

THIS INDENTURE, made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ by and between CRYSTAL BAY TRAVEL PARK, Inc., a cooperative mobile travel trailer corporation organized under the laws of the State of Florida, hereinafter called "Lessor", and of \_\_\_\_\_ hereinafter called "Lessee":

WITNESSETH THAT:

WHEREAS, Lessor was heretofore incorporated for the purpose of ownership and operation of cooperative mobile travel trailer lots on the premises hereinafter described, with the intent that each stockholder of Lessor would be entitled to occupy for dwelling purposes a mobile travel trailer lot leased by Lessor subject to the terms and provisions of this Lease; and

WHEREAS, Lessor is owner of fee simple title of the following described land in the Town of Palm Harbor, Pinellas County Florida, free and clear of all encumbrances except, mortgages recorded on said property and subject, also, to easements reservations and restrictions of record:

Lot # \_\_\_\_\_, Block \_\_\_\_\_, Crystal Bay  
Travel Park, as shown on the attached drawing.

WHEREAS, the capital stock of Lessor consists of 83 shares of common stock of the par value of \$100.00 per share, and the Lessee is the owner of \_\_\_\_\_ shares of said stock, said stock being incidental to this lease and issued for the purpose of Lessor making proportionate assessments among its

Lessees for the fixed and operating expenses of Lessor's co-operative travel trailer lots, the Charter and By-Laws of Lessor being made a part hereof.

NOW, THEREFORE in consideration of the premises and of the covenants and conditions hereinafter contained, Lessor has leased, and does hereby lease to said Lessee, for a term beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, unless sooner terminated as hereinafter provided all that certain travel trailer lot no. \_\_\_\_\_ of the same number as described in that certain Declaration of Co-operative travel trailer lots for CRYSTAL BAY TRAVEL PARK, INC., recorded at Official Records Book 4480 Page 1280, Pinellas County, Florida, public records, to have and to hold the above-granted premises by Lessee upon the covenants, conditions and provisions hereinafter expressed.

IN CONSIDERATION OF THE PREMISES, Lessor and Lessee hereby covenant and agree as follows:

1. Peaceful Enjoyment. Lessee, upon paying the assessment hereinafter provided to be paid and performing the agreements and covenants on Lessee's part to be performed, shall at all times during the term hereby created, quietly hold and enjoy the premises hereby demised. Lessee, if a natural person or persons shall have the right of occupancy in the demised premises subject to the provisions hereof. If Lessee is a business corporation, trust or other such entity, the Board of Directors shall approve or reject proposed occupants in each case as if they were proposed sub-lessees.

2. Management. Lessor will maintain and manage said premises as a first class co-operative mobile travel trailer park.

3. Utilities Lesser shall use diligence in furnishing water J light and other utilities, unless said services are assumed by Lessee, and shall net became

liable for interruption. of the supply of water , electricity J or ether utilities nor for any accident occurring in or about the premises in the operation of the water, lighting or other utilities, nor for any damage, injury or loss which Lessee may sustain arising therefrom,

4. Maintenance by Lessor. Lessor shall keep in good repair the foundations and all main or principal pipes for carrying water to the premises together with the main drain pipes and electricity conduits , and all exterior plumbing and other apparatus intended for the general services of the premises, provided Lessee shall give Lessor prompt notice of any such repairs to be made; and Lessee shall at all reasonable times allow the representative of Lessor to enter and inspect said premises here demised for the purpose of determining the necessity and character of any such repairs and of making the same and upon reasonable notice to Lessee. All such repairs shall be at the expense of Lessor, except as otherwise provided herein.

5. Liability of Lessor. Lessor shall not be responsible for any damage to the demised premises nor to the contents thereof by leakage or overflow of water or breaking of pipes, regardless of fault t nor for any other loss or damage unless caused by the neglect of the Lessor.

6. Uniformity and Amendment. All leases of Villas entered into between Lessor and Stockholders shall contain substantially the same covenants and agreements as herein set forth and the form of these leases, as distinct from the House Rules shall not be changed except with. the written consent of the holders of a majority' of the outstanding capital stock, through an affirmative vote taken at a Stockholders meeting duly called for this purpose; in any event, no changes will be made therein which would affect the security of any mortgage then outstanding without the written consent of the mortgagee.

7. Assessments. Lessee shall pay to Lessor, an annual assessment for said dwelling unit for and during the term of this lease, equal to that proportion of the gross amount required by Lessor during each year which the shares of the capital stock of Lessor owned by Lessee herein bear to the total number of shares of stock of Lessor then outstanding, as more fully set forth in the By-Laws.

8. House Rules, By-Laws. Lessor may at any time by resolution of the Board of Directors establish House Rules for the management and control of said travel trailer lot and change the same from time to time. This lease shall be in all respects and at all times subject to said rules and those hereafter established and to the By-Laws of Lessor to the same extent as if they were written herein, and Lessee covenants to obey all such rules and to require them to be obeyed by the members of Lessee's family, Lessee's servants, agents and employees, and Lessee's sub-lessees; provided, however, that all such By-Laws, Rules and Regulations shall affect all leases to Stockholders uniformly and that such, Rules and Regulations shall not affect the security of any mortgage on the leasehold.

9. Use. Lessee shall not, at any time during the term of this lease use or permit the use of any part of the demised premises for any purpose other than as a travel trailer lot nor for any purpose that will injure the reputation of said premises, and shall not suffer anything to be done or kept herein which is not consistent with the requirements of insurer of the premises or contents or which will increase premiums for such Insurance, or which will interfere with the rights of other tenants or annoy other tenants as by unreasonable sounds, odors or otherwise. Lessee will comply with all regulations and requirements of the health department and of any other lawful authority.

10. Changes. Lessee will not make any structural alterations in or additions to said demised premises nor any changes, alterations or additions in or to the

exterior or public parts of said premises except with the previous written consent in each case of the Board of Directors of Lessor.

11. Maintenance by Lessee. Lessee will at Lessee's own expense keep the said exterior of said mobile home located on the demised premises in good condition and repair and in keeping with the character of the rest of the mobile homes in the park and will maintain and keep in repair all plumbing, heating, electrical and gas fixtures, stoves, and refrigerators within or appertaining to said demised premises. Should Lessee at any time refuse or neglect for ten (10) days after written notice to make the repairs which Lessee is required to make hereunder or to maintain said demised premises in good condition and repair, Lessor may without prior judicial determination, make such repairs or place said demised premises in proper condition and may enter or cause its agents or servants to enter the demised premises for that purpose and, at Lessor's option, all expenses incurred by Lessor in that behalf shall be added to the assessment on said premises and paid by Lessee as a part of the next installment thereof.

12. Assignment of Lease and Transfer of Shares. Neither this lease nor the rights of Lessee hereunder shall be assigned or transferred, except upon the transfer of all shares of stock with respect to this unit to the assignee of the lease, and said shares of stock shall only be transferred as a single unit. The requirements for such transfer and assignment and the rights of the parties thereto shall be as set forth in the By-Laws.

13. Subleases. Lessee may sublet for periods not exceeding one (1) year at a time, all but not part of the premises hereby demised to a subtenant only with the previous written consent of the Board of Directors of Lessor, pursuant to a resolution of said Board. Such approval, however, shall not operate to relieve Lessee hereunder of any obligation for the payment of assessments or otherwise, but shall only be an approval of the subtenant; as an acceptable occupant of the

premises. Lessee may sublet for periods net: exceeding thirty (30) days without the written consent of the Board of Directors. However, Lessee may not enter two or more consecutive subleases with the same subleasee or with any member of his family without approval of the Board if the periods of all such subleases combined exceed thirty (30) days. Any sublessee for any period accepting a sublease for any travel trailer lot shall be bound by the restrictive provisions here of and by any House Rules adopted: by the Board of Directors as ans though fully set forth in the sublease and shall be subject to removal or eviction for violation thereof.

14. Additional Remedies. In addition to all of Lesser s rights arising hereunder and. those granted Lessor as a. matter of law, all of which rights are specifically preserved hereby except to the extent in direct · conflict with the provisions hereof, Lessor shall have the following additional rights in case of default by the Lessee:

(a.) Termination of Tenancy: In case Lessee shall default in the performance of my covenant or provision hereof for sixty (60) days after written notice of such default shall have been given by Lessor as hereinafter provided, Lessor may, at its option, terminate the lease and. purchase Lessee's interest therein and attendant stock certificate, as well as any tenant improvements which cannot be removed without damage to the premises, for an arbitrate purchase price under the following procedure:

(i) Upon determination by the Lessor to terminate the Lessee s tenancy, = Lessor shall so notify Lessee as hereinafter provided for the giving of notice, shall advise Lessee that it intends to purchase his lease and stock certificate under the provisions hereof, and shall name an M. A. I. certified appraiser actively engaged in the appraisal business in Pinellas County;

(ii) Within ten (10) days after the giving of such notice, the Lessee shall name an appraiser of similar qualifications;

(iii) Within ten (10) days after the selection of the two appraisers as aforesaid, the two shall select a third appraiser agreeable to them both and the three shall thereupon promptly appraise the leasehold and share of stock (on the basis that the two are equivalent in value to a fee interest in the unit and common elements) and their determination shall be final and binding on the parties as to the purchase price to be paid for the apartment, or, if the appraisers cannot agree, the arithmetic mean of their respective determinations shall so establish the purchase price .

(iv) In the event the Lessee should fail to appoint an appraiser as hereinabove provided, or that the two selected shall fail to agree upon a third, the vacancy or vacancies shall be filled by the random selection by Lessor of an M. A. I. certified appraiser or appraisers actively engaged in the appraisal business in Pinellas County.

(v) Within sixty (60) days after the determination of the purchase price as hereinabove set forth, the sale shall be closed and the Lessee shall surrender possession to the Lessor. At the time of closing, any charges or assessments owned by Lessee to Lessor shall be deducted from the purchase price. The transfers shall be by appropriate assignment and bill of sale, and the Lessee shall give a general warranty as to his title to the lease, stock certificate, and remaining tenant improvements. Taxes and assessments shall be prorated.

(vi) If at the time of the purchase by Lessor of the Lessee's interest such interest is mortgaged to an institutional lender, the Lessor shall arrange for the assumption of the unpaid balance of principal and interest due on such mortgage, if permissible under the mortgage, or, if not, shall satisfy the same.

(b) Suspension of Right of Occupancy. In case at any time Lessor shall determine upon the affirmative vote of the holders of three-fourths of the amount

of its outstanding capital stock represented in person or proxy, at a Stockholders, meeting duly called by the Board of Directors to take action on the subject, that Lessee has engaged objectionable conduct, Lessor shall have the right to suspend Lessee's right of occupancy for a period not to exceed ninety (90) days. Violation or disregard of the rules and regulations applicable to the travel trailer lot<sup>1</sup> by the Lessee or by a guest or sublessee or the permitting or tolerating of a person of loose or immoral character to enter or remain in the demised premises, shall be deemed sufficient to constitute objectionable conduct. In the event occupancy is suspended as hereinabove set forth, the Lessee shall be notified in writing as provided herein for the delivery of notices, and shall vacate the premises within ten (10) days after the giving of such notice, the period of suspension to start with the date of his vacating the premises. Suspension of rights of occupancy hereunder shall in no way affect Lessee's obligations to pay assessments as due, to maintain the mobile home lot and to perform all covenants and conditions by him to be performed, nor affect Lessor's right to avail itself of any other remedy. Lessor may suspend rights of occupancy for additional ninety-day periods only for additional or continued violations.

(c) Reletting the Premises. In case Lessee shall abandon said premises during the life of this lease for a period of sixty (60) days during which time he shall be in default of any of the covenants or in the payment; of assessments or installments thereof or be otherwise in default, Lessor may at its option without terminating this lease, enter into said premises and relet the same for the account of Lessee, for such rent and upon such terms as shall be satisfactory to Lessor; and for the purpose of such. reletting is authorized to make any decorations, repairs, changes, alterations or additions in or to said demised premises that may be necessary or convenient and if a sufficient sum shall not be realized monthly from



such reletting after paying all of the costs and expenses of such repairs, changes, alterations, additions or decorations and the expense of such reletting and the collection of rents accruing therefrom each month to satisfy the monthly installments of assessments provided to be paid by Lessee, then Lessee will satisfy and pay such deficiency each month upon demand therefor.

(d) Pledge of Stock Lessee covenants and agrees that for the purpose aforesaid and as security for the faithful performance of all the under-takings of said Lessee, the Lease and the shares of stock of the said Stockholder and Lessee hereunder shall be considered and are hereby declared to be continuously pledged to Lessor for the payment of any obligation to Lessor on the part; of Lessee either as the holder of said shares of stock or as tenant hereunder, subject to any prior rights of any institutional mortgage and may be foreclosed against as provided in the By-Laws.

15. Notices. Any notice to be served hereunder on Lessor may be served by delivering a copy thereof to any office of Lessor or by mailing a copy thereof by U. S. Registered. Mail, postage prepaid, addressed to Lessor and any notice to be served hereunder upon Lessee may be served by delivering a copy thereof to Lessee or by mailing a copy of such notice to Lessee by U. S. Registered Mail, postage prepaid, addressed to Lessee, provided that either Lessor or Lessee may give the other party hereto from time to time hereafter in writing a notice of change of address for said purpose and in that event such new address shall be used in giving such notice

16. Personal Liability on Lessor's Obligations. It is expressly understood and agreed and it is a condition of this lease that none of the owners, present or future, of the stock of Lessor nor any of the Directors present or future thereof

shall be personally liable upon any of the covenants or agreements of Lessor contained in this Instrument.

11 Corporate Action It is understood that whenever in this lease, action by the Board of Directors or Stockholders is required, it shall be taken and held to require a vote in favor of such action by a majority thereof unless otherwise provided for herein or :in the Charter or By-Laws.

18. Privilege to Mortgage. Stockholder-Lessees are authorized to mortgage or pledge their respective leases and certificates of stock in the Corporation. INWITNESS WHEREOF, Lessor has caused this instrument to be signed in its name by its president, and its corporate seal to be affixed duly attested by its secretary. And Lessee has executed this instrument under seal the day and year first above written.

CRYSTAL BAY TRAVEL PARK, INC.

(Corporate Seal)

By: \_\_\_\_\_

President

Attest:

By: \_\_\_\_\_ Address:

Secretary

Witnesses

Lessee:

\_\_\_\_\_ (Seal)

\_\_\_\_\_

\_\_\_\_\_ (Seal)

\_\_\_\_\_