Holder of your Membership Certificate, as described above, will divest all right, title, interest, claim and demand, either at law or in equity, which you may have in and to the Membership Certificate, and will be a perpetual bar both in law and in equity, of any further rights to the Membership Certificate which you may have or which your heirs, successors, assigns, or personal representatives may have. The following will not constitute a waiver of, or limit of the Holder's right to take any action with respect to, any power of sale, lien, option or other right hereunder, or otherwise affect the Holder's rights hereunder in any respect: (a) any delay on the Holder's part in exercising any such right, (b) any notice or demand which may be given to or made upon you with respect to any such right, (c) any single or partial exercise of any right belonging to the Holder, or (d) the exercise of any such right without notice or demand, except the notice of intention to you required pursuant to Subparagraph (b) of Paragraph 2 hereof. The remedies given to the Holder are, to the extent permitted by law, cumulative and are in addition to any other remedies given hereunder or now or hereafter existing at law or in equity or by statute.
7. **Power to Transfer Membership Certificate.** The undersigned does hereby irrevocably appoint the Holder as attorney-in-fact, with full power and authority to transfer the undersigned's Membership Certificate on the books of the Corporation in accordance with the Pledge Agreement.
8. **Binding Effect.** This Agreement will bind and inure to the benefit of the heirs, personal representatives, successors and assigns of both you and the Holder.
9. **Modification or Waiver.** No modification or waiver of any of the provisions hereof will be effective unless in writing and signed for or on behalf of the party sought to be bound and then only in the specific instance for which given.
10. **Notices.** Any notices required or permitted to be served hereunder or under the Note or by law will be deemed served by delivering or mailing the same, as set forth herein. Any party hereto may, at any time by giving five (5) days' written notice to the other party hereto, designate any other party or address in substitution of any party or address to which such notice shall be given.
11. **Choice of Law.** The Note and this Pledge Agreement has been executed and delivered in the State of Florida and will be governed by and construed with the laws of the State of Florida.
12. **Severance.** If any portion of the Note or this Pledge Agreement is determined by a court of law to be unenforceable, the remainder of the Note and this Pledge Agreement will nevertheless, to the extent practical, be enforced in accordance with its terms as if that provision had not been included.

13. Separate Documents. To the extent necessary to allow the Holder to exercise all rights available to it under the Note and the Pledge Agreement or at law or equity, the Note and the Pledge Agreement may be treated as separate and distinct instruments or may be treated as a single instrument as the Holder, in its sole discretion, may determine.

14. Further Assurances. At the request of the Holder, you agree to execute and deliver to the Holder any additional instruments or documents including but not limited to Uniform Commercial Code Financing Statements, Pledge Agreements, Assignments of Occupancy Agreement, Proxies, or Powers of Attorney, as may be necessary to allow the Holder to exercise its rights under this Pledge Agreement or as otherwise may be necessary to protect or perfect the Holder's interest in the Membership Certificate.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the ____ day of _____, 199____. By executing this document as set forth below, you will be deemed to have executed and confirmed both the Note and the Collateral Pledge portions of this Agreement.

WITNESSED BY:

[Print Name]_____

Address of Maker:

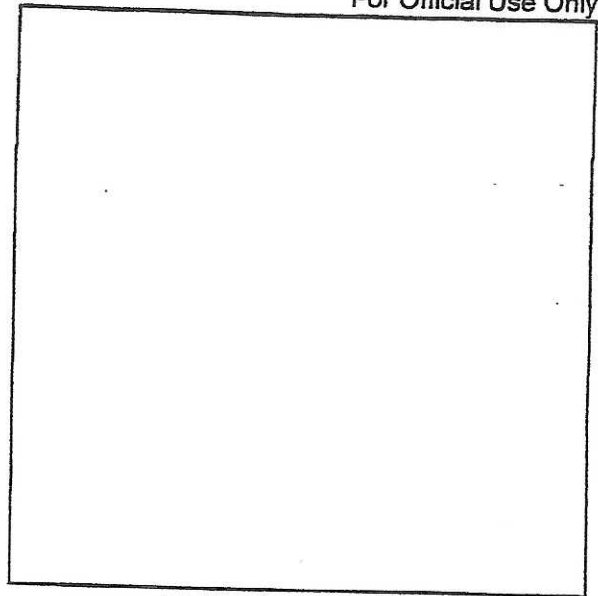
Brooksville, FL 34601

STATE OF _____
COUNTY OF _____

The foregoing Promissory Note and Collateral Pledge was acknowledged before me on the ____ day of October, 1997, by _____, who is personally known to me or did produce _____ as identification.

My Commission Expires:

Print Name: _____
NOTARY PUBLIC



MEMORANDUM OF OCCUPANCY AGREEMENT

COUNTRYSIDE ESTATES ROC, INC., a Florida not-for-profit corporation ("Corporation") having an office located at 25199 Cortez Boulevard, Brooksville, Florida, 34601, hereby transfers and remises unto _____ ("Unit Owner"), whose address is _____, Brooksville, Florida, 34601, the following described premises:

Unit/Lot No. _____ of COUNTRYSIDE ESTATES ROC, INC., a Florida not-for-profit corporation, according to Exhibit "B" (the "Plot Plan") of the Declaration of Master Form Occupancy Agreement recorded in the Public Records of Hernando County, Florida, legally described as follows:

The West 200 feet of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ lying North of the North right-of-way boundary of U.S. Highway 98, also known as State Road 50, LESS the West 15 feet for roadway; the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, LESS the West 15 feet for roadway; and the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, all being in Section 32, Township 22 South, Range 20 East, Hernando County, Florida.

for a term of years as contained in, and in consideration of the mutual covenants in, that certain Declaration of Master Form Occupancy Agreement (the "Master Occupancy Agreement"); which Master Occupancy Agreement, and all amendments thereto, are incorporated herein by reference, the original of which is maintained in the office of the Corporation located at the property described in the Plot Plan.

Unit Owner is the owner of appurtenant Membership Certificate No. _____ of the Corporation. The Membership Certificate ownership and membership interest represents a proportionate interest in the land described in Exhibit "A", which entitles Unit Owner to occupy his Unit exclusively.

This Memorandum of Occupancy Agreement may be subject to a Promissory Note, Collateral Pledge Agreement, and Assignment of Occupancy Rights executed by Unit Owner in favor of the Corporation of even

This Instrument Prepared By & Return To:

date herewith in the form as shown on **Exhibit "C"** to the Master Occupancy Agreement. If applicable, the terms and conditions of said form Promissory Note, Collateral Pledge Agreement, and Assignment of Occupancy Rights are hereby incorporated herein by this reference, and Unit Owner acknowledges and agrees to the terms and conditions contained therein.

EXECUTED this ____ day of _____, 199__.

WITNESSES:

Print Name: _____

Print Name: _____

COUNTRYSIDE ESTATES ROC, INC., a Florida not-for-profit corporation

By: _____

Print Name: _____

Title: _____

25199 Cortez Boulevard
Brooksville, FL 34601

(Corporate Seal)

STATE OF _____
COUNTY OF _____

BEFORE ME, personally appeared _____, personally known to me (or who has produced _____ as identification) to be the individual described in and who executed the foregoing Memorandum of Occupancy Agreement as President of COUNTRYSIDE ESTATES ROC, INC., a Florida not-for-profit corporation, and acknowledged to me that (s)he executed such instrument as such officer and the seal is affixed to the foregoing Memorandum of Occupancy Agreement by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this ____ day of _____ 199__.

My Commission Expires:

Print Name: _____

NOTARY PUBLIC

WITNESSES:

Print Name: _____

Print Name: _____

Print Name: _____

Address: _____

STATE OF _____
COUNTY OF _____

BEFORE ME, personally appeared _____, personally known to me (or who has produced _____ as identification) to be the person described in and who executed the foregoing Memorandum of Occupancy Agreement, and acknowledged to me that (s)he executed such instrument for the purpose therein expressed.

WITNESS my hand and official seal, this _____ day of _____, 199_____.

My Commission Expires:

Print Name: _____

NOTARY PUBLIC

WITNESSES:

Print Name: _____

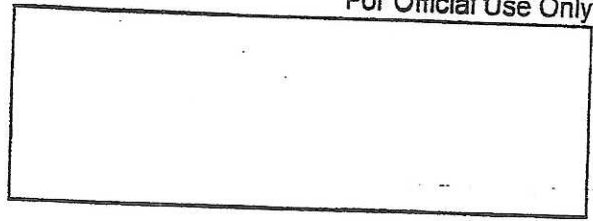
Print Name: _____

Print Name: _____

Address: _____

STATE OF _____
COUNTY OF _____

BEFORE ME, personally appeared _____, personally known to me (or who has produced _____ as identification) to be the person described



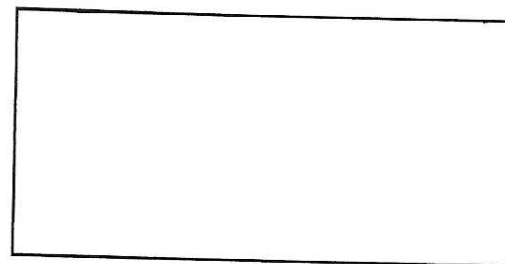
in and who executed the foregoing Memorandum of Occupancy Agreement, and acknowledged to me that (s)he executed such instrument for the purpose therein expressed.

WITNESS my hand and official seal, this ____ day of _____, 199__.

My Commission Expires:

Print Name: _____

NOTARY PUBLIC



ASSIGNMENT OF OCCUPANCY AGREEMENT

KNOW THAT _____, Assignor in consideration of the sum of Ten Dollars (\$10.00) paid by _____ (husband & wife), Assignee, whose address is _____ and for other good and valuable consideration, do (es) hereby assign unto the Assignee all of the Assignor's right, title and interest in and to a certain occupancy agreement made by COUNTRYSIDE ESTATES ROC. INC., Florida not-for-profit Corporation, to _____ Dated, the ____ day of _____ 2021 granting the right of occupancy to:

Unit/Lot #____ of COUNTRYSIDE ESTATES ROC. INC., a Florida not-for-profit Corporation, according to Exhibit "B" (the "Plot Plan") of the Declaration of Master Form Occupancy Agreement recorded in the Public Records of Hernando County, Florida, legally Described as follows:

The West 200 feet of the Southwest ¼ of the Southeast ¼ of the Northeast ¼ lying north of the North right-of-way boundary of U.S. Highway 98, also known as State Road 50, LESS the West 15 feet for roadway; the Northwest ¼ of the Southeast of the Northeast, LESS the West 15 feet for Roadway; and the Southwest ¼ of the Northeast of the Northeast ¼, all Being in Section 32, Township 22 South, Range 20 East, Hernando County, Florida.

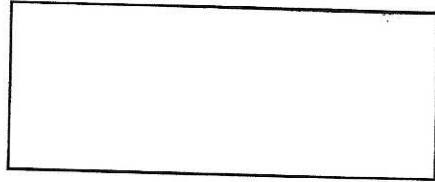
TO HAVE AND TO HOLD THE SAME UNTO THE Assignee, and the Assignee's executors, administrators, legal representatives, heirs, distributees, successors and assigns on and after the date hereof, For all the rest of the term of said Occupancy Agreement, subject to the covenants, conditions and limitations therein contained.

Assignee is the owner of appurtenant Membership Certificate #____ of the Corporation, The Membership Certificate ownership and membership interest represents a proportionate interest in the land described in Exhibit "A", which entitles Assignee to occupy this Unit exclusively.

This Instrument Prepared By and Return to:

Countryside Estates, ROC, Inc.
7001 Tall Oaks Lane
Brooksville, FL 34601

For Official Use Only



The right of occupancy may be subject to a Promissory Note, Collateral Pledge Agreement, and Assignment of Occupancy Rights in favor of the Corporation in the form as shown on Exhibit "C" to the Declaration of Master Occupancy Agreement, if applicable, the terms and conditions of said Promissory Note, Collateral Pledge Agreement and Assignment of Occupancy Rights are incorporated herein by this reference, and Assignee acknowledges and agrees to the terms and conditions contained herein.

IN WITNESS WHEREOF, the Assignor has executed this Assignment of Occupancy Agreement this ____ day of ____ 2022.

ASSIGNOR

Witness #1

Signature

Print Name

Witness #2

Signature

Print Name

Signature of Assignor (Seller)

Print Name of Assignor(Seller)

Signature of Assignor (Seller)

Print Name of Assignor (Seller)

State of Florida

County of Hernando

The foregoing instrument was acknowledge before me by means of: ☐ Physical Presence OR
☐ Online Notarization, this ____ day of ____ 2022 by

Name of Person Acknowledging

Signature of Notary Public-State of Florida

Diane Kay Mills

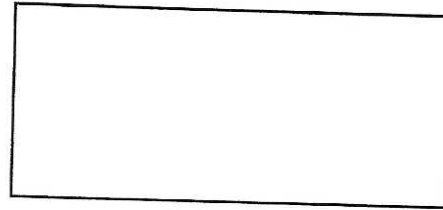
Notary Public

☐ Personally known

☐ Produced Identification

Type of Identification Produced:

For Official Use Only



ACCEPTANCE

Assignee, by the acceptance of this Assignment, agrees to be bound by the Declaration of Master Form Occupancy Agreement and the Articles of Incorporation and Bylaws of COUNTRYSIDE ESTATES ROC INC., a Florida not-for-profit corporation, and assumes all obligations of Assignor there under, together with an assumption of the terms, conditions, covenants and obligations of Assignor under the Promissory Note, Collateral Pledge Agreement and Assignment of Occupancy Rights, if any.

Witness #1

Signature

Print Name

Witness #2

Signature

Print Name

Signature Assignee (Buyer):

Print Name

Signature Assignee (Buyer)

Print Name

State of Florida
County of Hernando

The foregoing instrument was acknowledge before me by means of: ☐ Physical Presence OR

☐ Online Notarization, this _____ day of _____ 2022, by

Name of Person Acknowledging

Signature of Notary Public-State of Florida
Diane Kay Mills

☐ Personally known

☐ Produced Identification

Type of Identification Produced:
