

23. **Construction Lien.** No Unit Owner shall have the right to cause the Association's interest in the land to become subject to a construction lien under the laws of Florida and, should a construction lien be filed against the Unit, then the Unit Owner shall immediately cause the lien to be discharged by payment, removal to security, or otherwise; and, if the Unit Owner shall fail to do so within ten (10) days after notice from the Association, then the Association may cause the lien to be discharged by payment, without investigation as to the validity thereof or to any offsets of 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 trial and attorneys' fees and costs, if any, together with interest thereon from the time of payment at the maximum rate allowed by law, which shall until paid in full, be a nonstatutory common law lien against Member's Unit. Said lien may be foreclosed in the same manner as a mortgage on real property, shall bear interest at the highest lawful rate, and shall carry with it costs and attorneys fees, including appeals, incurred by collection.

24. **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 Association, 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 written consent of the Board in accordance with and after complying with all of the provisions of Paragraph 18 hereof. The acceptance by the Association of payment 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 24, or any other provisions of this Master Occupancy Agreement to the contrary, the following provisions of this paragraph shall govern and be binding:

(1) The Association agrees that it shall give to any holder of a security interest in the Membership Certificate of the Association specified in the recitals of this Master Occupancy Agreement or pledgee or mortgagee of the Occupancy Agreement who so requests in writing (any such holder being hereinafter referred to as a "secured party") a copy of any notice of default which the Association 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 Association 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.

(2) If the Occupancy Agreement is terminated by the Association as provided in Paragraph 32 of this Master Occupancy Agreement or by agreement with the Unit Owner, then the Association shall give notice of such termination to the secured party. Upon written request of the secured party made within thirty (30) days of giving of such notice to the Association, the Association shall commence and prosecute a summary dispossess proceeding to obtain possession of the Unit, all at the expense of the secured party. Upon securing possession, the Association 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 Association to which reference is made in Paragraph 18. The holder of such Certificate shall be a member of the Association and shall thereafter be liable for the share of common expenses or assessments by the Association pertaining to such Unit and be obligated to perform all of the Unit Owner's covenants under this Master Occupancy Agreement.

(3) As to the priority between the lien of a secured party and the lien for maintenance fee or assessment, whether regular or special assessment, the lien for maintenance fee or assessment shall be superior to any noninstitutional secured party regardless of when said assessment was due and assessments 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 Association 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 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 Association pertaining to such Unit or chargeable to the former owner of such Unit which became due prior to acquisition of title as a result of the foreclosure or voluntary conveyance (i.e., 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 Association 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 Association under this Master Occupancy Agreement for the period ending on the date of reissuance of the aforementioned Membership Certificate of the Association including, without limitation, all sums owed under this Master Occupancy Agreement.

) (4) 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 Association; the Association 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 Board of Directors. The holder of such Certificate shall thereafter be **liable for the share of maintenance fees, common expenses or assessments by the Association** pertaining to such Unit.

(5) 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 Association, then the Association 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 Board. The holder of such certificate shall thereafter **be liable for the share of maintenance fees, common expenses or assessments by the Association** pertaining to such Unit.

(6) Without the prior written consent of any secured party who has requested in writing a copy of any notice of default as hereinbefore provided in Subparagraph B(1) of *this* Paragraph 24: (1) the Association and the Unit Owner will not enter into any agreement amending the Occupancy Agreement so as to materially affect the rights of the secured party or cancel the Occupancy Agreement; (2) no amendments to the form, terms or conditions of this Master Occupancy Agreement, as permitted by Paragraph 48, shall eliminate or materially alter any rights, privileges or obligations of a secured party as set forth in this Paragraph 24; (3) **the Association shall not terminate or accept a surrender of the Occupancy Agreement, except as provided in Paragraph 35 of this Master Occupancy Agreement and in Subparagraph B(1) of this Paragraph 24;** (4) the Unit Owner will not assign the Occupancy Agreement or suboccupy the Unit; **(5) any modification, cancellation, surrender, termination or assignment of the Occupancy Agreement or any suboccupancy of the Unit not made in accordance with the provisions hereof shall be void and of no effect,** (6) **the Association shall not consent to any further pledge or mortgage of the Occupancy Agreement or security interest created in the Membership Certificate;** (7) any such further pledge or mortgage or security interest shall be void and of no effect

(7) A secured party, other than the Lender holding the blanket first mortgage lien and second 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 pursuant to the provisions of this Subparagraph B shall be deemed to have agreed to indemnify the Association for

all loss, liability, or expense (including reasonable attorneys' fees and costs) arising out of claims by Unit Owner, or its successor or assigns, against Association or the secured party, or their respective successors or assigns, for acts or omissions to act on the part of either Association or secured party, or their respective successors or assigns, pursuant to this Subsection B. The Association will give the secured party written notice with reasonable promptness of any such claim against Association, and the secured party may contest such claim in the name and on behalf of Association with counsel selected by the secured party at the secured party's sole expense. Association shall execute such papers and do such things as are reasonably necessary to implement the provisions of this subpart(7).

(8) Upon Unit Owner's final payment under the loan given by the secured party or upon prepayment of said loan, secured party will give the Association Board of Directors notice of such final payment or prepayment.

(9) In the event that the Association elects to accept a security agreement with respect to the purchase of a Membership Certificate allocated to a Unit from the Association, the form of said security agreement shall be substantially as set forth in the Promissory Note, Collateral Pledge Agreement and Assignment of Occupancy Rights acceptable to the corporation and its lender(s) (the "Collateral Pledge"). The Association shall have the right to refer to said Collateral Pledge in the Memorandum of Occupancy Agreement and the terms and conditions of said Collateral Pledge 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 Association as set forth herein; such reference shall constitute good and sufficient public notice and terms of said Collateral Pledge. The Association shall have the right to further assign, convey, pledge, transfer, hypothecate or discontinue any and all of the Collateral Pledges held thereby. To the extent that said assignment, conveyance, pledge, transfer, hypothecation or discontinuance is to an institutional lender, bank, savings bank, savings 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.

25. Association's Right to Remedy Unit Owner's Default. If the Unit Owner shall fail or refuse for thirty (30) days after written notice to make repairs or perform maintenance to any part of the Unit or the mobile home affixed thereto, or its fixtures which is Unit Owner's obligation to repair or maintain, pursuant to Paragraph 50 hereof (or which may need repair by the Association 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 Association, the Association may make such repairs or arrange for others to do same or remove such objectionable condition or equipment or perform such act, without liability of the Association; 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 Association its agents, servants, employees and contractors shall, as between the Association and the Unit Owner, be conclusively deemed to be acting as agents of the Unit Owner and all contracts therefor made by the Association shall be so construed whether or not made in the name of the Unit Owner. If Unit Owners shall fail or refuse 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 Association (not less than five (5) days), then Association may, in the event of an emergency which threatens other Units or the common elements, enter upon the Unit of Unit Owner. The Association shall be entitled to charge and 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, which shall until paid in full be a nonstatutory common law lien against Member's Unit and mobile home affixed thereto. Said lien may be foreclosed in the same manner as a mortgage on real property, shall bear interest at the highest lawful rate, and shall carry with it costs and reasonable attorneys' fees, including appeals.

26. Surrender on Expiration of Term. On the expiration or termination of this Master Occupancy Agreement, the Unit Owner shall surrender to the Association 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 Association, be deemed abandoned and shall become property of the Association and may be disposed of by the Association without liability, additional notice or accountability to the Unit Owner. Alternatively, 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 Association, at Unit Owner's expense, to any place of storage and stored for the account of the Unit Owner without the Association in any way being liable for trespass, conversion or negligence by reason of any acts of the Association or of the Association's agents, or of any carrier employed in transporting such property to the place of storage, or by reason of the negligence of any person in caring for such property while in storage, and Unit Owner shall be liable to the Association for all costs incurred for removal and/or storage. For purposes of this Agreement, Unit Owner's mobile home shall be deemed to be real property and not personal property after it is installed on the Unit Owner's lot.

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

28. Waiver. The failure of the Association to insist, in any one or more instances, upon a strict performance of any of the provisions of this Master Occupancy Agreement, the Articles of Incorporation, Bylaws or Rules 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 relinquishment for the future of any such provisions, options or rights, but such provisions, options or rights shall continue and remain in full force and effect. The receipt by the Association of 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 Association of any provision hereof shall be deemed to have been made unless in a writing, expressly approved by the Association.

29. Notices. Any notice by, or demand from, either party to the other shall be duly given only if in writing and sent by regular mail or hand delivery; if by the Unit Owner, addressed to the Association at the Property with a copy sent by regular mail to the Association's managing agent, if any; if to the Unit Owner, addressed to the Unit Owner's Unit. Either party may, by written notice served in accordance with this Paragraph 29, 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 given when received.

30. Reimbursement of Association's Expenses. If the Unit Owner shall at any time be in default hereunder and the Association shall incur any expense (whether paid or not) as a result thereof, including but not limited to a breach of Paragraph 50 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 Association, including reasonable attorneys' fees and disbursements (appellate fees and costs, if any) shall be recovered from the Unit Owner by the Association 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 in enforcement, collection, trial or in any appellate court. Nothing in this paragraph shall be construed to compromise the Unit Owner's right to exclusive possession of the owner's Unit.

31. Association's Immunities.

A. The Association shall not be liable, except by reason of the Association's gross negligence, for any failure in, or insufficiency of, the water supply, electric current, gas, telephone or other service supplied by the Association 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 the Association 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, ordinances or governmental regulation or for interruption or curtailment of any service agreed to be furnished by the Association, due to accidents, alterations, or repairs or to difficulty or delay in securing supplies or labor or other cause beyond the Association's control.

B. The Association shall not be responsible for any property, including but not limited to automobiles, left with or entrusted to the Association, its employees or contractors or for the loss of or damage to any property of the Unit Owner or Unit Owner's guest within or without the Unit by theft, vandalism or otherwise.

32. **Termination of Occupancy Agreement by Association.** If upon, or at any time after, the happening of any of the events mentioned in Subsections A through I inclusive of this Paragraph 32, the Association shall give to the Unit Owner a notice stating that the term hereof will expire on a date at least thirty (30) 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 Association, it being the intention of the parties to create hereby a conditional limitation, and thereupon the Association 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 Association 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, (1) the then holder hereof shall be adjudicated as bankrupt under the laws of the United States; or (2) 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 (3) such holder shall make a general assignment for the benefit of creditors; or (4) 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 unless such levy shall be discharged within thirty (30) days; or (5) 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 (6) shall not be applicable if the Occupancy Agreement shall devolve upon the executor; or administrator; of the Unit Owner and provided that, within eight (8) months (which period may be extended by the Board after the death of the Unit Owner), said Occupancy Agreement and Membership Certificate shall have been transferred to any assignee in accordance with Paragraph 18 hereof, or (7) 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 suboccupancy hereunder, without full compliance with the requirements of Paragraph 18 hereof or if any person not authorized by Paragraphs 17 or 18 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 Board.

D. If the Unit Owner shall be in default for a period of one (1) month in the payment of any maintenance fee, charge, other 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 Association.

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 Association; provided, however, that, if said default consists of the failure to perform any act, the performance of which requires any substantial period of time, then, if within 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 Association 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 Association, 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 Association shall determine upon the affirmative vote of two-thirds (2/3) of its then Board of Directors at a meeting of such Board 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 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 24) and written notice of such default is given to Association by secured party or its counsel.

33. Association's Rights After Unit Owner's Default.

A. In the event the Association resumes possession of the Unit, either by summary proceedings, action of ejectment or otherwise, because of default by the Unit Owner in the payment of any assessment or additional assessment due hereunder, or on the expiration of the term pursuant to a notice given as provided in Paragraph 32 hereof upon the happening of any event specified in Subsections A to F inclusive or I of Paragraph 32, 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 Association to recover any subsequent installment. After resuming possession, the Association 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 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 Association shall notify the Unit Owner that the premises have been leased for the Association's own account. The fact that the Association may have leased the Unit as agent for the Unit Owner shall not prevent the Association from thereafter notifying the Unit Owner that it proposes to lease the Unit for its own account. If the Association 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 of 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 Association 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 3 above; (2) the date as of which a new Occupancy Agreement covering the Unit shall have become effective; (3) the date the Association 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 Association terminate. From and after the date upon which the Association becomes obligated to account to the Unit Owner, as above provided, the Association 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 suboccupancy of the Unit and shall default in the payment of any sum due hereunder, the Association may, at its option, so long as such default shall continue, demand and receive from the suboccupant the sums due or becoming due from such suboccupant to the Unit Owner and apply the amount to pay sums due or to become due from the Unit Owner to the Association. Any payment by a suboccupant to the Association shall constitute a discharge of the obligation of such suboccupant to the Unit Owner, to the extent of the amount so paid. The acceptance of maintenance fees or assessments from any suboccupant to the

Unit Owner shall not be deemed a consent to or approval of any suboccupancy 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 32 of this Master Occupancy Agreement, the Unit Owner shall surrender to the Association the original Membership Certificate of the Association owned by the Unit Owner to which the Occupancy Agreement is appurtenant. Whether or not said **Certificate is surrendered, the Association may issue anew Occupancy Agreement for the Unit and** issue a new certificate for the Membership Certificate of the Association 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 Board of Directors, or by a writing signed by a majority of the holders of** membership Certificates of the Association 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 Association 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 Association; second, if said termination shall result pursuant to Subsection I of Paragraph 32 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 Association shall pay over any surplus to the Unit Owner, but, if insufficient, the Unit Owner shall remain liable for the balance of the indebtedness due 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 Association shall not, however, be obligated to sell such Membership Certificate and appurtenant Occupancy Agreement or otherwise make any attempt to mitigate **damages.**

34. 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.

35. Surrender of Possession. Upon termination of the Occupancy Agreement under the provisions of Subsection A to F inclusive or I of Paragraph 32 of this Master Occupancy Agreement, the Unit Owner shall remain liable as provided in Paragraph 32 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 fees, 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 Association and, upon demand of the Association, shall

execute, acknowledge and deliver to the Association 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.

36. Vacation of Premises. Thirty (30) days prior to any Unit Owner vacating the Property, which vacation includes the removal of the mobile home from the lot, Unit Owner must furnish Association with a true copy of the contract for removal of all of the above-ground improvements (the "Removal Contract"), which Removal Contract shall include, but not be limited to, the removal of the mobile home, carport, storage shed(s), all attachments, skirting, anchors, slab, and steps, capping the water and sewer lines, adding additional dirt, and grading (the "Improvements"). Unit Owner shall post with Association a security deposit (the "Deposit") or a surety bond (the "Bond") furnished by the contractor in an amount which is the greater of TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00) or one hundred ten percent (110%) of the amount of the Removal Contract, which Deposit or Bond shall act as security to insure the removal of the Improvements in a workmanlike fashion, leaving the lot graded and in broom- **clean condition**. **Unit Owner or Association shall import clean fill dirt, containing no debris or hazardous substances**, to fill the lot so that it may be properly compacted and graded so that the lot will not create standing water or drainage problems to abutting lots. Unit Owner shall have five (5) **days from the date of the commencement of the removal of the Improvements to complete the removal and grade the affected area of the Unit**, or Association may use the Deposit or proceeds of the Bond to complete said removal without any notice to Unit Owner. **Neither the Unit Owner nor the contractor shall be entitled to any refund of any unused portion of the Deposit or bond, it being acknowledged that said Deposit or bond shall be deemed forfeited should either the Unit Owner or the contractor fail to complete the removal of the improvements in accordance with the terms and conditions of this paragraph.**

37. Continuation of Cooperative Management of the Mobile Home Park After All Occupancy Agreements Terminate. **Unless the Owners of not less than seventy-five percent (75%) of the issued and outstanding Membership Certificates of the Association affirmatively vote to terminate the Master Occupancy Agreement and all occupancy agreements issued pursuant to the Master Occupancy Agreement as of the expiration date on April 30, 2096, this Master Occupancy Agreement and all occupancy agreements appurtenant to the individual units shall be automatically renewed for an additional term of fifty (50) years.** Thereupon, assuming that the requisite number of issued and outstanding Membership Certificates does not vote to terminate all of the occupancy agreements as of the common expiration date, **the Master Occupancy Agreement shall continue to automatically renew for additional successive fifty (50)-year renewal terms until such time at least seventy-five percent (75%) holders of the issued and outstanding membership Certificates in the Association vote to terminate all occupancy agreements prior to the end of the new common expiration date of each fifty (50)-year renewal.** The Board of Directors shall carry out the determination made at said meeting of the Unit Owners of the Association, and all of the holders of the Membership Certificates of the Association shall have such rights as inure to shareholders of corporations having title to real estate. Each Unit Owner shall own his equity interest in the

Association equal to his percentage of ownership of equity interest and percentage of sharing of common expenses as set out in the Bylaws of the Association.

38. Inventory Membership Certificates. The term "Inventory Membership Certificates" means and has exclusive reference to the Membership Certificates of the Association 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 purchaser or a member of purchaser's family) of the Unit to which such Membership Certificate is allocated.

39. 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 Board of 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 Association shall have determined and established the maintenance fees and/or assessments payable hereunder for any part of the period during which such receivership may continue. As appointed receiver shall have all the rights afforded a mortgagee in title pursuant to Paragraph 20 of this Master Occupancy Agreement.

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

41. Association's Additional Remedies - Fines.

A. In the event of a breach or threatened breach by Unit Owner of any provision hereof, the Association 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 Association from any other remedy. All remedies of the Association are cumulative to each other and any other remedies given by law and the provisions of any particular remedy in this Master Occupancy Agreement available to the Association in the event of a default by Unit Owner hereunder shall not be deemed a limitation or election of remedy.

B. In addition to other remedies provided to the Association for enforcement of the cooperative restrictions or Association Rules, the Association may levy a fine against the owner or resident of any Unit as to which the owner, tenant, resident, occupant or guest of which fails to comply with the cooperative restrictions or Association Rules.

1. Each fine shall be in an amount determined in each instance as provided in subsection 3 hereof not to exceed the amount of One Hundred Dollars (\$100.00); provided, that a fine for a continuing violation may be in an amount up to One Hundred Dollars (\$100.00) for each day thereof not to exceed the total amount of One Thousand Dollars (\$1,000.00).

2. Prior to levying any fine, the Association shall provide written notice to the owner of the Unit and, if applicable, the owner's tenant, resident, occupant or guest, by personal delivery or by certified mail, return receipt requested, which notice shall include the following information:

a. A statement of the provision(s) of the Occupancy Agreement, Articles of Incorporation, Bylaws or Association Rules which are alleged to have been violated;

b. A short plain statement of the matters asserted by the Association to constitute the violation, including but not limited to the date or dates of each alleged violation for which a fine may be imposed, as best as can be reasonably determined;

c. A statement that the Unit Owner will be provided on opportunity for a hearing before a Committee of other Unit Owners, appointed by the Board of Directors in the event such a request is received by the Association not later than fourteen (14) days after receipt of the notice by personal delivery or certified mail;

d. A statement of the name and address of the person to whom the Unit Owner may request a hearing;

e. The time, date and place on and at which the hearing shall be held in the event it is timely requested;

(A statement that the Unit Owner shall, if a hearing is timely requested, have an opportunity at such hearing to respond to the alleged violation, present sworn testimony and other competent evidence and provide written and oral argument on all issues involved, as well as to review, challenge and respond to any material or evidence considered by the Committee.

3. In the event a hearing is timely requested and therefore held, the Committee shall consider all evidence and testimony presented at the hearing prior to the determination whether to impose a fine. Whether or not a hearing is requested and held, the Committee shall determine the amount of the fine, if any, which shall be levied, consistent with



subsection 2 above. The Committee's determination shall be transmitted to the Board of Directors which shall formally approve and levy any fine provided by that determination. After a fine is levied, the Association shall provide a demand for payment to the Unit Owner.

4. In the event a Unit Owner refuses or otherwise fails to pay a fine properly levied, the Association may arbitrate if and as required and proceed with legal action in a court of competent jurisdiction to collect the sum due together with costs and reasonable trial and appellate attorneys' fees of the Association in such collection action. If a fine is not paid in full within thirty (30) days, it shall accrue interest at the highest rate allowed by law.

5. If the fine is levied, it shall not be a lien against the Unit, and no fine can be levied against an unoccupied Unit

42. Unit Owner More Than One Person. If more than one person is named as Unit Owner hereunder, the Association 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 Association to any person named as Unit Owner shall be sufficient and shall have the same force and effect as though given to all persons named as Unit Owner.

43. 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.

44. Notice to Association of Default. The Unit Owner may not institute an action or proceeding against the Association or defend or make a counterclaim in any action by the Association related to the Unit Owner's failure to pay any monies due hereunder if such action, defense or counterclaim is based upon the Association'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 Association.

45. Unity of Membership Certificate and Occupancy Agreement. The Membership Certificate of the Association 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 Association 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 Association or to an assignee of the Occupancy Agreement after compliance with all the provisions of this Master Occupancy Agreement relating to assignments.

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

A. Boundaries abutting streets and driveways in Harbor Cove 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 original recording of the Occupancy Agreement on May 1, 1997.

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

47. Payment of Taxes and Other Costs by the Association. To the limit of its resources, the Association 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 Association under this Master Occupancy Agreement and by law.

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

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

48. 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. All final judgments obtained by the Association against a Unit Owner shall bear interest at the rate of eighteen percent (18%) per annum.

49. **Amendment of this Master Occupancy Agreement.** Amendments may be proposed by either the Board of Directors or by not less than thirty percent (30%) of the members of the Association. This Master Occupancy Agreement may be amended by the approval of a resolution adopting such amendment by not less than a fifty-one percent (51%) of the members of the Association present (in person or by proxy) and voting at a membership meeting which a quorum is present and by the approval of not less than fifty-one percent (51%) of the Board of Directors.

A. **Notice of intention to propose an amendment, together with text of the proposed amendment, shall be included in or with the notice of any membership meeting at which a proposed amendment is to be considered.**

B. **No amendment shall change the configuration or size of any Unit in a 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 and the amendment is approved by a majority of the total voting interests in the Association.**

C. **No amendment to this Occupancy Agreement shall be effective unless the written consent of any Mortgagee holding a blanket mortgage on the Property is obtained prior to the recording of the amendment in the Public Records of Sarasota County, Florida. No amendment shall be effective which shall impair or prejudice 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 Sarasota County, Florida.**

50. **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. **Properly and timely maintain: (i) all sewer connections from their 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.**

51. Articles of Incorporation, Bylaws, Rules and Regulations. This Master Occupancy Agreement is subject to the Articles of Incorporation of the Association. The Association and Unit Owner shall abide by the provisions of the Articles of Incorporation, the Bylaws of the Association, and the Rules, all 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 they have been provided with a copy of the Articles of Incorporation, the Bylaws and the Rules and that he/she has read them and understands their contents.

52. 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, which requires that such notice be included in certain real estate documents.

53. Indemnity. Unit Owner shall indemnify Association 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. With Unit Owner's consent, the negligence or wrongful acts or omissions of Unit Owner, agents therefor, contractors, invitees, guests, family members, employees, or any one of them;

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

E. Any legal or administrative proceeding in which the Association 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 the Association in connection with matters indemnified against. Unit Owner shall defend any legal action or proceeding resulting from a claim or demand indemnified against, at his/her expense, by attorneys satisfactory to Association on receipt of written notice from Association to do so.

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

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TRACT I

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EXHIBIT "A"

17, PAGES 43 AND 44, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE S. 36°04' 1.4" E., DISTANCE SAID NORTH BOUNDARY, A DISTANCE OF 1,319.35 FEET TO THE WEST BOUNDARY OF TRAILER ACRES UNIT NO. 2, RECORDED IN PUBLISHED BOOK 17, PAGE 42, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID WEST BOUNDARY OF TRAILER ACRES, GNIT NO. 2, 110 ACRES ACRES UNIT NO. 1, RECORDED IN PUBLISHED BOOK 17, PAGES 18 AND 18-A, DISTANCE OF 2328.04 FEET; THENCE S. 86°56'40" W., A DISTANCE OF 105.00 FEET TO THE WEST R/W LINE OF CUBURN CULVERT; THENCE S. 0°03'42" W., ALONG SAID WEST R/W LINE, A DISTANCE OF 305.01 FEET TO SAID R/W LINE OF A.S. HIGHWAY NO. 41; THENCE S. 86°01'20" E., ALONG SAID SOUTH LINE OF SAID R/W LINE A DISTANCE OF 60.15 FEET; THENCE S. 0°03'12" W., ALONG SAID EAST R/W LINE, A DISTANCE OF 300.73 FEET THENCE S. 36°13'20" E., DISTANCE WITH SAID SCOTCHBERRY LINE, A DISTANCE OF 1,053.61 FEET TO THE BEGINNING.

SECTION 35, TOWNSHIP 39 NORTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA, LYING IN SECTION 36, TOWNSHIP 39 NORTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA.

SECTION 35, TOWNSHIP 39 NORTH, RANGE 20 EAST

SECTION 35, TOWNSHIP 39 NORTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; THENCE S. 00°02'29" W., DISTANCE 1.00 FEET TO THE WEST BOUNDARY OF SAID SECTION 35, TOWNSHIP 39 NORTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; THENCE S. 86°01'20" E., ALONG SAID SOUTH LINE OF SAID SECTION 35, TOWNSHIP 39 NORTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA, A DISTANCE OF 60.15 FEET; THENCE S. 0°03'12" W., ALONG SAID EAST R/W LINE, A DISTANCE OF 300.73 FEET THENCE S. 36°13'20" E., DISTANCE WITH SAID SCOTCHBERRY LINE, A DISTANCE OF 1,053.61 FEET TO THE BEGINNING.

SECTION 35, TOWNSHIP 39 NORTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; THENCE S. 86°01'20" E., ALONG SAID SOUTH LINE OF SAID SECTION 35, TOWNSHIP 39 NORTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA, A DISTANCE OF 60.15 FEET; THENCE S. 0°03'12" W., ALONG SAID EAST R/W LINE, A DISTANCE OF 300.73 FEET THENCE S. 36°13'20" E., DISTANCE WITH SAID SCOTCHBERRY LINE, A DISTANCE OF 1,053.61 FEET TO THE BEGINNING.

PARCEL II

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 39 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA, THENCE N. 86°06'00" W., DISTANCE OF 673.51 FEET OR A POINT OF BEGINNING; THENCE S. 86°08'00" W., ALONG SAID SOUTH LINE, 1102.00 FEET MORE OR LESS TO THE WATERS OR MYA; THENCE NORTHWESTERLY, MEANDERING ALONG SAID WATERS, A DISTANCE OF 87.4 FEET HORS OR LESS TO A POINT WHICH LIES 837.73 FEET NORTH OF AND 1518.32 FEET EAST OF THE POINT OF BEGINNING; THENCE N. 89°53'03" E., A DISTANCE OF 33.80 FEET; THENCE N. 63°05'01" E., A DISTANCE OF 213.96 FEET; THENCE S. 62°01'19" E., A DISTANCE OF 71.82 FEET; THENCE S. 2g 49' 53" E., A DISTANCE OF 711.39 FEET TO THE POINT OF BEGINNING, LYING IN SECTION 35, TOWNSHIP 39 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA.

U.A.C. III

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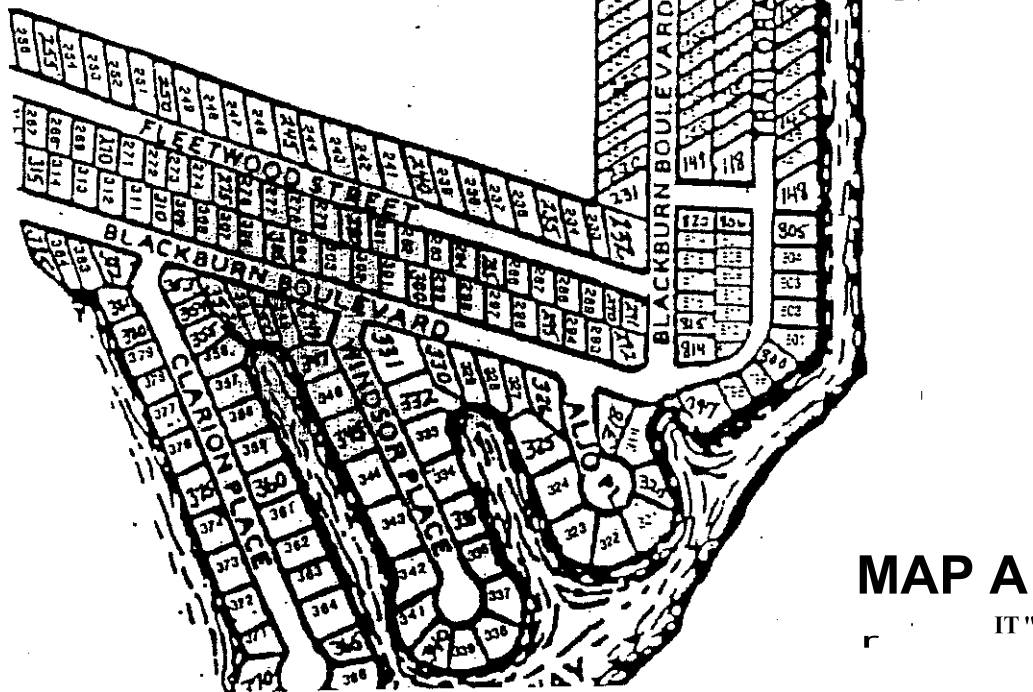
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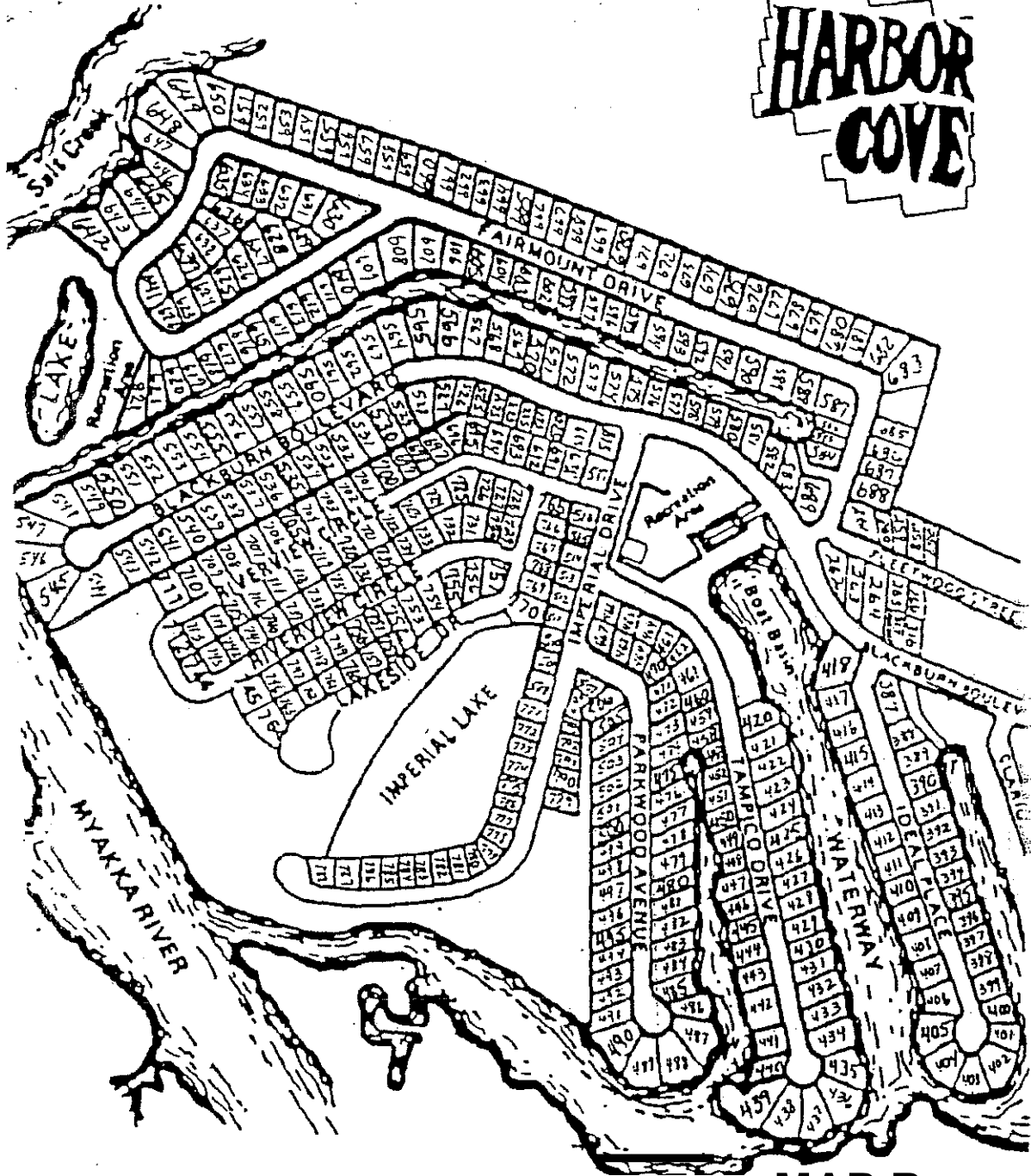
+ - TO MAP B



MAP A

IT "B"

HARBOR COVE



MAP B