

# HOME AND LAND OWNERS COMMON AREA AGREEMENT

## TERRA MAR VILLAGE COMMON AREA RENTAL AGREEMENT

This Common Area Rental Agreement between Terra Mar Village, LLC (the "Community Owner") and \_\_\_\_\_, who if plural are joint and severally bound (the "Home Owner" as defined below) shall be effective as on or around \_\_\_\_\_ (**date of closing**) and shall remain in effect until Home Owner sells, divests, or conveys by any means Home Owner's property located within the Community to a "replacement" Home Owner, who has been approved in writing by Community Management for residency in the Community, and until the replacement Home Owner has signed a Common Area Rental Agreement with Community Owner, thereby canceling and replacing this Agreement, unless terminated earlier as provided in this Agreement.

The purpose of this Agreement is to describe the unique relationship that exists between two property owners: the Community Owner, defined as the entity which owns the real estate and common area improvements and facilities at Terra Mar Village, ("Common Areas") and the Home Owner, defined as the person or entity who owns a Home on a Lot, or Vacant Lot located in the Community. This Common Area Rental Agreement allows the Home Owner of the space known as **Lot** \_\_\_\_\_ ("Home") the use of Common Areas at Terra Mar Village subject to lawfully established rules and regulations. Nothing in this Agreement gives the Home Owner a property interest in any part of the Community Owner's real estate or personal property; nothing in this Agreement gives the Community Owner any property interest in the Home Owner's home and/or land.

Home Owner hereby acknowledges receipt of the Prospectus, approved by the State of Florida Department of Business and Professional Regulation ("DBPR") as of July 19, 2006, and any amendments thereto, and Home Owner agrees to be bound by the terms thereof, to the extent they are applicable, and not inconsistent with the terms hereof.

**A. OCCUPANCY:** Only the approved Residents of the Home may live in the community and utilize the Common Areas. The following individuals shall be the Residents of the Home for the purposes of this Common Area Rental Agreement. It shall be considered a material default of this Common Area Rental Agreement if, without written approval of Community Management, any person(s) other than those Residents listed below occupy the Home for more than 15 consecutive days or 30 total days per year, without written approval of Community Management:

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**B. COMMON AREA RENTAL AMOUNT:** Common Area Rental Amount shall include Base Rent, as well as other fees and charges consisting of Special Use Fees, Governmental and Utility Charges and Pass-through Charges as set forth in Section VIII of the Prospectus.

1. **BASE RENT.** In consideration of the right to use the Common Areas the Home Owner shall pay to the Community Owner in advance on the first day of every month a base rent of \$ \_\_\_\_\_, until further notice without any deduction or offset. Home Owner must pay by check, cashier's check, or money order. Community Owner reserves the right to refuse a personal check.

2. **OTHER FEES AND CHARGES:** Home Owner may also be billed separately, in addition to Base Rent, for the following fees and charges:

### **Special Use Fees:**

a. Returned Check Charge - \$ 35.00 . All checks not accepted and honored by the Banking Institutions on the first deposit will be charged a returned check fee.

b. Late Payment Fee - \$ 10.00 plus \$ 1.00 /per day that the rental amount remains past due. (Applicable only in the event Resident is delinquent with a monthly rental payment. All rental payments shall be due on the first day of each month and shall be deemed to be past due if not paid by the fifth day of each month.) Time is of the essence for each monthly payment of Common Area rental amount.

c. Garbage Disposal Charge - A garbage disposal charge of \$ Actual cost per event.

d. Sewage - Sewage Charges shall consist of the following:

(1) Basic Charge: A basic sewage charge of \$ n/a per month.

(2) Metered Charge: A metered sewage charge of \$ n/a gallons per month.

e. Water - Water Charges shall consist of the following:

(1) Basis Charge: A basic water charge of \$ n/a per month.

(2) Metered Charge: A metered sewage charge of \$ n/a gallons per month.

f. Use of Common Facility Fee - \$ 150.00 per special use (such as private party) of any common facility.

g. Storm Drainage Charge - A storm drainage charge of \$ Actual Cost as a Community wide pass on per month.

h. Additional Resident Fee – Additional Resident, and/or Lease Tenant, and/or “visitor,” and/or “guest,” charge of \$ 25.00 per month residing in the Home for more than 15 consecutive days or a total of thirty days per calendar year.

i. Common Area Clean-Up Charge - \$ 40.00 (per man hour). In the event that a Home Owner, or the Home Owner’s guests, tenants or invitees, leaves trash or debris on Common Areas, Home Owner shall be responsible for any cost of repairs, removal of debris, and clean up of Common Area.

j. Lawn Maintenance Fee – If a Home Owner fails to maintain Home Owner’s Lot, the Community Owner is hereby authorized to enter the property in order to maintain it, including mowing, edging, and trimming. The charge for the Community Owner to maintain a Home Owner’s property is \$ 150.00 for each required maintenance performed by the Community Owner. Additionally, the Home Owner is responsible for the actual cost and expense incurred for materials, labor, and equipment needed for any other required maintenance performed by the Community Owner due to the Home Owner’s failure or refusal to do so.

k. Grass Mowing Charge - \$ n/a per season.

l. Garbage Containment Fee - If it becomes necessary for the Community Owner to place the Home Owner’s garbage in proper containers because Home Owner fails to do so, there will be an additional charge of \$ 150.00 assessed to the Home Owner for each occurrence.

m. Application Fee – An application fee of \$ 40.00 per applicant and OR the current amount charged being charged at the time. This fee will be charged by the Community Owner as allowed by law, in qualifying a prospective Home Owner by the Community. If this fee is determined to be an entrance fee prohibited by Section 723.041, Florida Statutes, it will be refunded.

n. Pet Fee - A pet fee of \$ \$50 per pet application.

o. Pest Control Fee - A pest control fee of \$ Actual Cost per month incident.

p. Skirting and/or Mobile Home Cleanup Fee - A skirting area cleanup fee of \$ Actual Cost if Home Owner fails and/or refuses to keep the skirting area clean and free of debris or to keep the exterior of the mobile home clean.

q. Special Service Fee - A special service fee of \$ 40.00 per hour, but not less than \$ 100.00 per service call, for any repair, maintenance, or service (other than those specifically and separately mentioned herein) that is performed by the Community Owner, but which is the responsibility of the Home Owner.

r. Entrance Fee - \$ \_\_ n/a \_\_. An entrance fee is applicable to any mobile home placed in the Community. (This fee does not apply to the purchaser of a mobile home situated in the Community.)

s. Attorney's Fees - \$ Actual Cost (or as determined by the courts). Home Owner shall pay for all reasonable attorney's fees incurred by the Community Owner as the result of any action taken by the Community Owner against the Home Owner to collect delinquent rent, enforce the rental agreement, the rules and regulations, the prospectus, or deed restrictions, whether suit is brought or not, and whether such fees are incurred before or at trial or on appeal. As to any such action brought to enforce the provisions of Chapter 723, and/or any other applicable Florida Statutes, in which action the Community Owner is the prevailing party, the Community Owner shall be entitled to a reasonable attorney's fee to be paid by the Home Owner.

t. Large Item Trash Removal Charge - a minimum of \$ 250.00 plus Landfill Fees. A garbage and/or trash "removal" fee for items which are not collected as part of the normal garbage or waste removal services provided in the Community (i.e. refrigerators, large appliances, etc.) if the Home Owner fails and/or refuses to remove same.

u. Abandoned Property Storage Fee - \$ DOUBLE RENT + LIEN + 18% PER ANNUM.

v. Mail Box Fee - \$ Actual Cost.

w. Speeding Fee - \$ \$100 and/or actual TICKET from police.

x. Water Fee - \$ Actual Fine from County/City per incident of excess watering.

y. Damage to Property Fee - \$ Actual Cost plus 10% Administration Fee. Residents will be held financially responsible for damage to private or Community property caused by their family or guests.

z. Security Deposit - \_\_\_\_\_ (none if Blank).

aa. Recycling Fee - \$ Actual Cost.

bb. Damaged Home Removal Fee - \$ Actual Cost plus 10% Administration Fee.

**Governmental and Utility Charges.** These charges will be charged to the Home Owner (s) on a pro rata basis or on such other bases as may be implemented by the governmental authority imposing such charges. ("Pro rata basis" means that percentage derived by dividing the number of mobile home spaces leased or owned by a resident by the total number of occupied mobile home spaces in the Community.) The governmental and utility charges which may currently be charged to the Home Owner(s) are as follows:

a. Water charges or increases in same for usage of water in common areas;

b. Sewer charges or increases in same for usage of sewer service in common areas;

c. Waste disposal charges or increases in same;

d. "Taxes", which term includes ad valorem taxes and special or non-ad valorem assessments levied upon or assessed against the Community by any unit of government. If the method of property taxation prevailing on the delivery date of this Prospectus is changed so that taxes now levied or assessed on Community property are replaced partially or completely by a tax levied or assessed upon the Community Owner as a capital levy or otherwise or on or measured by Common Area rental amounts received by the Community Owner from the Community, or by any assessment other than any ad valorem tax, then such new or altered taxes shall be deemed included within the definition of "taxes";

e. "Pass-through charges" including the necessary and actual direct costs and impact or hook up fees for a governmentally mandated capital improvement, which may include the necessary and actual direct costs and impact or hook up fees incurred for capital improvements required for public or private regulated utilities. Pass-through charges shall be

charged to Home Owner's according to each owner's proportionate share.

f. Expenses created and charged to the Community Owner by any federal, state, regional or local governmental entity or utility company, including annual filing fee(s) and the Prospectus filing fee(s) as is required by Chapter 723, Florida Statutes and/ or any other Florida applicable laws, and any other non ad valorem assessments;

g. Special assessments or charges by any federal, state, regional or local government entity or utility company, including but not limited to filing fees and annual fees charged by the Division of Florida Land Sales, Condominiums, and Mobile Homes;

h. Replacement utility charges charged to the Community Owner or to the Home Owner's Common Area by any federal, state, regional or local governmental entity or utility company for service of a type or nature not available on the delivery date of this Prospectus in replacement or substitution, in whole or in part, of any utility or other service that is provided or is available to Community Home Owner(s) on the delivery date;

i. New utility charges charged to the Community Owner by any federal, state, regional or local governmental entity or utility company that become available for the beneficial use and enjoyment of the Community residents after the delivery date of this Prospectus;

j. Any presently unknown governmental or utility charges, as defined above, which are charged to the Community Owner in the future by any federal, state, regional or local government or utility company may be charged to Home Owner (s) in accordance with law.

k. Non-ad valorem assessments;

l. Costs (including interest based on Community Owner's then cost of borrowing) incurred by the Community Owner as a result of actions taken by federal, state, regional or local governmental entities or utility companies but not directly billed to the Community Owner by said federal, state, regional or local governmental entity or utility company. The Community Owner may recapture these types of costs by charging a lump sum assessment to the Home Owners, at the end of the term (see C. January 1<sup>st</sup> renewals) of the Community's Common Area Rental Agreement (Lease). These types of charges shall be charged to Home Owner (s) after providing notice as required by Chapter 723 and/or any other applicable Florida Statutes, to the Home Owner(s) on a pro rata basis as defined above and shall be limited to the amount of the increased costs or charges incurred by the Community Owner and any maintenance and administrative costs as permitted by Section 723.045, Florida Statutes, if applicable.

Certain of the above-mentioned government and utility charges and costs which are billed by either the federal, state, regional or local governmental entities or utility companies may be charged to the Home Owner(s) after providing notice as required by Chapter 723 and/or any other applicable Florida Statutes, at any time during the lease term. The amount of an increase in these charges shall be limited to the increased costs or charges billed to the Community Owner by the federal, state, regional or local governmental agency or utility company plus any maintenance and administrative costs relating to same as permitted by Section 723.045, Florida Statutes. For purposes of this prospectus, garbage collection is considered a utility.

The provision of this Paragraph B shall apply to all renewals of the Common Area Rental Agreement pursuant to the Provisions of Paragraph C hereof.

**C. JANUARY 1<sup>ST</sup> RENEWALS.** With a minimum of ninety (90) days written notice, Common Area Rent shall be subject to increases or decreases on January 1<sup>st</sup> of all following calendar years. The Common Area Rental Agreement shall automatically be renewed for any Homeowner that remains eligible and is not in default under this Agreement.

The Community Owner may also offer Home Owner other Common Area rental agreements with terms and conditions different that those set forth above.

**D. SERVICE PROVIDED BY THE COMMUNITY OWNER.** At the time of execution of this Common Area Rental Agreement, the following services are provided by the Community Owner as part of the Common Area rental amount: maintenance of the Community's common areas and use of the Community facilities; water, sewer and electric power for the Community street lights and common facilities (but not to each individual mobile home in the Community) and

storm drainage. Waste disposal is provided by Volusia County through Waste Management. Water and Sewer services are provided by City of Edgewater. These services will be billed separately and not included in Common Area Rental Amount.

**E. TERMINATION.** Community Owner may terminate or not renew this Agreement upon the Home Owner's failure to comply with this Agreement, the Community Prospectus, the Rules and Regulations, or Community Deed Restrictions subject to the termination provisions of Chapter 723, Florida Statutes to the extent applicable and/or other permitted and applicable Florida laws. Rents are due and payable regardless of removal of a mobile home from the Community. A Home Owner may not unilaterally terminate his or her obligations under this Agreement without Community Owner's written consent. The Home Owner agrees that the right to use the common areas is a valuable asset which must remain in effect for the Home Owner to assign and or sell such rights with their property as a feature of their property value on the open market.

**F. CONDEMNATION.** Condemnation of all or a substantial portion of Terra Mar Village shall be sufficient grounds for the unilateral termination of this Agreement by Community Owner; however, in such event, Community Owner shall notify the Home Owner in writing as required by law. No award for any partial or entire condemnation of the Community shall be apportioned, and the Home Owner hereby renounces any interest in any award resulting from a condemnation of all or part of the real property, improvements and business at Terra Mar Village. Community Owner renounces any interest in any relocation award or personal property compensation made to the Home Owner in connection with the condemnation or forced relocation of the Home Owner's home and its appurtenances by a government body, unless the Home Owner makes a claim against Community Owner for a relocation award or property compensation in connection with the displacement.

**G. RULES AND REGULATIONS.** The Home Owner agrees to abide by and conform to all applicable Rules and Regulations adopted by Community Owner and implemented in compliance with state law. THE HOME OWNER ACKNOWLEDGES THAT HE HAS READ, UNDERSTANDS, AND AGREES TO ABIDE BY THE RULES AND REGULATIONS PRIOR TO SIGNING THIS AGREEMENT. Community Owner may, at its discretion and in conformity with the law, amend the Rules and Regulations from time to time but shall specify the date of implementation of each such amendment, which date shall not be less than ninety (90) days after written notice to all affected residents in the Terra Mar Village and to the board of directors of the Home Owners' association, if one has been formed, or such shorter period as may be allowed by law.

**H. HOME OWNER CONDUCT AND OTHER GENERAL OBLIGATIONS.** Home Owner agrees that all occupants of his mobile home shall at all times conduct themselves with due regard for the personal and property rights of the other home owners of the Community and will refrain from doing or causing to be done any act or thing that would create a nuisance, which term shall include obstruction or interference with the person and property rights or other occupants of the Community or with the orderly and efficient operation of the Community. Home Owner further agrees that the occupants of his mobile home will keep and maintain the demised premises in good repair, comply with all municipal, county, state or federal laws, regulations or ordinances now or hereafter applicable, and upon termination of this Common Area Rental agreement, surrender the demised premises to the Community Owner in good order and condition.

**I. DAMAGE OF HOME AND HOME REMOVAL.** If the Home Owner's home or other improvements is destroyed or so damaged by fire or other cause as to be wholly or partially unfit for occupancy or use, whether the Home and or other improvements are still on the lot or have been removed from the Lot for any reason, the Home Owner shall continue to make all payments called for by the terms of this Agreement. However, if the home is damaged or destroyed, the Home Owner shall make the home or other improvement fit for occupancy or use and make it conform to the Rules and Regulations, or replace it, within sixty days of such destruction or damage, at his or her own expense. If the home or other improvement is destroyed or irreparably damaged, then it shall be removed within sixty days by the Home Owner, at his or her own expense. If the Home Owner fails to so remove it during this time frame, Community Owner may, with notice, remove it and charge the Home Owner for the cost plus a 10% administration fee, which sum shall be due and payable immediately.

**J. FIXTURES.** All structures, including fences, embedded in the ground, blacktop or concrete, shall be maintained in good repair and attractive condition by the Home Owner, under the terms of this agreement, the guidelines of the Community rules and regulations and Deed restrictions. If such items are damaged or removed by the Home Owner, then the Home Owner shall repair any damage caused as a result.

**K. ATTORNEY'S FEES AND COURT COSTS.** Should either Community Owner or the Home Owner be required to employ counsel to enforce the terms, conditions, or covenants of this Agreement, the prevailing party shall recover all reasonable attorney's fees and court costs incurred.

**L. SUCCESSORS TO COMMUNITY OWNER.** If Community Owner should sell its property at Terra Mar Village and assign its rights and obligations under this Agreement to the new Community Owner, the Home Owner shall honor such an assignment by recognizing the new Community Owner in Community Owner's place and by releasing the former Community Owner from all further obligation under this Agreement. The Home Owner shall and hereby does subordinate its interests, to the extent any interests exist under this Agreement, to the Community Owner's successors and to lenders who may be granted a security interest in Community Owner's property. The Home Owner empowers Community Owner and its successors as attorney-in-fact to execute all instruments necessary to accomplish such subordination.

**M. ASSIGNMENT AND SUBLETTING.** The Home Owner shall not assign its rights and obligations under this Common Area Rental Agreement, or any interest therein, and shall not sublet the leased premises to occupy or use the leased premises without the specific written consent of Community Owner. Any assignment or subletting without Community Owner's consent shall be void, and shall constitute a default by Home Owner under this Common Area Rental Agreement.

**N. SUCCESSORS TO THE HOME OWNER.** Upon Community Owner's prior approval of the buyer, which approval shall not be unreasonably withheld, the buyer will be offered a new common area rental agreement at the rates and on the terms then established for new residents. Home Owner is responsible for delivering to the buyer Home Owner's prospectus, Common Area rental agreement, rules and regulations, current notices of change in rules and regulations, and Deed Restrictions. Occupancy of the buyer shall not be deemed to have commenced until delivery of the Common Area rental agreement, prospectus, current rules and regulations, current notices of change in rules and regulations, and Deed Restrictions to the buyer by the seller or, in the event the seller fails to do so, by the Community Owner. Under no circumstances shall a buyer or those persons who will live with the buyer move into the mobile home he will buy or already has bought until (a) he and all persons who are to live in the mobile home have been approved by Community management to become Residents; and (b) he and all persons who are to live in the mobile home have assumed this lease by fully executing or otherwise identifying themselves as a resident on an identical Common Area Rental Agreement covering the balance of the calendar year of this Common Area Rental Agreement, or (c) sign a new Common Area Rental Agreement with the then current rates and terms.

Prior to approval of any potential purchaser, Community Management must be notified of the name of all persons who will live with the purchaser, and the current address, phone number, job references, and any other reasonable information requested by Community Management with respect to all persons who will live in the mobile home following its sale to the potential purchaser. Within ten (10) days of receipt of all the requested information, Community Management shall give the Home Owner notice of whether the potential purchaser and all persons who will live with that purchaser have been approved as being qualified to become Home Owners. Approval shall not be unreasonably withheld.

**O. STATUTORY PROVISIONS.** The relationship between the Home Owner and Community Owner shall be subject to, and the parties have the rights and obligations provided in Chapters 713, 720 and 723, Florida statutes, and any other applicable Florida laws as they may apply to subdivision owners, rental park owners, common area owners, home and/or land owners in a mobile home subdivision, and mobile home owners within a mobile home rental park.

**P. WAIVER.** The waiver by either party of any default of the other party or the acceptance by Community Owner of payment with knowledge of any default of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of any subsequent or

further breach of any term, covenant or condition of this Agreement. The failure by either party to take any action in respect to any default of any term, covenant or condition shall not be deemed to be a waiver of such default or any other or further default(s) and the parties reserve the right to pursue their remedies in full at any time.

**Q. SAVINGS CLAUSE.** Each provision of this Agreement is separate and distinct and individually enforceable. In the event any provision is declared to be unlawful, the enforceability of all the other provisions shall not be affected.

**R. EVICTION.** The Community Owner may evict from it's own property (the common areas) a Home Owner, tenant, occupant, or a mobile home on one or more of the grounds set forth in Section 723, Florida Statutes or any other applicable Florida Statutes, including but not limited to the failure to perform any obligation created by this Rental Agreement.

#### **S. ABANDONMENT.**

1. In the event that the Home Owner abandons the Home Owner's property and leaves the Home Owner's mobile home, automobile(s) or other personal property on the Community Owners property, the Home Owner hereby contracts and hires Community Owner for the storage of such property immediately upon such abandonment. Home Owner further agrees that Community Owner may charge storage fees for such property in an amount equal to all sums due by Home Owner to Community Owner under the amount of monthly rental payable under this Rental Agreement. Home Owner further agrees to pay, as an additional storage fee, any costs incurred by Community Owner in the removal of Home Owner's mobile home and/or personal property from the Home Owner's Premises or the Community.

2. Home Owner expressly agrees and recognizes that any storage fees imposed by virtue of the foregoing paragraph shall become a lien on the property of the Home Owner so stored and that Community Owner shall have all the rights provided by law.

3. Abandonment shall be effectuated by the Home Owner upon the existence of any of the following circumstances.

a. Notification by Home Owner to Community Owner of Home Owner's intent to abandon the Home Owner's Property combined with the Home Owner's absence from the Home Owner's Premises for a period of five (5) days, or

b. Failure of the Home Owner to occupy the Home Owner's premises for a period of thirty (30) days combined with the failure of Home Owner to pay rent due during such period of non-occupancy.

4. In the event the Rental Agreement is terminated by Community Owner and Home Owner refuses to remove the Home Owner's Property after being given notice of termination as provided by law, Home Owner hereby contracts with and hires Community Owner for the removal and/or storage of Home Owner's mobile home, automobile(s) and other personal property located on the Community Owner's Property. Home Owner further agrees that Community Owner may charge as fees for storage of such property an amount equal to all sums due by Home Owner to Community Owner under this Rental Agreement as of the date of termination plus an additional monthly storage fee not to exceed the amount of monthly rent payable under this Rental Agreement (double rent). Home Owner further agrees to pay, as an additional storage fee, any costs incurred by Community Owner in removal of Home Owner's mobile home and/or other property from the Community Owner's Premises. All sums owed are subject to Community Owner's rights to enforce a lien pursuant to Florida statute.

5. Home Owner expressly agrees and recognizes that any storage fees, imposed by virtue hereof shall become a lien on the real or personal property of Home Owner so stored and the Community Owner shall have all rights provided by law.

#### **T. MISCELLANEOUS**

1. The Home Owner shall promptly execute and comply with all statutes, ordinances, rules, order, regulations and requirements of the federal, state, regional and local governments, and of any and all their departments and bureaus applicable to said Premises, for the correction, prevention and abatement of nuisances or other grievances, in, upon, or connected with said

Property during said term.

2. The prompt payment of the Common Area rental upon the dates named, and the faithful observance of the Community Rules and Regulations, the Prospectus, and Deed restrictions are made a part of this Common Area rental agreement by reference hereto, and of such other and further Rules and Regulations as may be hereafter made by the Community Owner, are the conditions upon which the Common Area Rental Agreement is made and accepted. Resident agrees that as a condition of this Common Area Rental Agreement, the Community has a lien against Resident's home and Real Property and the lien may be perfected by Community Owner's securing possession of that property.

3. It is expressly agreed and understood by and between the parties to this Common Area Rental Agreement, that the Community Owner shall not be liable for any damages or injury by water, or by defect or failure by any concrete structure, which may be sustained by the Home Owner or other persons or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other home owner or agents, or employees, or by reason of the breakage, leakage, or obstruction of the water, sewer or soil pipes, or other leakage in or about the premises. The Home Owner shall indemnify and hold the Community Owner harmless from any claims arising out of injury to persons, property, or any belongings within such property, where such injury has been caused by the Home Owners property or belongings therein or by the Home Owner or his/her guests, agents, licensees, or invitees. The Home Owner is required to maintain insurance coverage on his/her real and personal property at all times.

4. All of the Community Owner's rights and remedies are cumulative and not in lieu of each other, and the failure of the Community Owner to exercise any right or remedy shall not operate to forfeit such right or remedy in the future or any other rights or remedies of the Community Owner at any time. Forbearance by the Community Owner to enforce one or more of its rights or remedies shall not be deemed to constitute a waiver of any default of Home Owner, Resident, Tenant, Guest or Invitee, nor operate to permit the repetition or continuation of such default.

5. Home Owner acknowledges that all Community-owned streets, thoroughfares, parks and recreation facilities, remain the private property of the Community Owner to be used by Home Owner in common with other home owners of the Community, subject to the Policies and Regulations established by the Community Owner from time to time.

6. If title or deed or possession of Home Owner's mobile home or land located in the Community is sold, assigned, gifted, conveyed, transferred, etc., other than as set forth herein, voluntarily or involuntarily, or by operation of law, or should any creditor or creditors of Home Owner or any Receiver or Trustee, on behalf of any such creditor or creditors, or any other person or persons, by levy, attachment or other proceeding, or by operation of law, obtain title or deed to, or the possession of said mobile home or land, the new Home Owner must qualify as a resident pursuant to the conditions set forth in this agreement and the Community rules and regulations. If such approval is not obtained, the new home owner will be subject to eviction.

7. Home Owner agrees to permit Community Owner or its agents, at any reasonable time, to enter the leased or owned premises for the purposes of making repairs, routine maintenance, replacement of utilities, or protection of the Community.

8. Home Owner agrees not to hold the Community Owner responsible for any delay in the installation of electricity, water, or meters therefore, or interruption in the use and services of any such commodities.

9. Home Owner agrees not the use Home Owner's Property, or any part thereof, or to permit the same to be used, for any illegal or improper purposes; not to make, or to permit to be made any disturbance, noise or annoyance whatsoever detrimental to the Community or to the comfort and peace of the inhabitants of the vicinity of their premises or the demised premises.

10. This Common Area Rental Agreement shall bind the Community Owner and its assigns or successor, and the heirs, administrators, legal representatives, executors or successors as the case may be, of the Home Owner.

11. Home Owner acknowledges that he has read and understands and agrees to abide

by the foregoing, and that Home Owner was offered the foregoing Lease prior to occupancy. Home Owner further acknowledges that Home Owner has read and understands the Prospectus for Terra Mar Village, Rules and Regulations, and Deed Restrictions prior to execution hereof.

12. All terms utilized in this Common Area Rental Agreement shall have the same definitions and meanings as contained in the Prospectus for Terra Mar Village if contained therein. Words of the masculine gender include the feminine; words in the singular include the plural and words in the plural include the singular.

**U. ENTIRE AGREEMENT.** This Common Area Rental Agreement including the Prospectus to which this rental Agreement refers, the Community Rules and Regulations and any future changes to the Community Rules and Regulations as allowed by law, and the Community Deed Restrictions, contains the entire Agreement between Community Owner and Home Owner, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever, between Community Owner and Home Owner. Any changes or additions to this Common Area Rental Agreement must be made in writing and executed by the parties hereto.

**V. RESIDENT ACKNOWLEDGMENT OF UNDERSTANDING:** This Common Area Rental Agreement including the Prospectus to which this rental Agreement refers, the Community Rules and Regulations and any future changes to the Community Rules and Regulations as allowed by law, and the Community Deed Restrictions are all specifically incorporated into this Rental Agreement by reference hereof. Home Owner hereby acknowledges that he has had a reasonable opportunity to read the foregoing prior to executing this Common Area Rental Agreement and by signing this Common Area Rental Agreement he irrevocably agrees for himself and for all other persons listed herein, including any approved tenants and his other guests and invitees to fully abide by and be bound by the above.

**IN WITNESS WHEREOF,** the parties hereto have hereunto executed this instrument for the purpose herein expressed the day and year above written.

TERRA MAR VILLAGE, LLC

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

\_\_\_\_\_  
HOME LOT OWNER - SIGN

\_\_\_\_\_  
HOME LOT OWNER- PRINT    DATE

\_\_\_\_\_  
HOME LOT OWNER – SIGN

\_\_\_\_\_  
HOME LOT OWNER – PRINT    DATE

NOTE: ALL PERSONS WHO ARE GOING TO RESIDE IN THE HOME MUST BE APPROVED IN WRITING BY MANAGEMENT

## **USER FEE AGREEMENTS**

**STORAGE USER FEE AGREEMENT**

This Agreement entered into on the date the Homeowner takes title to their home, which is **on or around** \_\_\_\_\_, between Terra Mar Village, LLC and **Lot** \_\_\_\_\_ owned by \_\_\_\_\_, who are joint and severally bound if plural (hereinafter "Homeowner(s)") indicates Homeowner's acceptance of the below-indicated storage services provided by Terra Mar Village, LLC, if space is available and utilized Homeowner(s). This Agreement is for a period of twelve months from the date of execution hereof (hereinafter the "contract year").

- a. Boat Slips at \$ NOT AVAILABLE per day
- b. Boat Storage at \$ 2.50 x length = \_\_\_\_\_ per month
- c. RV Storage at \$ 2.50 x length = \_\_\_\_\_ per month
- d. Automobile/Machinery/Other Storage at MINIMUM \$25 OR \$ 2.50 x length = \_\_\_\_\_ per month whichever is HIGHER.

HOMEOWNER MUST PROVIDE MANAGEMENT WITH A VALID AND CURRENT COPY OF TITLE OR REGISTRATION AND CURRENT INSURANCE CERTIFICATE AS A CONDITION FOR STORAGE.

Terra Mar Village shall provide at least 30 days written notice prior to the implementation of any increase in the amount of any of the fees specified in this Agreement. Increases in the amount of the fees for any of these services shall be implemented, in the sole discretion of Community Management, based on the prevailing market.

Terra Mar Village shall have the right to cancel this Agreement at any time upon 30 days written notice to the Homeowner. This Agreement shall automatically renew unless prior written notice of termination herein is given by either party within 30 days of the end of the current contract year.

This Agreement is binding on any successor to Homeowner including Homeowner's heirs, assigns or purchasers of Homeowner's mobile home and or lot. Nonetheless, such a successor may terminate this Agreement upon full payment for storage services rendered as of the date of written notice of termination being provided to Community Management.

The Homeowner will be billed for the above-described service(s) along with the monthly billing for Common Area rental amount, and payment is due at the same time as is the monthly Common Area rental amount.

This agreement is AT WILL with NO WARRANTIES OR GUARANTEES said or implied. Homeowner should maintain insurance in case of criminal activity, vandalism, weather, natural disaster, or any other loss. Holdover and abandoned property subject to DOUBLE RENT, liens, attorney and court fees, plus 18% interest per annum, or any other just relief as allowed by Florida law. The terms and conditions of the Community Prospectus, Rules and Regulations, Deed Restrictions, and all applicable Florida Statutes are incorporated by reference hereof.

**IN WITNESS WHEREOF**, the parties hereto have hereunto executed this instrument for the purpose herein expressed the day and year above written.

Terra Mar Village, LLC:

\_\_\_\_\_  
HOME LOT OWNER - SIGN

\_\_\_\_\_  
MANAGER

\_\_\_\_\_  
HOME LOT OWNER- PRINT Date

\_\_\_\_\_  
HOME LOT OWNER - SIGN

\_\_\_\_\_  
HOME LOT OWNER- PRINT Date