

MASTER OCCUPANCY AGREEMENT

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MASTER OCCUPANCY AGREEMENT

This Master Occupancy Agreement (the "MOA"), entered into this _____ day of _____, 20____ between Dunedin Palms Homeowners Association, Inc., formerly known as Dunedin Palms Homeowner's Association, Inc. and Dunedin Mobile Manor Homeowner's, Inc. ("DPHAI") and _____ (the "Resident").

WHEREAS, DPHAI is a Florida corporation governing the affairs of Dunedin Palms formerly known as Dunedin Mobile Manor Mobile Home Park, a Cooperative (the "Park"); and

WHEREAS, DPHAI is the owner of the real property improvements and the land on which it and the Park are located in Pinellas County, commonly known as Dunedin Palms and located, at 130 Patricia Avenue, Dunedin, Florida, 34698; and

WHEREAS, Resident is the owner of share certificate number _____, to which this MOA is appurtenant and which has been allocated to Unit _____ in the Park;

NOW, THEREFORE, in consideration of the premises;

PARAGRAPH ONE PREMISES AND AGREEMENT TERM

By this MOA and subject to its terms and conditions, DPHAI grants to the Resident, and the Resident accepts from DPHAI, Unit _____ of the Park, as described in **Exhibit A** (plot plan) of this MOA for a term of years from May 23, 1987 to May 23, 2086, or those remaining years shown in an Assignment Of Memorandum Of Occupancy, unless sooner terminated as provided in this MOA.

PARAGRAPH TWO DEFINITIONS

The following definitions shall apply to the following capitalized terms in this MOA:

"Articles" means the Articles of Incorporation of DPHAI, as existing from time to time.

"Assessment" means a share of the funds required for the payment of Common Expenses, which from time to time is assessed against the Unit Owner.

"Board" means the Board of Directors, as elected from time to time, of DPHAI.

"Bylaws" means the Bylaws of DPHAI as existing from time to time.

"Commercial Enterprise" means (1) any business carried on for profit; (2) any occupation or employment habitually engaged in for livelihood or gain; or (3) any activity carried on in exchange for payment; except for (1) occasional or seasonal activities performed by a Unit

Owner or Tenant for another Unit Owner or Tenant which further the maintenance or beauty of the Park; or (2) any action of the Board or DPHAI.

“Common Facilities” means and includes: (1) cooperative property not included within the units; (2) easements through units for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services to units and the common areas; (3) an easement of support in every portion of a unit which contributes to the support of a building; (4) the property and installations required for the furnishing of utilities and other services to more than one unit or to the common area; (5) any other part of the cooperative property designated in the cooperative documents as common areas.

“Common Expenses” means all expenses and assessments properly incurred by DPHAI.

“Common Surplus” means the excess of all receipts of DPHAI including, but not limited to, assessments, rents, profits, and revenues on account of the common areas – over the amount of common expenses.

“Cooperative Property” means the lands, leaseholds, and personal property owned by DPHAI.

“Prospectus” means the Prospectus of DPHAI in its most current form filed with the Florida Department of Business and Professional Regulation, Division of Florida Condominiums, Timeshares, and Mobile Homes.

“Rules” means the Rules and Regulations of the Park, including the Pet and Service Animal Policy, as existing from time to time.

“Special Assessment” means any assessment levied against Unit Owners other than the assessment required by a budget adopted annually.

“Tenant” shall mean any subtenant under this MOA or any direct or indirect tenant of any Resident or Unit Owner, approved by the Board in accordance with the terms of this MOA.

“Unit” means the designated plot of land set out on the date of the execution of this agreement designated by the above stated number, together with the appurtenances and fixtures that are allocated exclusively to the occupant of the unit. “Unit” shall mean a part of the cooperative property which is subject to exclusive use and possession, including improvements, land, or land and improvements together, as specified in the cooperative documents.

“Unit Owner” shall mean a person or approved entity holding a share in DPHAI and a lease, occupancy agreement (including this MOA), or other muniment of title or possession of a unit, where the share certificate and occupancy agreement are appurtenant to each other and DPHAI has granted or otherwise approved the lease, occupancy agreement, or other muniment of title or possession of a unit.

PARAGRAPH THREE
INSPECTION AND ACCEPTANCE OF UNITS AND COMMON AREAS

Resident has inspected the Unit, Cooperative Property, and Common Facilities, and will accept them in their present condition on the start of this MOA.

PARAGRAPH FOUR
CANCELLATION OF PRIOR AGREEMENTS

If at the date of commencement of this MOA, the Resident has the right to possession of the Unit under any agreement or statutory tenancy, this MOA shall supersede such agreement or statutory tenancy, which shall be of no further effect after the date of commencement of this MOA.

PARAGRAPH FIVE
USE OF PREMISES

The Resident shall not, without the written consent of DPHAI and on such conditions as DPHAI may prescribe, occupy or use the Unit or permit the Unit or any part of the Unit to be occupied or used for any purpose other than as a private dwelling for the Resident or members of the Resident's family. In no event shall more than two adults permanently occupy the Unit without written consent of the Board of Directors of DPHAI. Resident agrees and understands that the Park is an age-restricted community in accordance with the provisions of the Housing for Older Persons Act (HOPA) and the Fair Housing Act. Therefore, at least one of the adults permanently occupying the Unit must be at least fifty-five (55) years of age or older. The other must be at least fifty (50) years of age or older. The Board shall have the power to make hardship exceptions to this Paragraph Five consistent with applicable law.

The Unit may be occupied from time to time by qualifying guests of the Resident as long as such occupancy does not violate applicable zoning laws, building codes or other rules and regulations of governmental authorities having jurisdiction over DPHAI or the Unit's occupants. Occupancy by guests of the Resident shall be for a period of time not exceeding fifteen (15) consecutive days and 30 total days per year, unless a longer period is approved in writing by the Board. Residents or their guests shall not engage in any Commercial Enterprise within the Park.

PARAGRAPH SIX
USE OF COMMON AREAS

The Resident shall have the right of joint use and enjoyment in common with other residents of the Common Facilities not specifically granted to other Unit Owners, except as it may be limited or restricted by this MOA or by the Rules, Bylaws, or Articles. Resident's use of Common Facilities shall not encroach upon the rights of other Unit Owners or unit occupants.

PARAGRAPH SEVEN
QUIET ENJOYMENT AND POSSESSION

The Resident, upon paying the monthly Common Expenses and Assessments and performing the covenants and complying with the conditions on the part of the Resident to be performed as set forth in this MOA shall, at all times during the term hereby granted, quietly have, hold and enjoy the Unit without any interference or hindrance from DPHAI, subject, however, to the rights of present occupants of the Unit, if any. Resident's use of the common areas and property of the Park shall not encroach upon, interfere with, or hinder the rights of other Unit Owners, Tenants, or occupants in the Park.

PARAGRAPH EIGHT
ASSIGNMENT OF CORPORATION'S RIGHTS AGAINST OCCUPANT

If at the date of the commencement of this MOA, a third party is in possession or has the right of possession of the Unit, then DPHAI hereby assigns to the Resident all of its rights against said third party from and after the date of the commencement of the term of this MOA, and the Resident by the execution of this MOA assumes all of DPHAI's obligations to said third party from that date. DPHAI agrees to cooperate with the Resident, but at the Resident's expense, in the enforcement of the Resident's rights against said third party.

PARAGRAPH NINE
MAINTENANCE AND COMMON EXPENSES HOW FIXED

- A. The Resident shall pay maintenance fees, Common Expenses, or Assessments as established and set forth in this MOA and as amended from time to time by the Board.
- B. In accordance with § 719.108, *Florida Statutes*, the Unit Owners shall be liable for the payment of maintenance fees, Common Expenses, and Assessments for upkeep and maintenance of Cooperative Property and Common Facilities, including, but not limited to, maintenance, taxes, insurance, repairs, betterments, utilities, and other operating costs and operating items.
- C. The Board, from time to time according to Chapter 719, *Florida Statutes*, shall fix the sum of money needed for the operation of DPHAI. It shall determine the amount required by operating items and costs, such as: mortgage payments, maintenance, taxes, insurance, repairs, betterments and utilities, and any other sums necessary to the upkeep, operation and maintenance of Cooperative Property and Common Facilities. The Board shall have the authority to establish and fund reserve accounts for the addition of new assets, capital improvements, capital repairs, and replacement reserves. Said accounts shall be specifically designated and restricted in use to and for capital purposes, and shall be reflected as such on the books of DPHAI.
- D. Common Expenses and Assessments are allocated to each share issued and outstanding according to the Schedule of Common Expenses and Maintenance Fees (Exhibit C-1 of the Prospectus), and may not be changed or amended, except with the Unit Owners' written consent, however, the exact amount of maintenance fee, Common Expense, or Assessment charges may

be increased or decreased based upon an increase or decrease in the estimated operating budget of DPHAI.

E. The Board is empowered in the manner and subject to Chapter 719, *Florida Statutes*, to levy and collect Assessments for all budgeted mortgage payments, operating maintenance expenses and other ordinary expenses. Special Assessments, as required, are to be paid and levied in the same manner as regular assessments. The Unit Owners shall pay all Assessments against their individual Units promptly when due.

F. If the Board fails to make a new schedule of maintenance fees, Common Expenses, or Assessments, the Unit Owners shall pay at the current rate until a new rate is determined.

G. All maintenance fees, Common Expenses, and Assessments paid by Unit Owners shall be used by DPHAI to pay its obligations as authorized by the Board. Any excess received from Unit Owners and held by DPHAI at the conclusion of its taxable year, whether calendar or fiscal, will be deemed to be Common Surplus, governed under Article 13 of the Articles. Each Unit Owner shall own any Common Surplus in the same proportion as he is responsible for Common Expenses and Assessments according to the Schedule of Common Expenses and Maintenance Fees (Exhibit C-1 of the Prospectus). The ownership of Common Surplus does not include the right to withdraw or require payment or distribution of the same. The Common Surplus, at the discretion of the Board, may be used by DPHAI to apply against its future expenses. No Common Surplus shall be directly distributed to Unit Owners except as set forth in the Articles.

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

I. All maintenance fees, Assessments or Common Expenses due hereunder shall be payable as set forth in the Rules and Regulations, in equal monthly installments on the first day of each month, unless the Board at the time of its determination of the cash requirements otherwise directs. The Resident shall also pay such other fees as may be provided in this MOA when due.

PARAGRAPH TEN PAYMENTS

The Resident will pay the maintenance fees, Common Expenses, and Assessments to DPHAI upon the terms and at the times provided, without any deduction or action or any set-off or claim that the Resident may have against DPHAI. If the Resident shall fail to pay any installment promptly, the Resident shall pay a late fee as set forth in the Rules and Regulations.

PARAGRAPH ELEVEN CASH REQUIREMENTS DEFINED

“Cash requirements,” whenever used in this MOA, shall mean the estimated amount in cash as determined by the estimated operating budget of DPHAI as promulgated and adopted from year to year which the Board shall from time to time in its judgment determine to be necessary or proper for: (1) the operation, maintenance, care, alteration and improvement of the Park,

Cooperative Property, or Common Facilities during the year or portion of the year for which such determination is made; (2) the creation of such reserve for contingencies as it may deem proper; and (3) the payment of any obligations, liabilities or expenses incurred or to be incurred, after giving consideration to (i) income expected to be received during such period (other than Common Expenses, Assessments and maintenance fees), and (ii) cash on hand, which the Board in its discretion may choose to apply. The Board may from time to time modify its prior determination and increase or diminish the amount previously determined as cash requirements of DPHAI for the year or portion of the year. No determination of cash requirements shall have any retroactive effect on the amount of the maintenance fees payable by the Resident for any period prior to the date of such determination. All determinations of cash requirements shall be conclusive as to all Unit Owners. Nothing in this Paragraph Eleven shall be used or construed as permitting disbursements to the Resident or Unit Owners, except as permitted in the Articles.

PARAGRAPH TWELVE ALTERATIONS TO THE UNIT

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

PARAGRAPH THIRTEEN INSURANCE

DPHAI shall procure insurance on the Common Facilities, and upon the physical improvements located thereon, in the Park. DPHAI shall also obtain casualty insurance on the Common Facilities and the Park, which shall insure against loss as a result of personal injury occurring in the Park. The Resident shall be responsible for any insurance premium insuring Resident's manufactured home or its contents and the Resident shall be responsible for maintaining the same.

PARAGRAPH FOURTEEN INDEMNITY

Resident shall indemnify DPHAI and hold it harmless from all liability, loss, damage and expense arising from:

- A. Resident's use or possession of the Unit and the conduct of Resident on or in the Unit and anything done or permitted by Resident in or about the Unit, or any of them;
- B. Any failure of the Resident to comply with any provision of this MOA or the Rules;
- C. The negligence of the Resident and his Tenants, guests, agents, contractors or employees or any of them;

D. Any damage to the Resident's Unit or other units or injury to any person on or about the Unit from any cause;

E. Any legal or administrative proceeding in which DPHAI is made a party without its fault and due to default of Resident;

F. Resident's use of the Park and the conduct of Resident or his Tenants, guests, agents, contractors, or employees, or any of them on, in, or about the Park;

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

H. Any damage, claim, or demand arising from or caused by Resident's pet(s) and/or service animal(s);

I. Any damage, claim, or demand arising from or caused by Resident's use of the Park's golf cart, tools, or garage/workshop area.

PARAGRAPH FIFTEEN DAMAGE TO UNIT OR COMMON FACILITIES

If any of the Common Facilities of the Park shall be damaged by fire or other cause covered by multi-peril policies commonly carried by cooperative corporations, DPHAI shall, at its own cost and expense, with reasonable dispatch after receipt of notice of the damage, repair or replace or cause to be repaired or replaced, with materials of a kind and quality then customarily in use, the facility, the means of access to the facility, and the Common Facilities but not including the manufactured home, cabanas, carports, driveways, sheds, landscaping or other improvements on the Unit.

PARAGRAPH SIXTEEN SERVICES BY THE CORPORATION

DPHAI shall, finances permitting, provide the following services to the Resident, Unit Owners, and Tenants of the Park:

(1) Water;

(2) Sewerage; The foregoing services may not be substantially altered, nor reduced, curtailed, or eliminated by DPHAI except by amendment of this MOA in accordance with the provisions of Paragraph 44 hereof.

(3) Dumpster Service as set forth in Rules and Regulations.

**PARAGRAPH SEVENTEEN
PARK RULES**

DPHAI has adopted the Rules, and the Board may alter, amend or repeal such Rules and adopt new ones upon approval by the affirmative vote of a majority, consisting of fifty percent (50%) plus one, of the total DPHAI Unit Owners entitled to vote at a properly noticed meeting. This MOA shall be in all respects subject to the Rules which, when a copy of has been furnished to the Resident, shall be taken to be part of this MOA, and the Resident hereby covenants to comply with all such Rules and see that they are faithfully observed by family, Tenants and guests. Breach of a Rule, including the Pet and Service Animal Policy, shall be a default under this MOA. DPHAI shall not be liable or responsible to the Resident for the non-observance or violation of Rules by any other Unit Owner, Tenant, or person.

**PARAGRAPH EIGHTEEN
SUBLETTING – ASSIGNMENT**

A. Subletting - The Resident shall not sublet the whole or any part of the Unit or renew or extend any previously authorized sublease, unless consent to the sublease shall have been duly authorized by a resolution of the Board, or given in writing by a majority of the Board. Any consent to subletting may be subject to such conditions as the Board may impose. No consent to a subletting shall operate to release the Resident from any obligation under this MOA, and no consent to a sublease shall operate as consent to an extension of the sublease or to a future sublease. No sublease shall be permitted for a term of less than three (3) months or in excess of one (1) year. All proposed Tenants shall be approved in writing by the Board, subject to a one time, favorable criminal background check, at their expense, non-refundable, paid in advance to DPHAI, and subject to the provisions that all sums due from the Resident shall have been paid to DPHAI. All Tenants shall sign a certificate of approval wherein they acknowledge that they have read this MOA and the Rules and agree to abide by same. Approval of any Tenant is contingent upon, among other things, the successful completion of all parts of this Subparagraph A.

B. Assignment - The Resident shall not assign this MOA or transfer the appurtenant share certificate or any interest in the MOA or share, and no such assignment or transfer shall take effect as against DPHAI for any purpose, until:

(i) An instrument of assignment in form approved by DPHAI, executed and acknowledged by the Resident / Unit Owner (assignor) shall be delivered to DPHAI; and

(ii) An agreement executed and acknowledged by the assignee in form approved by DPHAI assuming and agreeing to be bound by all the covenants and conditions of this MOA to be performed or complied with by the assignee on and after the effective date of said assignment shall have been delivered to DPHAI or, at the request of DPHAI, the assignee shall have surrendered an assigned agreement and entered into a new agreement in the same form for the remainder of the term, in which case the Resident's agreement shall be deemed cancelled as of the effective date of said assignment; and

(iii) The share certificates of DPHAI to which this MOA is appurtenant shall have been transferred to the assignee, with proper transfer taxes paid and stamps affixed, if any; and

(iv) Subject to the provisions of this Subparagraph B, all sums due from the Resident shall have been paid to DPHAI. and;

(v) Except in the case of an assignment, transfer or bequest of the share certificate and this MOA to the Resident's spouse or adult siblings or parents, and except as otherwise provided in this MOA, consent to such assignment shall have been authorized by resolution of the Board, or given in writing by a majority of the Board.

C. Right of First Refusal - In the event the Board disapproves the proposed assignment or subletting, as the case may be, and if a Unit Owner still desires to consummate such subletting or assignment, the Unit Owner shall, thirty (30) days before such subletting or assignment give written notice to the Secretary of DPHAI of the Unit Owner's intention to assign or sublet on a certain date, together with the price and other terms of the assignment or subletting, and DPHAI shall promptly notify the Unit Owners of DPHAI of the date, price and terms.

Completely apart from and in addition to the Board's right to approve or disapprove any proposed sublease or assignment of the sublease, DPHAI is hereby given a right of first refusal to sublet or assign, as the case may be, each MOA and to transfer the share certificate which is appurtenant to the same. If DPHAI desires to exercise its right of first refusal to sublet or assign the MOA and transfer its share certificate on the same terms and conditions as are contained in a bona fide written offer, then DPHAI shall notify the Unit Owner holding the MOA of the exercise by DPHAI of its election to take an assignment or sublet as the case may be, such notice to be in writing and sent by certified mail to the Unit Owner within fifteen (15) days of receipt by DPHAI of the Unit Owner's notice to the Secretary of DPHAI of the Unit Owner's intention to assign or sublet.

If DPHAI has elected to take an assignment or sublet as described above, then, upon notifying the Unit Owner holding such MOA and share certificate of its election, DPHAI shall execute a sublease or assignment together with the share certificate appurtenant to the MOA, and shall consummate said sublease or assignment on all the terms and conditions as those contained in the offer. In the event the Board does not exercise its right of first refusal within the fifteen (15) day period, then the Unit Owner desiring to sublet or assign may complete the sublease or assignment and transfer of appurtenant share certificate, together with the title to his or her manufactured home, within a reasonable time at the price and terms given in his notice, but at no other price or terms without repeating the procedure outlined above.

In the event the Unit Owner sublets and assigns without first complying with the terms of the MOA, DPHAI shall have the right to redeem the assignment or sublease from the purchaser, according to the provisions of this MOA. DPHAI's rights shall be exercised by reimbursing the purchaser for the monies expended, and immediately after such reimbursement the purchaser or transferee shall convey his right, title and interest in and to the sublease or assignment of the MOA and share certificate, as the case may be, to DPHAI. An affidavit of the Secretary of DPHAI stating that the Board approved in all respects on a certain date the sublease or

assignment shall be conclusive evidence of such fact, and from the date of approval, as stated in the affidavit, DPHAI's redemption rights shall terminate. An affidavit of the Secretary of DPHAI stating that the Board was given proper notice on a certain date of the proposed sublease or assignment and that after notice, all provisions of this MOA that constitute conditions precedent to the subsequent sublease or assignment have been complied with, and that the sublease or assignment of a unit to particularly named persons does not violate the provisions of this MOA, shall be conclusive evidence of such facts. Such affidavit shall not be evidence of the fact that the subsequent sublease or assignment to such persons was made on the approved terms and within reasonable time of approval, but one hundred twenty (120) days after the date of the notice to the Board as stated in the affidavit the redemption rights provided DPHAI by this MOA shall terminate.

D. Death of Resident - Share certificates and MOAs may be held jointly with right of survivorship. However, in the case of the death of a Unit Owner holding sole ownership of a share certificate, the surviving spouse, if any, and if no surviving spouse, the other Unit Owner or members of such Unit Owner's family residing with the Unit Owner at the time of his death, may continue to occupy the Unit; and if such surviving spouse or other surviving members of the decedent Unit Owner's family shall have succeeded to ownership of the Unit, by gift, bequest or otherwise, the ownership of the Unit shall be transferred by legal process to the new owner. In the event the decedent shall have conveyed or bequeathed the ownership of his Unit to some designated person or persons other than a surviving spouse or members of his family, or if some other person is designated by the decedent's legal representative to receive the ownership of the Unit, or if under the laws of descent and distribution in the State of Florida the Unit descends to some person or persons other than a surviving spouse or family member, the Board, within thirty (30) days from the date DPHAI is given actual notice in writing of the name of the devisee or descendant, may express its refusal or acceptance of the individual or individuals so designated as owner(s) of the Unit. If the Board consents, ownership of the unit may be transferred by proper assignment of the MOA and its appurtenant share certificate to the person or persons so designated, who shall thereupon become Unit Owners of DPHAI subject to the provisions of this MOA and the Bylaws, Articles, and Rules. If the Board shall refuse to consent, then DPHAI shall be given an additional thirty (30) days to exercise its right of first refusal to have the MOA and its appurtenant share certificate transferred to it for its own account upon the same terms and conditions of first refusal as provided for in subparagraph C above. The purchase price shall be for cash and if DPHAI and the personal representative are unable to agree upon a purchase price within fifteen (15) days from exercise of DPHAI's election to purchase, then the purchase price shall be determined by an appraiser appointed by DPHAI and the personal representative. The expense of appraisal shall be paid equally by DPHAI and the personal representative. In the event DPHAI 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 MOA and its appurtenant share certificate; but such transfer shall be subject in all other respects to the provisions of this MOA, the Bylaws, Articles, and Rules.

E. Leases, subleases and assignments to assignees other than individual assignees (natural persons) are expressly prohibited, unless written consent is first obtained from the Board. The Board's consent to such assignment or sublease may be reasonably withheld.

F. If the sublessee or assignee of an MOA and share certificate appurtenant thereto is a corporation, the Board's approval may be conditioned upon approval of the corporate occupants of the unit.

**PARAGRAPH NINETEEN
MECHANIC'S LIEN**

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

**PARAGRAPH TWENTY
PLEDGE AND/OR LEASEHOLD MORTGAGE OF SHARE
CERTIFICATE AND AGREEMENT**

A. A pledge and/or leasehold mortgage of this MOA and the share certificate to which it is appurtenant shall not be in violation of this MOA; but, except as otherwise provided elsewhere herein, neither the pledgee nor mortgagee nor any transferees of the pledged security shall be entitled to have the share certificates transferred of record on the books of DPHAI, nor to vote such share certificates, nor to occupy or permit the occupancy by others of the Unit, nor to sell such share certificates or this MOA, without first obtaining DPHAI's consent in accordance with and after complying with all of the provisions of Paragraph 18. The acceptance by DPHAI of payments by the pledgee or any transferee of the pledged security on account of maintenance fees, common expenses or assessments shall not constitute a waiver of the aforesaid provisions,

B. Secured Party - Notwithstanding the provisions of subparagraph A of this paragraph 20 or any other provisions of this agreement to the contrary, the following provisions of this paragraph shall govern and be binding:

(i) DPHAI agrees that it shall give to any holder of a security interest in the share certificate of DPHAI specified in the recitals of this MOA or pledgee or mortgagee of this MOA who so requests (any such holder being referred to in this agreement as a "Secured Party"), a copy of any notice of default that DPHAI gives to the Resident pursuant to the terms of this MOA, and if the Resident shall fail to cure the default specified in such notice within the time and in the manner provided for in this MOA, then the Secured Party shall have an additional period of time, equal to the time originally given to Resident, to cure the default for the account of the resident or to cause it to be cured, and DPHAI will not act upon the default or cause it to be cured as provided above, until such additional period of time has elapsed, and the default has not been cured.

(ii) If this agreement is terminated by DPHAI as provided in Paragraph 27 of this MOA, or by agreement with Resident, then (1) DPHAI 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, DPHAI (i) shall commence and prosecute an appropriate proceeding to obtain possession of the Unit, all at the expense of the Secured Party, and (ii) upon securing possession, shall be privileged to pay to Secured Party the full amount of its lien on the share certificate or shall reissue the share certificate to, and shall enter into a new occupancy agreement for the Unit with, the Secured Party or any individual designated by the Secured Party, all without the consent of the Board to which reference is made in Paragraph 18. The holder of such certificate shall be a Unit Owner in DPHAI and shall thereafter be liable for the share of Common Expenses or Assessments to DPHAI pertaining to such Unit.

(iii) As to the priority between the lien of a Secured Party and the lien for maintenance fees, Common Expenses or Assessments, whether a regular or Special Assessment, the lien for maintenance fees, Common Expenses or Assessments shall be subordinate and inferior to any institutional Secured Party regardless of when the maintenance fees, Common Expenses or Assessment came due, but not to any other Secured Party. DPHAI shall maintain a register of Secured Parties and said register shall designate whether said Secured Party is an institutional Secured Party or a non-institutional Secured Party. If the owner of an institutional security agreement leasehold mortgage, or any other purchaser or purchasers of a Unit obtains title of the Unit (i.e., obtains the MOA and its appurtenant share certificate) as a result of the foreclosure of an institutional security agreement leasehold mortgage, or by voluntary conveyance in lieu of such foreclosure, such acquirer of title, his successors and assigns, shall not be liable for their share of maintenance fees, Common Expenses or Assessments by DPHAI pertaining to such Unit or chargeable to the former owner of such Unit which became due prior to acquisition of title as a result of the foreclosure or voluntary conveyance in lieu of the foreclosure. Such unpaid share of rent, Common Expenses or Assessments shall be deemed to be Common Expenses collectible from all of the Unit Owners in DPHAI, including such acquirer, his successors and assigns. It is understood that such acquirer shall be liable for his share of rent, Common Expenses or Assessments attributable to his Unit from the date of acquisition of the Unit. In the event of a foreclosure or a voluntary conveyance in lieu of foreclosure pertaining to a non-institutional security agreement-leasehold mortgage, then such acquirer of title, his successors and assigns shall pay to DPHAI on behalf of the Resident, all maintenance fees, common expenses or assessments, charges and other sums owed by the Resident to DPHAI under this MOA for the period ending on the date of reissuance of the aforementioned share certificate of DPHAI including without limitation, all sums owed under this MOA.

(iv) If the purchase by the Resident of the share certificate allocated to the Unit was financed by an institutional security agreement-leasehold mortgage, and a default or an event of default shall have occurred under the terms of the security agreement-leasehold mortgage or either of them entered into between the Resident and the institutional Secured Party, notice of the default or event of default shall be given to DPHAI; DPHAI shall have the option to pay the Secured Party the full amount of its lien on the share certificate or shall reissue the share certificate and enter into a new 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 DPHAI pertaining to such Unit.

(v) If the purchase by the Resident of the share certificate allocated to the Unit was financed by a non-institutional security agreement-leasehold mortgagee, and a default or event of default shall have occurred under the terms of the security agreement-leasehold mortgage or either of them entered into between the Resident and the non-institutional Secured Party, notice of said default or event of default shall be given to DPHAI. DPHAI shall have the option to pay the Secured Party the full amount of its lien on the share certificate or shall reissue the share certificate and enter into a new 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 DPHAI 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 provided in Subparagraph A of this Paragraph 20, (a) DPHAI and the Resident will not enter into any agreement modifying or canceling this MOA, (b) no change in the form, terms or conditions of this MOA, as permitted by Paragraph 44, shall eliminate or modify any rights, privileges or obligations of a Secured Party as set forth in this Paragraph 20, (c) DPHAI will not terminate or accept a surrender of this MOA, except as provided in Paragraph 27 of this MOA and in Subparagraph B(i) of this Paragraph 20, (d) the Resident will not assign this MOA or sublet the Unit, (e) any modification, cancellation, surrender, termination or assignment of this MOA or any sublease of the Unit not made in accordance with the provisions of this MOA shall be void and of no effect, (f) DPHAI will not consent to any further pledge or mortgage of this MOA or security interest created in the share certificate, (g) the Resident will not make any further pledge or mortgage or create any further security interest in the share certificate or this MOA, and (h) any such further pledge or mortgage or security interest shall be void and of no effect.

(vii) 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 DPHAI for all loss, liability, or expense (including reasonable attorneys' fees) arising out of claims by Resident, or his successors or assigns, against DPHAI or the Secured Party, or their respective successors or assigns, for acts or omissions to act on the part of either DPHAI or Secured Party, or their respective successors or assigns, pursuant to this subparagraph B. DPHAI will give the Secured Party written notice with reasonable promptness of any such claim against DPHAI and the Secured Party may contest such claim in the name and on behalf of DPHAI with counsel selected by the Secured Party at the Secured Party's sole expense. DPHAI shall execute such papers and do such things as are reasonably necessary to implement the provisions of this subpart (vii).

(viii) Upon Resident's final payment under the loan given by the Secured Party or upon prepayment of such loan, Secured Party will give DPHAI notice of such final payment or prepayment.

**PARAGRAPH TWENTY-ONE
CORPORATION'S RIGHT TO REMEDY RESIDENT'S DEFAULTS**

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

**PARAGRAPH TWENTY-TWO
COOPERATION**

The Resident shall always in good faith endeavor to observe and promote the cooperative purposes for which DPHAI is incorporated.

**PARAGRAPH TWENTY-THREE
WAIVERS**

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

**PARAGRAPH TWENTY-FOUR
NOTICES**

Any notice by or demand from either party to this MOA to the other shall be duly given only if in writing and sent by certified or registered mail, return receipt requested; if by the Resident, addressed to DPHAI at the Park with a copy sent by regular mail to DPHAI's managing agent or secretary if there is no managing agent; if to the Resident, addressed to the Unit. Either party may by notice served as provided by this MOA 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.

**PARAGRAPH TWENTY-FIVE
REIMBURSEMENT OF CORPORATION'S EXPENSES**

If at any time the Resident shall be in default of this MOA and DPHAI shall incur any expense (whether paid or not) in performing acts that the Resident is required to perform, or in instituting any action or proceeding based on such default, or defending, or asserting a counterclaim in any action or proceeding brought by the Resident, the expense to DPHAI of taking such action including reasonable attorney's fees and disbursements, appellate fees and costs, if any, shall be paid by the Resident to DPHAI, on demand, as additional maintenance fees, Common Expenses or Assessments.

**PARAGRAPH TWENTY-SIX
CORPORATION'S IMMUNITIES**

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

B. Automobiles and Other Property - DPHAI shall not be responsible for any damage to any automobile or other vehicle left in the care of any DPHAI employee by the Resident, and the Resident hereby agrees to hold DPHAI harmless from any liability arising from any injury to person or property caused by or with such automobile or other vehicle while in the care of such employee. DPHAI shall not be responsible for any property left with or entrusted to any DPHAI employee, or for the loss of or damage to any property within or without the Unit by theft or otherwise.

PARAGRAPH TWENTY-SEVEN
TERMINATION OF AGREEMENT BY CORPORATION

If upon, or at any time after, the happening of any of the events mentioned in Subparagraphs A through K of this Paragraph 27, DPHAI shall give to the resident a notice stating that the term of the MOA will expire on a date at least five (5) days after the giving of the notice. The term of this MOA shall expire on the date so fixed in such notice as fully and completely as if it were the date definitely fixed in this MOA for the expiration of the term, and all right, title and interest of the Resident under this MOA shall upon the expiration of the notice period wholly cease and expire, and the Resident shall quit and surrender the unit to DPHAI, it being the intention of the parties by this provision to create a conditional limitation, and thereupon DPHAI shall have the right to re-enter the Unit and to remove all persons and personal property from the Unit, either by any suitable action or proceeding at law or in equity, or by force or otherwise, and to repossess the Unit in its former estate as if this MOA had not been made, and no liability whatsoever shall attach to DPHAI by reason of the exercise of the right of re-entry, repossession and removal granted and reserved by this provision:

A. If the Resident shall cease to be the owner of the share certificate to which this MOA is appurtenant, or if this MOA shall pass or be assigned to anyone who is not then the owner of the share certificate, whether intentional or not;

B. If the title to the manufactured home appurtenant to the Unit shall ever bear ownership name(s) that do not match the Resident's name on the relevant share certificate and MOA;

C. If at any time during the term of this MOA (i) the holder of the MOA shall be adjudicated as bankrupt under the laws of the United States; or (ii) a receiver of all of the property of such holder of this MOA shall be appointed under any provisions of the laws of the State of Florida, or under any statute of the United States, or any statute of any state of the United States and the order appointing such receiver shall not be vacated within thirty (30) days; or (iii) such holder of this MOA shall make a general assignment for the benefit of creditors; or (iv) the share certificate owned by such holder of this MOA to which this MOA is appurtenant shall be duly levied upon under the process of any court, unless such levy shall be discharged within thirty (30) days; or (v) this MOA or the share certificate to which it is appurtenant shall pass by operation of law or otherwise to anyone other than the Resident named in this MOA or a person to whom such Resident has assigned this MOA in the manner permitted by this MOA but this subsection (vi) shall not be applicable if this MOA shall devolve upon the executors or administrators of the Resident and provided that within eight (8) months (which period may be extended by the Board) after the death said MOA and share certificate shall have been transferred to any assignee in accordance with Paragraph 18 hereof; or (vii) this MOA or the share certificate to which it is appurtenant shall pass to anyone other than the named Resident by reason of a default by the Resident under a pledge or security agreement or a leasehold mortgage made by the Resident;

D. If there is an assignment or subletting of this MOA without full compliance with the requirements of Paragraph 18 hereof; or if any person not authorized by Paragraph 5 or shall be

permitted to use or occupy the unit, and the Resident shall fail to cause such unauthorized person to vacate the unit within ten days after written notice from DPHAI;

E. If the Resident shall be in default for a period of one month in the payment of any maintenance fees, common expense or assessment or of any installment and shall fail to cure such default within ten (10) days after written notice from DPHAI;

F. If the Resident shall be in default in the performance of any covenant or provision of this MOA, other than the covenant to pay maintenance fees, common expenses or assessments, and such default shall continue for thirty (30) days after written notice from DPHAI; provided, however, that if said default consists of the failure to perform any act the performance of which requires any substantial period of time, then if within the 30-day period such performance is commenced and diligently prosecuted to conclusion without delay and interruption, the Resident shall be deemed to have cured the default;

G. If at any time DPHAI shall determine, upon the affirmative vote of seventy-five percent (75%) of its then Board, at a meeting duly called for that purpose, that because of objectionable conduct on the part of the Resident, or of a person dwelling or visiting in the unit, repeated after written notice from DPHAI, the tenancy of the Resident is undesirable; (it being understood, without limiting the generality of the foregoing, that repeatedly violating or disregarding the Rules, the provisions of this MOA, the Bylaws, or Articles or to permit or tolerate a person of dissolute, loose or immoral character to enter or remain in the unit, shall be deemed to be objectionable conduct);

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

I. If the Common Facilities or Cooperative Property shall be destroyed or damaged and seventy-five percent (75%) of the Unit Owners shall decide not to repair or rebuild;

J. If at any time the Common Facilities or a substantial portion thereof shall be taken by condemnation proceedings;

K. If Resident shall default in the payment or performance of any of his obligations under any pledge or leasehold mortgage or other security agreement given to a Secured Party (who has complied with the provisions of Paragraph 20(B)), and written notice of such default is given to DPHAI by the Secured Party or its counsel.

PARAGRAPH TWENTY-EIGHT CORPORATION'S RIGHTS AFTER RESIDENT'S DEFAULT

A. In the event DPHAI resumes possession of the Unit, by appropriate proceedings, action of ejectment or otherwise, because of default by the Resident in the payment of any maintenance fees, common expenses or assessments due under these provisions, or on the expiration of the

term pursuant to a notice given as provided in Paragraph 27 upon the happening of any event specified in Subparagraphs A through F, or K of Paragraph 27, Resident shall continue to remain liable for payment of a sum equal to the sums which would have become due under this MOA and shall pay such sums in installments at the time they would be due under this agreement. No suit brought to recover any installment of maintenance fees, Common Expenses or Assessments shall prejudice the right of DPHAI to recover any subsequent installment. After resuming possession, DPHAI may, at its option, from time to time (i) relet the Unit for its own account, or (ii) relet the Unit as the agent of the Resident, in the name of the Resident 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 MOA, and may grant concessions in its discretion. Any reletting of the Unit shall be deemed for the account of the Resident, unless within ten (10) days after such reletting DPHAI shall notify the Resident that the premises have been relet for DPHAI's own account. The fact that DPHAI may have relet the Unit as agent for the Resident shall not prevent DPHAI from later notifying the Resident that it proposes to relet the Unit for its own account. If DPHAI relets the Unit as agent for the Resident, it shall, after reimbursing itself for its expenses in connection with renting the Unit, including leasing commissions and a reasonable amount for attorney's fees and expenses, and repairs in and to the Unit, apply the remaining monies of such reletting against the Resident's continuing obligations under this MOA. There shall be a final accounting between DPHAI and the Resident upon the earliest of the four following dates: (i) the date of expiration of the term of this MOA as stated on Page 1 of this MOA (ii) the date as of which a new occupancy agreement covering the Unit shall have become effective; (iii) the date DPHAI gives written notice to the Resident that it has relet the Unit for its own account; (iv) the date upon which all occupancy agreements of DPHAI terminate. From and after the date upon which DPHAI becomes obligated to account to the Resident, as provided above, DPHAI shall have no further duty to account to the Resident for any monies for reletting and the Resident shall have no further liability for sums thereafter accruing under the MOA, but such termination of the Resident's liability shall not affect any liabilities previously accrued.

B. If the Resident shall at any time sublet the Unit and shall default in the payment of any sum due under this MOA, DPHAI may, at its option, so long as such default shall continue, demand and receive from the Tenant the sums due or becoming due from such Tenant to the Resident, and apply the amount to pay sums due or becoming due from the Resident to DPHAI. Any payment by a Tenant to DPHAI shall constitute a discharge of the obligation of such Tenant to the Resident, to the extent of the amount so paid. The acceptance of rent from any Tenant to the Resident shall not be deemed a consent to or approval of any subletting or assignment by the Resident or a release or discharge of any of the obligations of the Resident under this MOA.

C. Upon the termination of this MOA under the provisions of Subparagraphs A through F, or K of Paragraph 27, the Resident shall surrender to DPHAI the share certificate owned by the Resident to which this MOA is appurtenant. Whether or not the certificate is surrendered, DPHAI may issue a new occupancy agreement for the Unit and issue a new certificate for the share of DPHAI owned by the Resident and allocated to the Unit when a purchaser of the Unit is obtained, provided that the issuance of such share certificate and agreement to the purchaser is authorized by a resolution of the Board, or by a writing signed by a majority of the Unit Owners with occupancy agreements then in force. Upon such issuance the certificate owned or held by the Resident shall be automatically cancelled and rendered null and void DPHAI shall apply the

proceeds received for the issuance of such share certificate first, towards the payment of Resident's indebtedness under this MOA (including interest, attorney's fees and appellate fees and costs, if any), and other expenses incurred by DPHAI; second, if the termination shall result pursuant to Subparagraph K of Paragraph 27 by reason of a default under the security agreement, then towards the payment of Resident's indebtedness under the security agreement (including all costs, expenses and charges payable by Resident there under); and third, if the proceeds are sufficient to pay the same, DPHAI shall pay over any surplus to the Resident, but, if insufficient, the Resident shall remain liable for the balance of the indebtedness due under this MOA or (if applicable) under said security agreement. Upon issuance of any such new occupancy agreement and certificate, the Resident's liability under this MOA shall cease and the Resident shall be liable for maintenance fees, Common Expenses and Assessments accrued to that time. DPHAI shall not, however, be obligated to sell such share certificate and appurtenant MOA or otherwise make any attempt to mitigate damages.

PARAGRAPH TWENTY-NINE WAIVER OF RIGHT OF REDEMPTION

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

PARAGRAPH THIRTY SURRENDER OF POSSESSION

Upon the termination of this MOA under the provisions of Subparagraphs A through F, or K of Paragraph 27, the Resident shall remain liable as provided in Paragraph 28 of this MOA. Upon the termination of this MOA under any other of its provisions, the Resident shall be and remain liable to pay all maintenance fees, Common Expenses, Assessments and other charges due or accrued and to perform all covenants and agreements of the Resident up to the date of such termination. On or before any such termination the Resident shall vacate the Unit and surrender possession of the Unit with all additions and improvements to DPHAI or its assigns. Upon demand of DPHAI or its assigns, Resident shall execute, acknowledge and deliver to DPHAI or its assigns any instrument that may reasonably be required to evidence the surrendering of all estate and interest of the Resident in the Unit. Any personal property not removed by the Resident on or before such expiration or termination of this MOA shall, at the option of DPHAI, be deemed abandoned and shall become property of DPHAI and may be disposed of by DPHAI without liability or accountability to the Resident. Any personal property not removed by the Resident at or prior to the termination of this MOA may be removed by DPHAI to any place of storage and stored for the account of the Resident without DPHAI in any way being liable for trespass, conversion, or negligence by reason of any acts of DPHAI or of DPHAI's agents, or of any carrier employed in transporting such property to the place of storage, or by reason of the negligence of any person in caring for such property while in storage. For purposes of this MOA, the Resident's manufactured home shall be deemed to be personal property and not realty after installation on the Unit Owner's lot. DPHAI releases and quitclaims to Resident any and all right, title and interest in and to the manufactured home which may inure to the property by operation of law.

**PARAGRAPH THIRTY-ONE
CONTINUATION OF COOPERATIVE MANAGEMENT OF THE PARK
AFTER ALL AGREEMENTS TERMINATED**

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 DPHAI Unit Owners shall take place to determine whether (a) to continue to operate the Park, (b) to alter, demolish or rebuild the Common Facilities or any part of those facilities, or (c) to sell the Park and liquidate the assets of DPHAI. The Board shall carry out the determination made at the meeting of the DPHAI Unit Owners, and all of the holders of the then share certificates of DPHAI shall have such rights as inure to shareholders of the corporations having title to real estate. Each Unit Owner shall own his equity interest in DPHAI equal to his percentage of ownership of equity interest and percentage of sharing of Common Expenses.

**PARAGRAPH THIRTY-TWO
UNSOLD SHARE CERTIFICATES**

The term "unsold share certificates" means and has exclusive reference to the share certificates of DPHAI that are unsold, which shall retain their character as such until such share 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 share certificate is allocated.

**PARAGRAPH THIRTY-THREE
FORECLOSURE - RECEIVER OF RENTS**

Notwithstanding anything contained in this MOA, if any action shall be instituted to foreclose any mortgage on the Park, the Resident shall, on demand, pay to the receiver of the rents appointed in such action maintenance fees, Common Expenses or Assessments, if any, owing under this MOA on the date of such appointment and shall pay to such receiver in advance, on the first day of each month during the pendency of such action, as rent under this MOA, the maintenance fees, Common Expenses or Assessments for the Unit as last determined and established by the Board prior to the commencement of the action, and such rent shall be paid during the period of such receivership, whether or not the Board shall have determined and established the maintenance fees, Common Expenses or Assessments payable under this MOA for any part of the period during which such receivership may continue. The provisions of this paragraph are intended for the benefit of present and future mortgagees of the land or the Common Facilities and may not be modified or annulled without the prior written consent of any such mortgage holder.

**PARAGRAPH THIRTY-FOUR
TO WHOM COVENANTS APPLY**

The references in this MOA to DPHAI shall be deemed to include its successors and assigns, and the references to the Resident or to a Unit Owner of DPHAI shall be deemed to include the personal representatives, legatees, distributees and assigns of the Resident or of such Unit Owner; and the covenants shall apply to, bind and inure to the benefit of DPHAI and its

successors and assigns, and the Resident and the personal representatives, legatees, distributees, successors and assigns of the Resident, except as otherwise stated in this MOA.

**PARAGRAPH THIRTY-FIVE
CORPORATION'S ADDITIONAL REMEDIES**

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

**PARAGRAPH THIRTY-SIX
LESSEE MORE THAN ONE PERSON**

If more than one person is named as Resident under this MOA, DPHAI may require the signatures of all such persons in connection with any notice to be given or action to be taken by the Resident in connection to this MOA, including, without limiting the generality of the foregoing, the surrender or assignment of this MOA, or any request for consent to assignment or subletting. Each person named as Resident shall be jointly and severally liable for all of the Resident's obligations. Any notice by DPHAI to any person named as Resident shall be sufficient, and shall have the same force and effect, as though given to all persons named as Resident.

**PARAGRAPH THIRTY-SEVEN
EFFECT OR PARTIAL INVALIDITY**

If any clause or provision contained in this MOA shall be judged invalid, the same shall not affect the validity of any other clause or provision of this MOA, or constitute in favor of either party as against the other.

**PARAGRAPH THIRTY-EIGHT
NOTICE TO CORPORATION OF DEFAULT**

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

PARAGRAPH THIRTY-NINE
UNITY OF SHARE CERTIFICATE, AGREEMENT, AND MANUFACTURED HOME
TITLE

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

- A. The share certificate represented by each certificate is transferable only as an entirety and only in connection with a simultaneous transfer of this MOA.
- B. The share certificate shall not be sold except to DPHAI or to an assignee of this MOA after compliance with all of the provisions of Paragraph 18 of this MOA relating to assignments.
- C. The share certificate, MOA, and manufactured home title to the manufactured home appurtenant to the Unit must all bear the same ownership name(s).

PARAGRAPH FORTY
UNIT BOUNDARIES

The boundaries of each unit in the Park shall be as follows:

- A. Boundaries abutting streets in the Park shall be the inside curb line extended across all driveways.
- B. Boundaries between the units on the side and to the rear shall be 5' for each unit and 7 1/2' in the front from the inside of the sidewalk. The boundaries currently maintained on the date of recording of this MOA are valid.
- 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 MOA.
- D. Should any dispute arise over the location of any boundary of a unit the Board shall determine such boundary by a majority vote of a quorum of the Board, which determination shall be final.

PARAGRAPH FORTY-ONE
PAYMENT OF TAXES AND OTHER COSTS BY THE CORPORATION

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

- A. Pay all taxes and assessments that may be levied against Cooperative Property and Common Facilities, except that if taxes and assessments are assessed and billed to separate units, then the owner of the unit shall pay same;
- B. Pay the premium on all necessary insurance required to be carried by DPHAI under this MOA;

C. Pay all necessary expenses incurred for operation and maintenance of Cooperative Property and Common Facilities;

D. Pay any required mortgage payments to the mortgagee holding the blanket mortgage on Cooperative Property and Common Facilities.

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

The provisions of Florida Statutes Chapter 83 relating to interest on rental deposits to be paid to Residents or Tenants by DPHAI shall not apply in the case of this MOA.

**PARAGRAPH FORTY-THREE
INTEREST RATE IN THE EVENT OF DEFAULT OF LESSEE**

Any payment required under this MOA that the Resident fails to make bears interest at the highest rate allowed by law from the due date until paid.

**PARAGRAPH FORTY-FOUR
AMENDMENT OF THIS AGREEMENT**

This MOA may be amended by the passage of a resolution adopting such amendment by the affirmative vote of a majority, consisting of fifty percent (50%) plus one, of the total DPHAI Unit Owners entitled to vote at an annual meeting or at a special meeting called for that purpose. A tie vote shall cause the proposed amendment to fail. Amendments may be proposed by either the Board or by petition containing the signatures of at least ten percent (10%) of the DPHAI Unit Owners.

Notice of the intention to propose an amendment together with the text of the proposed amendment shall be included in the notice of the meeting at which a proposed amendment is to be considered. Text of the proposed change shall be posted in a conspicuous place in the Park at least four (4) weeks prior to the called meeting. Unit Owners not present at the meeting considering the amendment may appoint a Unit Owner to act as proxy for the purpose of voting at any such meeting.

Notwithstanding the provisions of Paragraph 44, the affirmative vote thresholds established by Florida law, including sections 719.1055(1) through 719.1055(3), *Florida Statutes*, as modified or re-codified by further act of the Florida Legislature, shall apply to any amendments as to the subject matter outlined in the aforementioned statute(s).

No amendment shall change the configuration or size of any unit in any material fashion, materially alter or modify the appurtenances to such unit, or change the proportion or percentage by which the owner of the Unit shares the Common Expenses and owns the Common Surplus unless the record owner and all lienors of record of the affected unit shall join in the execution of the amendment.

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

An amendment to this MOA will be binding upon and inure to the benefit of all residents and will become effective when recorded in the public records of Pinellas County, Florida, without further action by DPHAI or residents.

**PARAGRAPH FORTY-FIVE
PROVISIONS OF ARTICLES OF INCORPORATION,
BY-LAWS, RULES AND REGULATIONS**

This MOA is subject to, and DPHAI and Resident shall abide by, the provisions of, the Articles, Bylaws, and Rules. These Articles, Bylaws, Rules, and any amendments made to them in the future, are made a part of this MOA by reference. Resident acknowledges that he has been provided with a copy of the Articles, the Bylaws and the Rules and that he has read them and understands their contents.

**PARAGRAPH FORTY-SIX
CHANGES TO BE IN WRITING**

The provisions of this MOA can only be changed in writing, executed with the same formalities as the original.

Adopted by DPHAI on January 21, 2015

EXHIBIT C-1
SCHEDULE OF MAINTENANCE FEES AND COMMON EXPENSES

The percentage of sharing in the common expenses and common surplus is one/one hundred twenty first (1/121) and is allocated equally to each unit.