

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

No amendment shall be effective unless the written consent of the Mortgagee holding the blanket mortgage on the cooperative is obtained prior to the recording thereof.

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

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

46. Articles of Incorporation, Bylaws, Rules and Regulations. This lease is subject to, and Corporation and Lessee shall abide by the provisions of, the Articles of Incorporation, the Bylaws and the Rules and Regulations of the Corporation. These Articles of Incorporation, Bylaws and Rules and Regulations, and any amendments made to them in the future, are made a part of this lease by reference. Lessee acknowledges that he has been provided with a copy of the Amended and Restated Articles of Incorporation, the Bylaws and the present Rules and Regulations of the Corporation and that he has read them and understands their contents. Copies of the Amended and Restated Articles of Incorporation, Bylaws and Rules and Regulations, recorded immediately after this Lease.

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

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

B. Any default of Lessee under this lease;

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

D. Any damage to the property of Lessee or others or injury to any person on or about the property from any cause;

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

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

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

IN WITNESS WHEREOF, the parties have executed this lease.

Witnessed:

Lessor:

VENETIAN PARK ESTATES, INC.

Harold R. White

By: *Delton Powell*
DELTON POWELL, President

Sybil M. Nourjian

(CORPORATE SEAL)

Witnessed:

Lessee:

_____ (SEAL)

Lessee

_____ (SEAL)

Lessee

STATE OF FLORIDA
COUNTY OF SARASOTA

This instrument was acknowledged before me this 5th day
of October, 1988, by DELTON POWELL, as President of
VENETIAN PARK ESTATES, INC. on behalf of the corporation.

Angela S. George
Notary Public
My Commission Expires:

Notary Public, State of Florida
My Commission Expires March 27, 1990
Bonded thru Fidelity Insurance Inc.

STATE OF FLORIDA
COUNTY OF SARASOTA

On the _____ day of _____, 19__, before me
personally appeared _____, to me
personally known and known to be to be the individual(s)
described in and who executed the foregoing instrument, as
Lessee(s) and duly acknowledged to me that _____ executed the
same.

Notary Public
My Commission Expires:

WRK:00181RKP

CONSENT TO PROPRIETARY LEASE

FIRST NATIONAL BANK OF VENICE, Venice, Florida, as Mortgagee, by joining herein, hereby consents to the foregoing Master Form Proprietary Lease. This consent to proprietary lease shall in no way be considered to be a merger or subordination of the Mortgage liens to any proprietary lease of all or any part of the property nor shall it bind the Mortgagee, or its successors and assigns to the cooperative form of ownership.

Signed, sealed and delivered
in the presence of:

FIRST NATIONAL BANK OF VENICE

Mary Fagle

By: Charles S. Cancelliere
Its Vice President

Shirley Rapp

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments, personally appeared Charles S. Cancelliere as Vice President of FIRST NATIONAL BANK OF VENICE known to me to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same as such officer and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the State and County aforesaid this 27th day of September, 19 88

Meredith Kirk
Notary Public

My Commission Expires:

Notary Public, State of Florida

My Commission Expires April 6, 1991

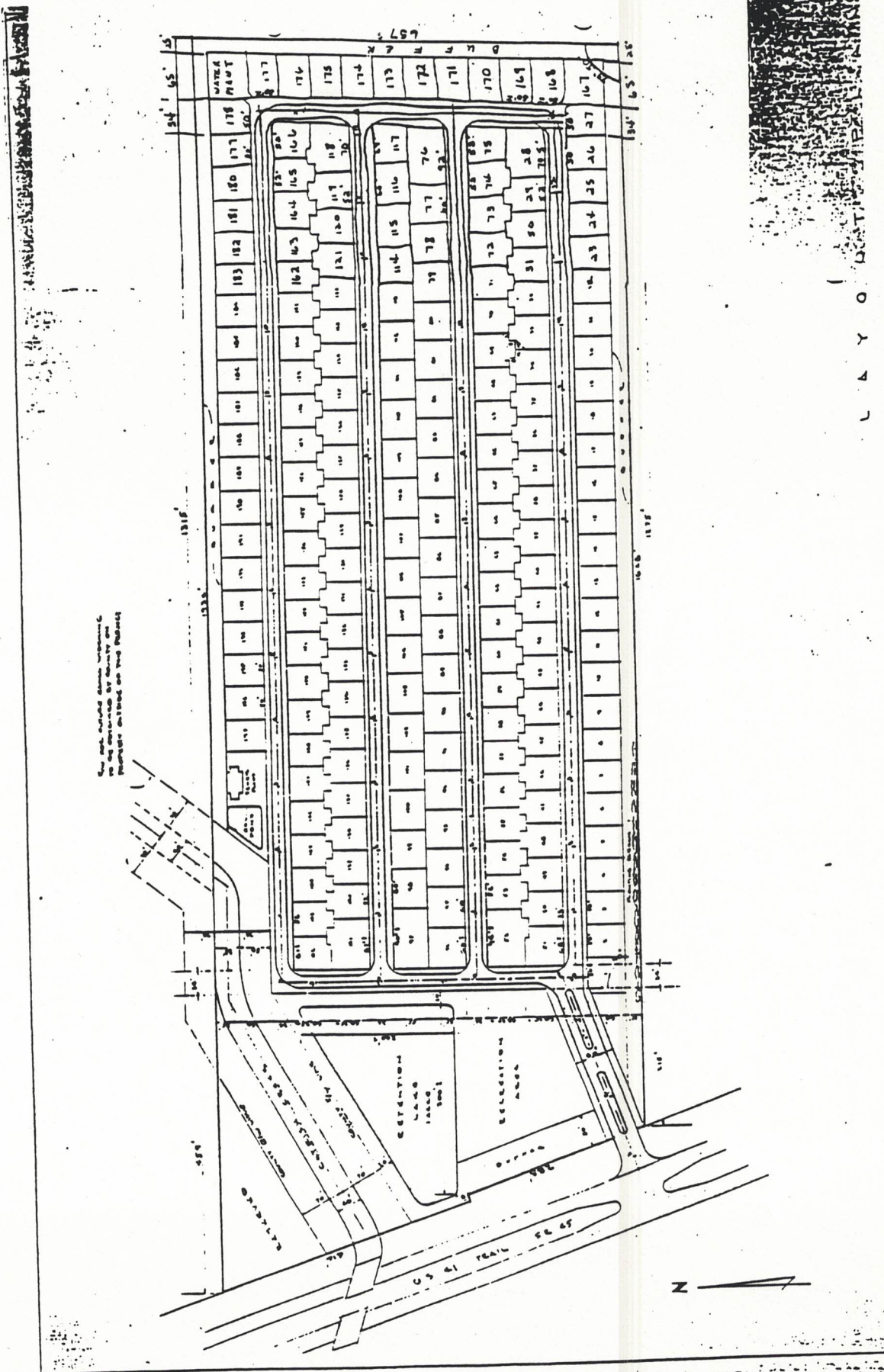
Bonded Thru Troy Fahn - Insurance Inc.

WRK:00181RKP

LEGAL DESCRIPTION

A portion of the North half in Lots 11 and 12, Block 2 and a portion of Lot 7 and all the North half of Lot 9, Block 1, SARASOTA-VENICE CO., subdivision in Section 34, Township 37 South, Range 18 East, Sarasota County, Florida, as recorded in Plat Book A, page 12, of the Public Records of Sarasota County, Florida, being more particularly described as follows:

Begin at the Northeast corner of Lot 9, Block 1, of said SARASOTA-VENICE CO., subdivision; thence S $03^{\circ}20'51''$ West along the East line of said Lot 9 for 657.74 feet to the Southeast corner of the North 1/2 of said lot; thence S $89^{\circ}53'18''$ West along the South line of said North 1/2 of Lot 9 and along the South line of Lot 7 for 1344.57 feet to the Southwest corner of said Lot 7; thence S $89^{\circ}49'20''$ West along the South line of the North 1/2 of Lot 12, block 2 of said subdivision for 305.08 feet to an intersection with the Easterly right-of-way line of S.R. 45 (U.S. 41) as recorded in Road Plat Book 1, Page 78, of the Public Records of Sarasota County, Florida; thence along the Easterly right-of-way line for the following three (3) courses; (1) N $19^{\circ}49'39''$ West for 288.99 feet; (2) S $70^{\circ}10'21''$ West for 10.00 feet; (3) N $19^{\circ}49'39''$ West for 94.64 feet; thence along the Southeastly line of the Catfish Creek Drainage Canal, recorded in O.R. Book 979, Page 605, of the Sarasota County, Florida, records, for the following three (3) courses; (1) N $58^{\circ}41'00''$ East for 413.15 feet; (2) N $89^{\circ}51'27''$ East for 200.00 feet; (3) N $35^{\circ}00'00''$ East for 109.94 feet to the North line of said Lot 7; thence N $89^{\circ}57'41''$ East along the North lines of said Lots 7 and 9 for 1206.94 feet to the POINT OF BEGINNING. Subject to road right-of-way (if any) shown on said subdivision as recorded in Plat Book A, Page 12, of the Public Records of Sarasota County, Florida.



See also, attached, Plans, Specifications, and other documents, all of which are hereby referred to and made a part of this plan.

EXHIBIT "B"

L A Y O U T

MEMORANDUM OF PROPRIETARY LEASE

VENETIAN PARK ESTATES, INC., a Florida Non-Profit Corporation, as Lessor,
hereby leases to _____, as
Lessee, whose address is _____ the
following described premises:

Unit # _____ of VENETIAN ESTATES, A COOPERATIVE, according to Exhibit
"B" (Plot Plan) of the Master Form Proprietary Lease recorded in
Official Records Book _____, Pages _____, of the Public Records of
Sarasota County, Florida;

for a term of years from the _____ day of _____, 19____, until
the _____ day of _____, 20____, in consideration of the mutual
covenants contained in that certain Master Form Proprietary Lease which form of
lease and all amendments thereto are incorporated herein by reference, the
original of which is maintained in the office of Lessor at 8885 South Tamiami
Trail, Sarasota, Florida 34285 (Lessee is the owner of appurtenant Membership
Certificate # _____ of VENETIAN PARK ESTATES, INC., a Florida Non-Profit
Corporation.)

The percentage of sharing in the common expense and common surplus and
equity ownership for the above captioned membership certificate in VENETIAN
PARK ESTATES, INC. is 1/197.

EXECUTED this _____ day of _____, 19____.

WITNESSES:

VENETIAN PARK ESTATES, INC.,
a Florida Non-Profit Corporation

By: _____ (SEAL)
DELTON POWELL, President

(SEAL)

(SEAL)

Lessee

STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE ME, personally appeared DELTON POWELL, to me well known, and known
to me to be the individual described in and who executed the foregoing
instrument as President of VENETIAN PARK ESTATES, INC., a Florida Non-Profit
Corporation, and acknowledged to and before me that he executed such instrument
as such officer and the the seal is affixed to the foregoing instrument by due
and regular corporate authority, and that said instrument is the free act and
deed of said corporation.

WITNESS my hand and official seal, this _____ day of _____, 19____.

Notary Public
My Commission Expires:

STATE OF _____
COUNTY OF _____

BEFORE ME, personally appeared _____, to me well
known, and known to me to be the person(s) described in and who executed the
foregoing instrument, and acknowledged to and before me that _____ executed such
instrument for the purpose therein expressed.

WITNESS my hand and official seal, this _____ day of _____, 19____.

Notary Public
My Commission Expires:

ASSIGNMENT OF PROPRIETARY LEASE

KNOW THAT, _____, Assignor, in consideration of the sum of Ten Dollars (\$10.00) paid by _____, Assignee, whose address is _____ and for other good and valuable consideration, do(es) hereby assign unto the Assignee all of the Assignor's right, title and interest in and to a certain proprietary lease made by VENETIAN PARK ESTATES, INC., a Florida Non-Profit Corporation, to _____ dated the ____ day of _____, 19__, leasing:

Unit # _____ of VENETIAN ESTATES, A COOPERATIVE, according to Exhibit "B" (Plot Plan) of the Master Form Proprietary Lease recorded in Official Records Book _____, Pages _____, of the Public Records of Sarasota County, Florida;

TO HAVE AND TO HOLD the same unto the Assignee, and Assignee's executors, administrators, legal representatives, heirs, distributees, successors and assigns, on and after the date hereof, for all the rest of the term of said lease, subject to the covenants, conditions and limitations therein contained.

IN WITNESS WHEREOF, the Assignor has executed this Agreement this ____ day of _____, 19__.

In presence of:

(As to both parties) _____ (SEAL)

(As to both parties) _____ (SEAL)

ASSIGNOR

Assignee, by the acceptance of this Assignment, agrees to be bound by the Master Form Proprietary Lease and the Articles of Incorporation and Bylaws of VENETIAN PARK ESTATES, INC., a Florida Non-Profit Corporation.

In presence of:

(As to both parties) _____ (SEAL)

(As to both parties) _____ (SEAL)

ASSIGNEE

STATE OF _____
COUNTY OF _____

On the ____ day of _____, 19__, before me personally appeared _____, to me known to be the Assignor(s) described in, and who executed, the foregoing instrument, and acknowledged that ____ executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year last above written.

STATE OF _____
COUNTY OF _____

Notary Public
My Commission Expires:

On the ____ day of _____, 19__, before me personally appeared _____, to me known to be the Assignee(s) described in, and who executed, the foregoing instrument, and acknowledged that ____ executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year last above written.

Notary Public
My Commission Expires:

Certificate Number

1



NOTICE
THE TRANSFER OF THIS CERTIFICATE IS RESTRICTED
BY THE BYLAWS AND THE PROPRIETARY INSTRUMENTS
APPURTENANT HERETO.

FOR INFORMATION PURSUANT TO THE BYLAWS AND
PROPRIETARY LEASE

VENETIAN PARK ESTATES, INC.

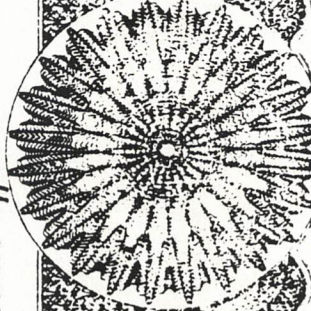
Membership Certificate

This is to Certify that _____ is a member of

VENETIAN PARK ESTATES, INC.

a membership corporation incorporated under the Laws of the State of Florida and is entitled to the full benefits and privileges of such membership, subject to the duties and obligations, as more fully set forth in the Corporation's By-Laws, Rules and Regulations.

In Witness Whereof, the Corporation has caused this Certificate to be executed by its duly authorized officers this _____ day of _____, 19_____ and its corporate seal to be hereunto affixed.



PRESIDENT

SECRETARY

**VENETIAN PARK ESTATES, INC.
MEMBERSHIP CERTIFICATE POWER**

FOR VALUE RECEIVED, _____ that hereby sell, assign and transfer unto _____ certain membership certificate of VENETIAN PARK ESTATES, INC., a Florida non-profit corporation, standing in the name of the undersigned on the books of the corporation represented by Certificate No. _____ herewith, and do hereby irrevocably constitute and appoint _____ attorney to transfer the said membership certificate on the books of the corporation with full power of substitution in the premises.

In presence of:

Dated: _____

WRK:00181RKP

RECEIPT FOR COOPERATIVE DOCUMENTS

The undersigned acknowledges that the documents checked below, have been received or, as to plans and specifications, made available for inspection.

NAME OF COOPERATIVE - VENETIAN ESTATES, A COOPERATIVE

ADDRESS OF COOPERATIVE - 8885 SOUTH TAMiami TRAIL
SARASOTA, FLORIDA 34238

Place a check in the column by each document received or, for the plans and specifications, made available for inspection. If the item does not apply, place an "N/A" in the column.

<u>DOCUMENT</u>	<u>RECEIVED</u>
Prospectus Text	
Articles of Incorporation	
Bylaws	
Estimated Operating Budget	
Subscription Agreement	
Purchase Agreement	
Membership Certificate	
Rules and Regulations	
Covenants and Restrictions	N/A
Ground Lease	N/A
Management & Maintenance Contracts-More than 1 Year	N/A
Renewable Management Contracts	N/A
Lease of Recreational & Other Facilities to be Used Exclusively by Unit Owners of Subject Cooperative	N/A
Master Form Proprietary Lease	
Memorandum of Proprietary Lease	
Assignment of Proprietary Lease	
Declaration of Servitude	N/A
Phase Development Description [See 719.503(2)(k) and .504(14)]	N/A
Lease of Recreational & Other Facilities to be Used by Unit Owners with Other Cooperatives [See 719.503(2)(h)]	N/A
Description of Management for Single Management of Multiple Cooperatives [See 719.503(2)(k)]	N/A
Conversion Inspection Report	N/A
Conversion Termite Inspection Report	N/A
Plot Plan	
Floor Plan	N/A
Survey of Land & Graphic Description of Improvements	
Executed Escrow Agreement	N/A
Plans and Specifications	MADE AVAILABLE

THE PURCHASE AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THE PURCHASE AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 719.503, FLORIDA STATUTES. THE PURCHASE AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THE PURCHASE AGREEMENT SHALL TERMINATE AT THE CLOSING.

Executed this _____ day of _____, 19__.

Purchaser or Lessee

Purchaser or Lessee

EXHIBIT "12"

WRK:00181RKR

DESCRIPTION OF THE RECREATION AND OTHER FACILITIES

Venetian Estates has a recreation hall, swimming pool and shuffleboard center, which are available for use by the Park residents. The maximum number of lots that will use these facilities at the present time is 197, which is the total number of lots within the Park. Residents and their guests may use the shared facilities in a careful and reasonable manner and must leave such facilities in a clean, neat and sanitary condition, and must comply with the Park rules applicable thereto.

The 48' X 70' recreation hall is located near the entrance of the Park. It consists of a meeting room, an office, a kitchen, and a laundry room entered through a door on the north side of the building and 2 restrooms with separate entrances from the outside for use by the swimmers. The Park also contains a 20' X 40' building located in the rear section of the Park which is used as the Park garage and tool shed.

The swimming pool is located directly east of the recreation hall. It is approximately 21' X 36' and is 3' deep at the west end and 6' deep at the east end. It is solar heated and accommodates 13 people at a time. A 450 gallon spa accommodates 4 persons and is adjacent to the swimming pool. It is surrounded by approximately 1900 sq. ft. of concrete decking. The pool area is enclosed with a 3' chain link fence.

To the north of the pool are 4 tournament quality shuffleboard courts which can be lighted for night play.

The Association facilities are available at all reasonable times, generally 9:00 A.M. to sundown, seven days a week. The use of all common recreation facilities is generally uninhibited. The Association may from time to time close said facilities on a temporary basis for the purpose of maintenance, repair, alteration or improvement, or for any other reasonable reason. The right to use the facilities described above does not extend to service and storage facilities contained in, and related to, the facilities mentioned above, including heating, ventilating, air conditioning, electrical, pump, filtration and chlorination systems, and storage rooms or areas.

The maintenance and operation of the Park is the responsibility of the Park Manager who is under the supervision of the Board of Directors of the Association. Any problems which arise concerning the Park property should be directed to the attention of the Park Manager.

Sarasota County Utilities provide water to the Park residents; water service charges are billed to the Association. Responsibility for water mains in the Park to the shut-off valve providing water to each lot is the Association's. Water lines from the shut-off valve to the mobile home are the responsibility of the mobile home owner.

Sewage disposal is provided by the Park's wastewater disposal plant, licensed by Sarasota County. Responsibility for sewer main lines within the Park up to the ground connection of the sewer main line to the mobile home sewer lateral lines is the Association's. The in-ground connection to the lateral lines to and within the mobile home are the responsibility of the mobile home owner.

Garbage and trash collection is handled by General Sanitation Corporation; such services are presently billed to the Association but may be billed directly to unit owners in the future. Providing adequate containers and making them available for pick-up is the responsibility of the mobile home owner. The timing of, and conditions for, such service are subject to change. Trash collection fees are presently included in the maintenance fee.

Cable TV is provided through a master antenna, which is maintained by the Corporation from the tower to junction box and included in the maintenance fee.

WRK:00181TBD

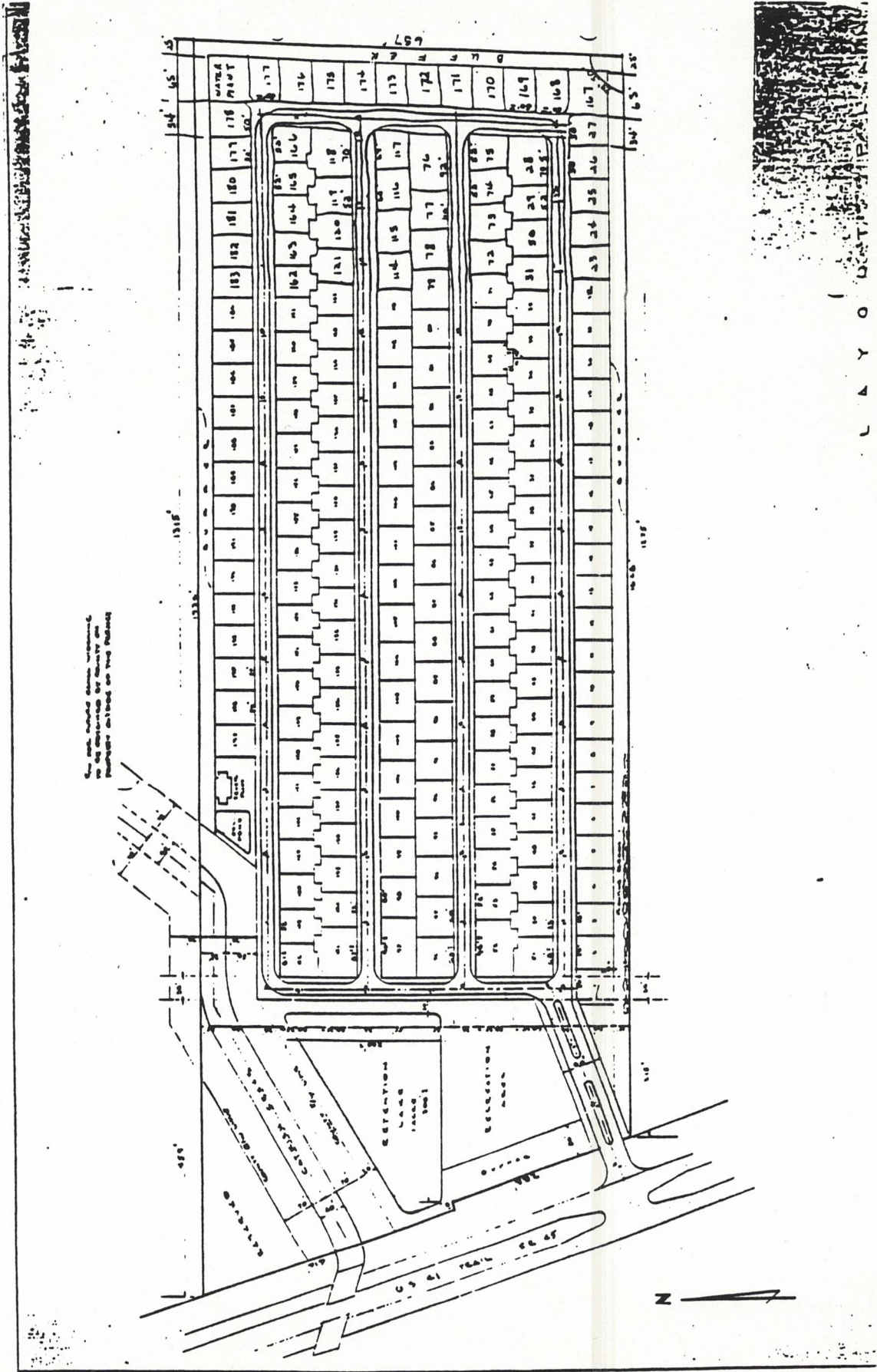


EXHIBIT "14"

L A Y O U T

VENETIAN ESTATES
RULES AND REGULATIONS

The purpose of these Rules and Regulations is to promote the comfort, welfare and safety of the Members and Tenants of Venetian Estates (hereinafter called the "Park") and to improve and maintain the appearance and reputation of the Park.

These Rules have been established by the Board of Directors of Venetian Park Estates, Inc. (hereinafter called the "Corporation"), owner of the Park, and may be changed from time to time to achieve this and other purposes. Notice of changes in these rules shall be given at least (30) days prior to the date of the implementation of the changes, except with regard to the implementation of the changes in Rules against Tenants, for whom no less than ninety (90) days prior notice shall be given.

I. DEFINITIONS

1. Corporation or Management - "Corporation" or "Management" means Venetian Park Estates, Inc., the owner of the Park and Landlord to both Members and Tenants.

2. Member - "Member" shall be the person or persons owning a Membership Certificate issued by the Corporation pursuant to the Articles of Incorporation and the Bylaws.

3. Tenant - "Tenant" shall mean an occupant of a mobile home in the Park who is not a Member and who does not occupy the unit of a Member, but occupies a unit owned by the Corporation.

4. Park - "Park" shall mean Venetian Estates.

II. THE MOBILE HOME

1. Prior to the purchase of any mobile home for installation on a lot in the Park, the Member shall submit to the Board of Directors an application on an approved form describing such installation and indicating all required information. Any replacement mobile home must be at least 24 feet wide and must be at least 40 feet in length. The maximum length and the optimum position on the lot will be determined upon examination of the site by the Board of Directors. Action on the application must be taken by the Board of Directors within 5 days of the receipt of the application.

2. Newly installed mobile homes must be set up to include the following appurtenances within 30 days from the date of placement on the lot: Carport, aluminum carport roof at least 36 feet long, raised patio with aluminum awning, utility room, underskirting and planter in front of the mobile home. The design of all appurtenance and additions must be approved by the Corporation.

3. Mobile homes shall be attractively maintained by the Member or Tenant and comply with all applicable laws, ordinances and regulations of the State, County or Park as from time to time amended. For instance, Mobile Home Standards of the Sarasota County Building Code require that vented skirting shall be required around each mobile home. Decorative block skirting is required.

4. To maintain the safety and beauty of the grounds, no outdoor antennas will be placed in the Park, only the master tower. Members and Tenants are responsible for TV cable from junction box to the mobile home.

5. Tie-downs and blocking must comply with all applicable governmental laws, ordinances and regulations.

6. No construction by Member or Tenant of new structures or additions to any existing structure shall commence until Resident shall submit drawings and specifications to the Management and shall obtain Management's written approval.

III. MOBILE HOME SITES

1. Members and Tenants are responsible for the overall appearance of the mobile site. Sites shall be kept orderly, neat, clean and free of litter. Trimming, watering, weeding and general care of planters and shrubs are the responsibility of the Member or Tenant. No plants or shrubs shall be planted without prior written approval of Management.

2. Storage on the patio will be limited to items in general use such as furniture specifically designed for outdoor use. Garbage cans, tools, lawn care equipment and the like will be stored in utility sheds.

3. Mobile home sites not maintained to standards satisfactory to the Corporation may be maintained by the Corporation. A minimum fee of \$25.00 for the Corporation's maintenance will be charged to the Member or Tenant owning or occupying the unit. (Planters must be cared for during the summer.)

4. No automobiles (including, for example, recreational vehicles) shall be parked on the road or lawns within the Park; temporary guests may park in a resident's carport; overnight and extended guests must park in designated areas only. (Near the Recreation Hall)

Recreational vehicles cannot be lived in while in the Park; however, if space is available, a recreational vehicle may be parked in the designated area (but for no more than 5 days). If space for a recreational vehicle is not available, the recreational vehicle must be removed from the Park within 24 hours.

5. No fences are permitted.

6. All utilities are paid individually by the resident; electric to Florida Power and Light Co., telephone to General Telephone (GTE), water and sewer to Management as part of monthly maintenance or lot rent.

7. Any clogging of the sewer line from the mobile home to the main line is the responsibility of the Member or Tenant. If the Corporation is called upon to correct any clogging of the sewer line, the plumber's charges shall be assessed to the Member or Tenant if the clogging is between the mobile home and the main line.

8. Lawns, flowers and shrubs may be watered by hand-held sprinklers only. Water shall not be allowed to run into the street.

9. Washing and minor repairs of autos owned by a Member or Tenant shall be permitted on the Member's or Tenant's lot only. No major automobile repairs shall be permitted in the Park.

10. A seasonal resident must notify the Manager at time of departure and of the name of the person responsible for the maintenance and appearance of his/her property. Homesites that become unsightly due to uncontrolled overgrowth of weeds and/or shrubs may be serviced by the Corporation. A minimum fee of \$25.00 will be charged to the Member or Tenant for each time services are rendered to such homesites.

IV. RECREATION FACILITIES

1. The recreation hall, pool area, and other activity areas are for the mutual use of all residents and authorized guests. Use of these facilities for other than regular Park functions shall require prior written approval from Management.

Requests for private use of Park facilities will be granted at the discretion of Management and provided the intended date and space do not conflict with previous commitments. Note: Residents not included in the private party shall not be deprived of gaining access to the premises, and may not be excluded.

2. Rules regarding use of each facility, recreation buildings, pool and shuffleboard courts are posted in respective areas and must be observed by all users of these facilities.

3. Children under the age of 16 years will not be allowed to use shuffleboard courts or recreation buildings unless accompanied by a Member or Tenant.

4. Children under the age of 16 years may have use of the swimming pool during the hours of 9:00 A.M. to sundown and must be accompanied by an adult resident or other adult Member of the child's family.

5. Bare feet, beach or swimming attire are not permitted in the recreation hall.

6. No alcoholic beverages shall be consumed by Resident or guests outside the mobile home.

7. No food or drink is allowed in the pool area.

V. GUESTS

1. Overnight guests shall be registered at the Park office by the host, Member or Tenant. Guests staying no more than a total of 30 days within one calendar year shall not be charged any fee by Management; however, guests staying beyond that period shall pay \$50.00 per month or any portion thereof and obtain approval of Management to stay longer than the above period before commencing to stay. An authorized guest of a member or tenant who was residing in the Park on the date this rule was adopted shall be permitted to continue his stay for a fee of \$10.00 per month or any portion thereof. The then current fee schedule shall apply to such guest for any future stays in the Park.

2. The Member or Tenant is responsible for acquainting his guest with the Rules and Regulations of the Park.

3. Guests under the age of 10 shall be accompanied by an adult when leaving the lot where visiting.

VI. PETS

A single pet shall be allowed only in the units along the outside perimeter of the Park. No other pets shall be permitted. Maximum weight of any such pet shall be 30 lbs. The pet must be kept leashed while outside the mobile home. Those Members and Tenants keeping pets in the Park on the date of implementation of this Rule shall be entitled to retain such pets, but no replacements of pets shall be permitted unless otherwise allowed by this Rule.

VII. VEHICLES, TRAFFIC AND TRAILERS

1. Speed limit for all vehicles is 15 M.P.H.
2. No truck exceeding 3/4 ton shall be permitted within the Park to be driven by a resident or guest.
3. Motorcycles, mini-bikes, motor scooters, go-carts and mopeds are not to be driven within the Park.
4. No commercial type vehicles are to be parked within the Park.
5. No overnight street parking is permitted.
6. The vehicles of guests remaining overnight must be parked in a Member's or Tenant's carport, or in the designated parking area near the recreation hall. Permission from neighbor must be obtained before making use of a neighbor's carport.
7. No unlicensed or inoperative motor vehicles shall be kept within the Park or on any lot. Failure to remove such a vehicle after demand by management, shall be removed at the resident's expense; the fee for same shall be due with the next monthly maintenance or lot rental payment. Lots are to be used for mobile homes and NOT for automobile storage.

VIII. LAUNDRY

1. The laundry facility is open for use by Members and Tenants only.
2. Rules for use of the laundry are posted in the laundry facility and must be observed by all users.
3. No laundry may be hung to dry except in the hanging facilities by the laundry.

IX. REFUSE

1. All garbage and refuse must be securely put in plastic bags, stored in garbage cans, and only placed next to the road on designated garbage collection days.

2. No burning of trash, leaves or other materials is allowed.

3. All refuse and garbage from a resident's property must be placed in plastic bags and not disposed of on adjacent lots.

4. Members and Tenants shall not dump refuse in any area of the Park.

5. Garbage cans shall not exceed 20 gallons capacity and shall be either galvanized or heavy duty plastic with tight fitting lids.

X. MAIL

Mail is delivered to the mobile site. Members and Tenants are responsible for purchase and maintenance of mailbox and stand in compliance with the standards of the Park.

XI. RE-SALE OR SUBLETTING

1. A Member may only sell or sublet his unit in conformity with the requirements of the Articles of Incorporation and Bylaws of the Corporation and the Master Form Proprietary Lease. A Tenant may only sell or sublet his mobile home lot to a new Member of the Corporation, or, in the alternative, to a new Tenant or Sublessee if such sale or sublease is guaranteed as a Tenant's right pursuant to Chapter 723, Florida Statutes, and otherwise conforms with the Corporation's restrictions on transfers of mobile homes. As a condition of a mobile home transfer, any new Member, Tenant or Sublessee must agree to abide by the terms and conditions of the Rules and Regulations then in effect, and as the same may be amended from time to time by the Board of Directors. A Member or Tenant may only sublet the mobile home lot on one occasion per calendar year. A Member or Tenant shall not sublet the lot without written consent of Management. Any subletting without Management's consent shall be void and constitute a default by Member or Tenant of their Lease Agreement.

2. The Corporation shall impose a charge of \$25.00 on a Member or a Tenant for the processing of each prospective Sublessee and a charge of \$50.00 for the processing of a prospective purchaser.

3. A resident may arrange to use the services of the Corporation to help sell his or her mobile home by agreeing to pay a reasonable commission to the Corporation.

4. A Member or Tenant may advertise a mobile home for sale on the bulletin boards in the recreation hall. One "For Sale" sign shall be permitted on a home site, which sign shall not exceed 8 inches by 14 inches in size. The sign must be in keeping with professional standards and Management reserves the right to approve the sign's appearance. The "For Sale" sign must only be placed in the planter or the window. Signs attached to the house, or flags, pennants or other promotional material placed on a lot or attached to the house are specifically prohibited.

5. Any Tenant intending to remove his mobile home from the Park must give the Corporation thirty (30) days notice in writing prior thereto. The Tenant shall remain responsible for rental payments for the lot until the expiration of the current term under the Lot Rental Agreement.

6. Should any qualified Tenant wish to purchase a membership in the Corporation and enter into a proprietary lease for the lot upon which the mobile home is situated, then said Tenant may purchase such membership, upon the terms and conditions established from time to time by the Board of Directors.

7. The Park is an adult community; accordingly, all residents must be 55 years of age or older. No more than 2 adults shall reside within any mobile home; except, however, where more than 2 adults reside in a mobile home or where a resident is under 55 years of age on the date of adoption of this rule, in which event all such persons (but no substitutions) shall be entitled to continue as residents of the Park.

XII. MISCELLANEOUS

1. Selling, soliciting, peddling or commercial enterprises within the Park are permitted only with the consent of the Corporation.

2. Loud and annoying parties or language are not allowed at any time. Residents must exercise special care

regarding disturbing use of T.V., radio, Hi-Fi, etc. between the hours of 11:00 P.M. and 7:00 A.M.

3. Members and Tenants must promptly report vandalism of private or Park property to the Corporation.

4. Legitimate complaints concerning infractions of these rules should be reported to the Manager, in writing if the Manager requests it.

5. If a Member or Tenant is without a telephone, every effort will be made to promptly notify the Member or Tenant of emergency calls received by the Corporation (such calls interpreted as having to do with serious illness, accident or death). The Corporation does not assume responsibility for delivery of any messages or for failure to report messages.

XIII. RESPONSIBILITIES

1. The Corporation shall not be responsible for loss or damage caused by accident, fire, theft or act of God to any mobile home or personal property left by the Member or Tenant or their guests within the Park boundaries. The Corporation will not be responsible for supplies or equipment sent to the recreation hall for private use by any Member or Tenant.

2. The Corporation shall not be liable for accident or injury to any person or property through the Member's or Tenant's use of recreation facilities. The Members and Tenants and their guest avail themselves of these facilities as their own risk and assume liability for physical damage or personal injury caused by such use.

3. Members and Tenants are responsible for damages caused by their family, guests, agents or licensees.

4. All mobile homes must be adequately insured for public liability and property damage coverage. The Corporation may require written proof of such insurance coverage.

XIV. COMPLIANCE AND DEFAULT

1. In the event of a violation (other than the non-payment of an assessment) by a Member or his occupant of a unit of any of the provisions of these Rules and Regulations, the Bylaws, the proprietary lease or the Florida Cooperative Act, the Corporation, by direction of its Directors, shall notify the Member of said breach by written notice, transmitted to the Member at his unit by certified mail or hand delivery. If such violation shall continue beyond a reasonable time frame or a

maximum period of thirty (30) days from the date of the notice, the Corporation shall have the right to treat such violation as an intentional, material breach of the Rules and Regulations, the Bylaws, the proprietary lease or the Act, and the Corporation shall in addition to the remedies provided in the Proprietary Lease, at its option have the following elections:

a. To commence an action in equity to enforce performance on the part of the Member; or

b. To commence an action at law to recover its damages; or

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

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

3. In the event of a violation by a Tenant or his occupant of a mobile home of any of the provisions of these Rules and Regulations, the Prospectus, Lot Rental Agreement or Chapter 723, Florida Statutes, the Corporation, by direction of its Directors, shall notify the Tenant of said breach, in accordance with the requirements of Chapter 723, and shall be entitled to exercise all remedies provided therein, including but not limited to eviction proceedings.

XV. GENERAL

If any provision of these Rules and Regulations be contrary to any law of any jurisdiction in which the Park is located, it shall not apply or be enforced. However, the other provisions of these Rules and Regulations shall not be affected and shall continue in full force and effect.

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