

**MASTER FORM OF
RIGHT OF EXCLUSIVE POSSESSION AGREEMENT**

The RIGHT OF EXCLUSIVE POSSESSION AGREEMENT is hereby granted to any Shareholder who shall have properly executed an Individual Right of Exclusive Possession Agreement which shall be subject to the terms and conditions of this Master Form of Right of Exclusive Possession Agreement. All Shareholders of CLUB CHALET COOPERATIVE ASSOCIATION, INC. who have executed an Individual Right of Exclusive Possession Agreement and have been issued a share of stock in Club Chalet Cooperative Association, Inc. shall continue to be entitled to all rights of possession therein granted subject to this Master Form of Right of Exclusive Possession Agreement, which shall be deemed to have amended such individual rights of possession should any conflict with the terms of the individual right of possession exist, and any current amendments to the Articles of Incorporation, Bylaws, and Rules and Regulations.

In this Agreement, CLUB CHALET COOPERATIVE ASSOCIATION, INC., a Florida corporation, shall be referred to as the "CORPORATION" and the individual(s) executing an Individual Right of Exclusive Possession Agreement or who has/have previously executed an Individual Right of Exclusive Possession Agreement, shall be referred to as "SHAREHOLDER".

RECITALS

WHEREAS, Corporation is the fee simple owner of the real property commonly known and operated as Club Chalet, 7880 54th Avenue North, St. Petersburg, Florida; and

WHEREAS, on or about January 1, 1986, Corporation converted and submitted Club Chalet to a cooperative form of ownership pursuant to the provisions of Chapters 719 and 723, Florida Statutes; and

WHEREAS, any Individual Right of Exclusive Possession Agreement executed either prior to or before the execution of this Master Form of Right of Exclusive Possession Agreement is documentary evidence of exclusive possession, as required by Chapter 719, Florida Statutes; and

WHEREAS, due to a change by the Legislature of the State of Florida of Chapter 719, Florida Statutes, a Master Form of Right of Exclusive Possession Agreement must be recorded in the County in which the cooperative corporation holds title to its real property, known as Club Chalet, 7880 54th Avenue North, St. Petersburg, Florida; and

WHEREAS, this Master Form of Right of Exclusive Possession Agreement is intended to establish of recorded record the rights of any Shareholder who has/have executed an individual Right of Exclusive Possession Agreement, which as of March 23, 1992 must be recorded in the official records of Pinellas County, Florida.

NOW, THEREFORE, in consideration of the premises:

Revised 12/10/99 unless otherwise noted.

**REVISION
NOV 2014**

ARTICLE I
DEFINITIONS

1. "ASSOCIATION" refers to Club Chalet Cooperative Association, Inc., a for-profit Corporation currently operating Club Chalet, situated at 7880 54th Avenue, North, Pinellas County, Florida 33709, as a cooperative under the provisions of Chapter 719, Florida Statutes.

Club Chalet is an established residential cooperative community of manufactured homes and other structured domiciles, situated on common ground with approximate geographical guidelines to determine the section, area and location of a resident domicile, and governed by the Master Form of Right of Exclusive Possession Agreement and its Recitals, Individual Right of Exclusive Possession Agreement, Bylaws, and Rules and Regulations of the Association.

2. "BOARD" means the Board of Directors of the Association.

3. "COMMITTEE" means a group of board members, unit owners, or board members and unit owners appointed by the board or a member of the board to make recommendations to the board or to take action on behalf of the board.

4. "COMMON AREAS" is that portion of cooperative property owned by Club Chalet which is not included within the units; including, but not limited to: swimming pool, shuffleboard courts, paved streets and roadways, Cy Warner Hall, laundry and storage facilities and contents therein, and all other cooperative-owned amenities, in accordance with and subject to the Master Form of Right of Exclusive Possession Agreement and its Recitals, Individual Right of Exclusive Possession Agreement, Bylaws, and Rules and Regulations of the Association.

5. "HOME SITE" means that portion of common ground, including the driveway, designated exclusively for the Shareholder's use and location of a Shareholder's manufactured home as stipulated in this Master Form and the Individual Right of Exclusive Possession Agreement.

6. "MEMBER" means a unit owner or a Director of the Corporation.

7. "PARK" means Club Chalet.

8. "PARKING AND STORAGE AREAS" means common ground approved and designated by the Board for exclusive use of recreational vehicle parking and temporary storage of motor vehicles with current registration, subject to the Master Form of Right of Exclusive Possession Agreement and its Recitals, Individual Right of Exclusive Possession Agreement, Bylaws, and Rules and Regulations of the Association.

9. "PETS" means those domestic animals commonly and traditionally considered to be house pets, i.e., dogs, cats, tropical fish, parakeets, parrots, etc.

REVISION

10. "QUORUM" means, unless otherwise provided in the Bylaws, the percentage of voting interests required to constitute a quorum at a meeting of the members shall be the majority of voting interests.

11. "SHAREHOLDER" or "SHARE OWNER" refers to the person(s) legally registered; issued and in possession of one (1) share of the cooperative Association and subject to the Master Form of Right of Exclusive Possession Agreement and its Recitals, Individual Right of Exclusive Possession Agreement, Bylaws, and Rules and Regulations of the Association.

12. "UNIT" means that portion of the cooperative property including, but not limited to, all "earth land" beneath the units and residences, registered and entered into the County records where title was conveyed as specified in the cooperative documents, in accordance with and subject to the Master Form of Right of Exclusive Possession Agreement and its Recitals, Individual Right of Exclusive Possession Agreement, Bylaws, and Rules and Regulations of the Association.

13. "UNIT OWNER" means the person(s) who is/are legally registered and holding a single (one) share in the Cooperative Association and a lease or other muniment (document that serves to defend title to property) of title or possession of a "unit", or "earth land", that is granted by the Association as the owner of cooperative property, in accordance with and subject to the Master Form of Right of Exclusive Possession Agreement and its Recitals, Individual Right of Exclusive Possession Agreement, Bylaws, and Rules and Regulations of the Association.

ARTICLE II

1. **DEMISED PREMISES: TERM** Corporation hereby grants to Shareholder and Shareholder accepts from Corporation, subject to the terms and conditions hereof, the exclusive possession of the unit, more particularly described in the Individual Right of Exclusive Possession Agreement executed by the Corporation and Shareholder, in Club Chalet for as long as he/she is owner of a share of corporate stock unless sooner terminated as herein provided.

2. **INSPECTION AND ACCEPTANCE OF UNITS AND COMMON AREAS:** Shareholder has inspected the unit and common property and will be deemed to have accepted the unit in its present condition upon the execution of the Shareholder's Individual Right of Exclusive Possession Agreement.

3. **INDEMNITY:** Shareholder shall indemnify Corporation and hold it harmless from all liability, loss, damage and expense arising from:

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

B. Any failure of the Shareholder to comply with any provision of this agreement;

C. The negligence of Shareholder and his/her/their guests, agents, contractors or employees or any of them;

D. Shareholders or their guests' use of Park property or the use permitted to be done by them in or about Park property;

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

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

G. Any damage caused by default of this Agreement by Shareholder; and

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

4. **ASSESSMENTS:** The unit owner shall be liable for all assessments when due while he/she is in exclusive possession of the unit, without any deduction or action or any set-off or claim which Shareholder may have against Corporation.

The Corporation shall have a lien on each cooperative unit for any unpaid assessments and late fees, plus interest, and against the Shareholder of the unit, which shall include reasonable attorney's fees incurred by Corporation incident to the collecting of the assessment or enforcement of the lien. Interest of one and one-half percent (1.5%) per month plus an administrative late fee of ten dollars (\$10.00), or other amount not to exceed five percent (5%) of the assessment, for each delinquent installment that the payment is late will be levied. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment with the oldest balance due first. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

5. **UTILITIES:** Corporation is responsible for supplying and maintaining the lines for ELECTRICITY, WATER AND MAIN SEWER LINE TO THE UNITS. Shareholder is responsible for the maintenance, repair, and/or replacement of the (1) electric lines on the homesite of the meter including the main circuit breaker, but excluding the meter; (2) gas lines on the homesite of the meter excluding the meter; (3) water lines on the homesite of the outside valve, including the valve; (4) sewer line from home to Park's main collector line, including unclogging of the line.

6. **CORPORATION IMMUNITIES:** The Corporation shall not be liable, except by reason of Corporation's negligence, for any failure or insufficiency of water supply, electric current, gas, telephone, or other services to be supplied by the Corporation or for interference with light, air, view or other interests of the Shareholder. 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, curtailing any service agreed to be furnished by the Corporation, due to accidents, alterations or repairs; or to difficulty or delay in securing supplies or labor or other cause beyond Corporation's control, unless due to Corporation's negligence.

Automobiles and other Property - The Corporation shall not be responsible for any damage to any automobile or other vehicle left at Shareholder's unit or in common areas or in the care of any employee of the Corporation by the Shareholder, and the Shareholder hereby agrees to hold the Corporation 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. The Corporation shall not be responsible for any property left with or entrusted to any employee of the Corporation, or for the loss of or damage to any property within or without the unit by theft or otherwise.

7. MAINTENANCE, GROUNDS AND IMPROVEMENTS:

A. Corporation is responsible for keeping (1) corporate property neat and in good repair, including buildings and machinery; (2) Mowing of the grass of the common areas and the lawns of the units; (3) Edging of the streets and unit driveways to carport.

B. Shareholder is responsible for keeping his/her unit in a neat, good-appearing condition throughout the year.

8. INSURANCE: Corporation shall procure sufficient multi-peril insurance on the common areas and upon the physical improvements in the park. Corporation shall also obtain liability insurance on the premises which shall insure against loss as a result of personal injury occurring in/or on common areas, including the buildings. Shareholder is responsible for insuring his/her allocated unit of land and home in like manner. In addition, Corporation shall purchase officer and director liability insurance, such other insurance as required by applicable law and such insurance as the Board shall deem advisable.

9. USE OF PREMISES:

A. Shareholder is not permitted to use the land for which this right of Exclusive Possession is given, for any purpose other than the location of a residential private dwelling. Current rules concerning the conduct and responsibilities of the owner and/or guests are contained in the Corporation Rules and Regulations which are made a part of this Agreement as described in Paragraph 27.

B. Shareholder shall have the right of joint use and enjoyment in common with other Shareholders of the common areas and the property of the Corporation not specifically granted to other lessees, except as it may be limited or restricted by this Agreement or by the Bylaws and Rules and Regulations of the Corporation. Shareholder's use of common areas and property shall not encroach upon the rights of other Shareholders.

10. ALTERATIONS TO UNIT:

A. The Shareholder shall not, without first obtaining the written consent of the Corporation, alter in any way the unit, or add to the manufactured home presently located upon the home site or any of its fixtures or appurtenances. The Shareholder shall not change the color of the manufactured home located on the premises, or substantially alter its outward appearance without first having obtained written approval thereof from the Board of Directors of Club Chalet Cooperative Association, Inc., as more particularly described in the current Corporation Rules and Regulations.

B. Corporation is not responsible for any damage caused by the maintenance crew on any sprinkler installations or plantings installed by Shareholder.

C. Further, the shareholder making or causing to be made any additions, alterations or improvements to the unit or manufactured home as contemplated herein agrees, and shall be deemed to have agreed, for such Shareholder, and such Shareholder's heirs, personal representatives, successors and assigns, as appropriate, to hold the Association and all other unit owners and shareholders harmless from and to indemnify them for any liability or damage to the common elements, units or manufactured homes and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation or construction thereof as may be required by the Association. See also Article II, Paragraph 3, Indemnity, or this Master Form.

Adopted 03/04/2011

11. **MECHANIC'S LIEN:** No Shareholder shall have the right to cause the Corporation's interest in the land to become subject to a mechanic's lien under the law of Florida, and should a mechanic's lien be filed against the land, then the Shareholder shall forthwith cause the lien to be discharged by payment, removal to security, or otherwise, and if the Shareholder shall fail to do so within ten (10) days after notice from the Corporation, then the Corporation may cause the lien to be discharged by payment, removal to security, or otherwise, and if the Shareholder shall fail to do so within ten (10) days after notice from the Corporation, then the Corporation may cause the lien to be discharged by payment, without investigation as to the validity or to any effect or defense and shall have the right to collect as additional assessment, all amounts paid and all costs and expenses paid or incurred in connection therein, including reasonable attorney's fees, if any, together with interest thereon from the time due to the time of payment at the maximum rate allowed by law.

12. **ASSIGNMENT OR TRANSFER OF AGREEMENT:** This Agreement is appurtenant to the Stock Certificate representing the share of stock owned by Shareholder and therefore is Restricted. The transfer of the stock is governed by the current Bylaws of the Corporation.

13. **RENTAL OF HOME:** The rental of a home or any part thereof is prohibited.

14. **REIMBURSEMENT OF CORPORATION'S EXPENSES:** If Shareholder shall at any time be in default hereunder and Corporation shall incur any expense (whether paid or not) in performing acts which the Shareholder 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 Shareholder, the expense thereof to the Corporation, including reasonable attorney's fees and disbursements, appellate fees and costs, if any, shall be paid by Shareholder to Corporation.

15. WAIVERS: The failure of Corporation to insist, in any one or more instances, upon a strict performance of any of the provisions of this Agreement, or to exercise any right or option herein contained, or to serve any notice, or to institute any action or proceeding, shall not be construed as a waiver, or a relinquishment for the future, of any such provision, options or rights, but such provisions, options or rights shall continue and remain in full force and effect. The receipt by Corporation of assessments, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Corporation of any provision hereof shall be deemed to have been made unless in writing expressly approved by the Board of Directors of the Corporation.

16. EFFECT OF PARTIAL INVALIDITY: If any clause or provision in this Agreement be adjudged invalid, the same shall not affect the validity of any other clause or provision of this Agreement, or constitute any cause of action in favor of either party against the other.

17. UNIT BOUNDARIES:

A. This being a Residential Cooperative Corporation which owns all of the property, and each share represents one one-hundred thirty-eighth (1/138th) of the whole, there are no specific boundary lines. The boundary for each homesite is accepted as being halfway between the homes.

B. Should any dispute arise over the location of any boundary of a unit, the Board of Directors of the Corporation shall determine such boundary by a majority vote of a quorum of the Directors, which determination shall be final and binding upon the Shareholder.

C. New units or frontal additions to present units must have a setback of fifteen (15) feet from the street and be a minimum distance of ten (10) feet from the outside walls of neighboring units and at least five (5) feet from the imaginary center line of the utility easement. Where there is no neighboring unit, the boundary shall be presumed to be five (5) feet from the outside wall of the home. The distance between homes is to be measured from outside wall to outside wall. Where there is a carport, the distance is to be measured from the outside surface of the support post of the carport roof. No roof line may extend beyond the roof line of other homes. When a structure such as a landing, stairs, or porch extends beyond the outside wall of the home, the distance is to be measured from the outside surface of that structure. Other setback requirements may be set forth in the Rules and Regulations.

18. QUIET ENJOYMENT AND POSSESSION:

A. Shareholder shall, upon execution of this Agreement, and until termination thereof, quietly have, and enjoy the unit without any interference from Corporation, except the right of access for maintenance purposes as specified in Section 719.104 (1), Florida Statutes.

B. Shareholder shall have the right of joint use and enjoyment in common with other Shareholders of the common areas and the property of the Corporation not specifically granted to other Shareholders, except as it may be limited or restricted by this Agreement or by the Bylaws and Rules and Regulations of the Corporation. Shareholder's use of common areas and property shall not encroach upon the rights of other Shareholders.

19. **AGREEMENT SUBORDINATE TO MORTGAGES:** This Agreement is and shall be subordinate to all present mortgages of record encumbering the cooperative property at or prior to execution of the Individual Right of Exclusive Possession Agreement, and to any and all extensions, modifications, consolidations, renewals, refinances, future advances and replacements thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any such mortgagee. In confirmation of such subordination the Shareholder shall at any time, and from time to time, on demand, execute any instruments that may be required by any mortgagee for the purpose of more formally subjecting this Agreement to the lien of any such mortgage or mortgages and the duly elected officers, for the time being, of the Corporation are and each of them is hereby irrevocably appointed the attorney-in-fact and agent of the Shareholder to execute the same upon such demand, and the Shareholder hereby ratifies any such instrument executed by virtue of the power of attorney hereby given.

20. **TERMINATION OF RIGHT OF POSSESSION BY CORPORATION:** If upon, or at any time after, the happening of any of the events named in this section, Corporation shall give Shareholder a notice stating that this Agreement will expire on a date at least five (5) days thereafter, and the date so stated will have the same meaning as if it were the date definitely fixed for expiration of the term, and all rights of the Shareholder in this Agreement shall terminate. Corporation shall then have the right to proceed with whatever litigation is necessary for eviction, repossession and reentry. No liability whatsoever shall attach to Corporation by reason of the exercise of these rights. Any payment required under this Agreement that the Shareholder fails to make bears interest at the highest rate allowed by law from the due date until paid. Reasons for termination of the exclusive right of possession of any unit under this section are:

- A. Shareholder's default in payment of any assessments, payment on notes, or any funds due Corporation, if default has continued longer than thirty (30) days.
- B. Violation of any of the covenants of this Agreement, Bylaws, or Rules and Regulations.
- C. Bankruptcy of Shareholder.
- D. Shareholder's conviction of a felony.
- E. If at any time Corporation shall determine upon the affirmative vote of two-thirds (2/3rds) of its then Board of Directors, at a meeting duly called for that purpose, that because of objectionable use of the unit, in a manner violating this Agreement, and pertinent documents, the residency of the Shareholder is undesirable.

21. **CORPORATION'S RIGHTS AFTER SHAREHOLDER'S DEFAULT:** In the event Corporation resumes possession of unit by any legal means, Shareholder is still liable for payment of money previously owed Corporation, and Shareholder must surrender the stock certificate held by

Shareholder in Corporation. When the share of stock has been resold, all costs, attorney's fees, including back payments due Corporation will be subtracted from the proceeds of the sale and the balance, if any, remitted to the dispossessed individual.

22. CORPORATION'S ADDITIONAL REMEDIES: In the event of a breach or threatened or anticipated breach by Shareholder of any provision hereof, Corporation shall have the right of injunction and the right to invoke any remedy at law or in equity, and the election of one or more remedies shall not preclude Corporation from any other remedy. All remedies of Corporation are cumulative to each other and any other remedies granted by law. The Corporation shall be entitled to recover reasonable attorneys' fees and all costs incurred, at trial and for any appeal, as prevailing party in any enforcement, eviction or collection action. In addition, the Corporation shall be entitled to recover any non-litigation or pre-litigation fees incurred as a result of hiring legal counsel to enforce the Documents, when the matter is resolved without court or arbitration action. Such fees shall be an assessment against the cooperative unit which was involved in the violation, and shall be collected in the same manner as any other assessment, as provided elsewhere in this Agreement. **Revised 03/15/2002**

23. WAIVER OF RIGHT OF REDEMPTION: The Shareholder hereby expressly waives any and all right of redemption in case the Shareholder shall be dispossessed by judgment or warrant of any Court of competent jurisdiction.

24. DEATH OF RESIDENT: Shareholder's agreements and stock in the Corporation may be held jointly with right of survivorship. However, in the case of the death of a Shareholder holding sole ownership of an Individual Right of Exclusive Possession Agreement, the surviving spouse, if any, and if no surviving spouse, the other member or members of such owner's family residing with the owner at the time of his death, may continue to occupy the unit providing they meet the residency requirement of the then current Rule or Regulation of the Corporation; and if such surviving spouse or other surviving members of the decedent owner's family shall have succeeded to the 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 the unit to some designated person or persons other than a surviving spouse or members of his/her 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 Directors within thirty (30) days from the date the Corporation 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 of the unit pursuant to current Corporation Rules. If the Directors consent, using current Corporation Rules, ownership of the unit shall be transferred by proper assignment of the Individual Right of Exclusive Possession Agreement and the corresponding stock certificate shall be cancelled and reissued to the person or persons receiving approval, who thereupon shall become Shareholder(s) of the Corporation subject to the provisions of this Agreement and the Bylaws and Articles of Incorporation of the Corporation. In the event the Directors of the Corporation shall refuse to consent utilizing current Corporation Rules, then the individual or individuals inheriting the unit and corresponding share of stock shall place such unit and share of stock up for sale or otherwise follow the existing Rules and Regulations of the Corporation concerning such matters.

25. ADDITIONAL RIGHTS OF BOTH PARTIES: Other than as set forth herein, Corporation and Shareholder shall each have any and all rights granted to them in Chapter 719, Florida Statutes, including but not limited to the rights of arbitration.

26. **NOTICE TO CORPORATION OF DEFAULT:** The Unit Owner may not institute an action or proceeding against the Corporation or defend, or make a counterclaim in any action by the Corporation related to the Unit Owner's failure to pay maintenance fees, common expenses or assessments if such action, defense or counterclaim is based upon the Corporation's failure to comply with its obligations under this Agreement or any law, ordinance or governmental regulation, unless such failure shall have continued for thirty (30) days after the Shareholder has given written notice of the default to the Corporation.

27. **PROVISIONS OF ARTICLES OF INCORPORATION, BYLAWS, RULES AND REGULATIONS:**

A. This Agreement is subject to, and Corporation and Shareholder shall abide by, the provisions of the Articles of Incorporation, by Bylaws, and the current Rules and Regulations of the Corporation, including any future amendments to them, all of which are made a part of this Agreement by reference. The Corporation has adopted Park rules of the Corporation, and the Directors may alter, amend or repeal such Rules and adopt new Rules as authorized by the Bylaws of the Corporation. This Agreement shall be in all respects subject to such Rules which, when a copy of which has been furnished to the Shareholder, shall be taken to be part of this Right of Exclusive Possession Agreement, and the Shareholder hereby covenants to comply with all such Rules and see that they are faithfully observed by family and guests of Shareholder. Breach of a Rule shall be a default under this Agreement. The Corporation shall not be liable or responsible to the Shareholder for the non-observance or violation of Rules by any other Shareholder or person.

B. Shareholder upon assuming possession acknowledges that he has been provided with a copy of the Articles of Incorporation, the Individual Right of Exclusive Possession Agreement, the Bylaws and the current Rules and Regulations of the Corporation and that he has read them and understands their contents.

C. It is further understood, the above named documents, including this Agreement, are subordinate to, and in compliance with the Florida Cooperative Act Chapter 719, Florida Statutes.

28. **AMENDMENT TO AGREEMENT:** This Agreement may be amended at any regular or special meeting of the Shareholders called and noticed in accordance with the Florida Statutes by the approval of a resolution adopting such amendment by not less than two-thirds (2/3) of the Shareholders of the Corporation present and voting. Amendments may be proposed by either the Board of Directors or by not less than fifty percent (50%) of the Members of the Corporation.

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. Members not present at the meeting considering the amendment may appoint a Member to act as proxy for the purpose of voting at any such meeting.

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 Shareholder of the parcel shares in the common expenses and owns the common surplus with other Shareholders, unless the record unit Shareholder 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 Right of Exclusive Possession Agreement with respect to institutional mortgages without the written approval of all institutional mortgagees of record.

Any amendment to this Agreement will be binding upon and inure to the benefit of all Shareholders and will become effective when recorded in the public records of Pinellas County, Florida.

29. CHANGES TO BE IN WRITING: No provision of this Agreement may be changed, modified or amended by oral agreement. All amendments must be in writing duly passed pursuant to the provisions of this Master Form of Right of Exclusive Possession Agreement and the Bylaws of the Corporation. Any claimed oral modifications of this Agreement shall be deemed null and void and of no effect.

30. TO WHOM COVENANTS APPLY: The references in this Agreement to the Corporation shall be deemed to include its successors and assigns, and the reference to the Shareholder or to a Shareholder of the Corporation, shall be deemed to include the personal representatives, legatees, distributees, and assigns of the Shareholder; and the covenants shall apply to, bind and inure to the benefit of the Corporation and its successors and assigns, and the Shareholder and the personal representatives, legatees, distributees, successors and assigns of the Shareholder, except as otherwise stated in this Agreement.

31. NOTICES: Any notice by or demand from either party to the other shall be duly given only if in writing and sent by certified or registered mail, return receipt requested: if by the Shareholder, addressed to the Corporation at the Park with a copy sent by regular mail to the Corporation's President or Secretary; if to the Shareholder, addressed to the unit. Either party may by notice served as provided by this Agreement 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.

32. ALTERATIONS TO COMMON ELEMENTS: There shall be no material alterations, substantial additions or improvements to the common elements without first having obtained the written approval of 2/3 of the votes of the shareholders at a duly called meeting where a quorum is obtained.

Adopted 03/04/2011

THIS MASTER FORM OF RIGHT OF EXCLUSIVE POSSESSION AGREEMENT is hereby executed on the _____ day of _____, 2____, by the President/Vice President of Club Chalet Cooperative Association, Inc. after having been duly authorized and approved at a special Board meeting called for the purpose of approving this Master Form of Right of Exclusive Possession Agreement. This Agreement is intended to be recorded in the public records of Pinellas County, Florida and be referred to in Individual Right of Exclusive Possession Agreements, which agreements, together with this Master Form of Right of Exclusive Possession Agreement, shall enable the Shareholder to claim homestead exemption under the laws of the State of Florida.

CLUB CHALET COOPERATIVE ASSOCIATION, INC.

WITNESS

PRESIDENT/VICE PRESIDENT

WITNESS

ATTEST:

SECRETARY

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PINELLAS

This instrument was acknowledged before me this _____ day of _____, 2____
by _____, as President/Vice President of Club Chalet Cooperative
Association, Inc., on behalf of the Corporation.

(SEAL)