

## AGREEMENT

This agreement (the "Agreement") is made this 2 day of MARCH, 2023 (the "Effective Date") by and between Camelot Lakes – Venture I, LLC, a Delaware LLC (the "Owner") and Camelot Lakes Village Homeowners Association, Inc., a Florida not-for-profit corporation, (the "Association") and its negotiating committee created pursuant to Section 723.037(4), Florida Statutes, (the "Negotiating Committee") (the Association and the Negotiating Committee collectively the "Corporation") (the Association, the Negotiating Committee and the Owner collectively the "Parties"). This agreement excludes the sites listed on Exhibit A, only for the "2023 Lease Term" as defined under Section 1 of this Agreement.

## RECITALS

A. Owner owns and operates Camelot Lakes Village, a manufactured housing community located in Sarasota County, Florida (the "Community").

B. In September of 2022, Owner properly served upon the homeowners of the Community (each a "Homeowner" and collectively, the "Homeowners") and the board of directors of the Association, a legally sufficient notice of lot rental increase (the "Notice") providing for an increase in lot rental amount effective January 1, 2023.

C. The Association created the Negotiating Committee pursuant to Section 723.037(4), Florida Statutes, to meet and negotiate with Owner concerning the Notice and other matters. Following good faith negotiations between the Parties, an Agreement was reached as specified below. Although this Agreement was reached based upon pre-mediation negotiations, the Parties intend that this Agreement shall be considered a contract between the Parties within the meaning of Section 723.038(6), Florida Statutes. This Agreement shall be binding upon the Parties and all Homeowners on the Effective Date (the "Included Homeowners") subject to any

limitations stated below.

Now, therefore, in consideration of the foregoing recitals (which are accurate, material and incorporated into this Agreement), the mutual promises and covenants set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Base Rent Increases.** The annual increases in base rent for the period January 1, 2023 through December 31, 2025 shall be as follows:

- a. For the annual lease term beginning January 1, 2023 and ending December 31, 2023 (the "2023 Lease Term"), base rents shall be increased by 7% per site per month over the previous year's base rents.
- b. For the annual lease term beginning January 1, 2024 and ending December 31, 2024 (the "2024 Lease Term"), base rents shall be increased by 5.5% per site per month over the previous year's base rents.
- c. For the annual lease term beginning January 1, 2025 and ending December 31, 2025 (the "2025 Lease Term"), base rents shall be increased by 5% per site per month over the previous year's base rents.

The foregoing amounts shall be payable without set-off or escrow whatsoever. Upon the expiration of this Agreement base rents shall be increased based on the terms in the prospectus.

2. **Other Charges.** The limitations on base rent increases specified in numbered Paragraph 1 above shall not affect any fees, charges or assessments other than base rent. Owner reserves the right to charge, increase or decrease any other fees, charges and/or assessments (collectively "Fees") available under the Community's prospectuses and any other Fees permitted by law. Such Fees may include, but shall not be limited to, ad valorem property taxes, user fees,

government and utility charges.

3. **Continuance of Current Services.** During the term of this Agreement, Owner covenants not to reduce any service disclosed by the Community's prospectuses.

4. **Waiver and Notice.** The lot rental amounts and lot rental amount increases set forth in this Agreement shall be valid and payable as prescribed by this Agreement. If the Corporation contends that Owner is in violation of this Agreement, the prospectus or rental agreement governing any Homeowner's tenancy, or Chapter 723, Florida Statutes, (any or all of which a "Non-Compliance"), the Corporation shall notify Owner of any such alleged Non-Compliance, including the particulars of the facts giving rise to and constituting such alleged Non-Compliance, within thirty (30) days of the date the Corporation receives reasonable notice of such facts. Owner shall have fifteen (15) days from receipt of any such notice to cure the alleged Non-Compliance and, upon completion of any such cure, Owner shall be deemed not to have been in default or in violation. Corporation shall provide to Owner any such notice of alleged Non-Compliance by certified mail properly addressed to the community manager at the community office with a copy sent by certified mail to Cove Communities, 2999 N. 44<sup>th</sup> Street, Suite 200, Phoenix, AZ 85018. The Notice and opportunity to cure provisions stated herein shall be a condition precedent to any legal, equitable or administrative action concerning the alleged Non-Compliance.

5. **Attorneys' Fees: Litigation: Integrity of Agreement.** In the event of any litigation between Owner and the Corporation relating to or arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all costs and expenses of any nature, including, but not limited to, attorneys' fees, expert fees, and other taxable and non-taxable costs and expenses, both at the trial and appellate levels; provided, however, the foregoing

shall not apply to any statutory meeting with Owner, subsequent mediation or to any proceeding by or on behalf of any former or current Homeowner seeking to invalidate or otherwise dispute the validity of this Agreement. The Corporation and Owner agree to mutually enforce this Agreement and cooperate fully in the event the validity or integrity of this Agreement is attacked or disputed by any such Homeowner.

6. **Dispute Resolution: Waiver of Jury Trial.** Any controversy or claim arising out of or relating to this Agreement, its interpretation, construction, breach or enforcement hereof, shall first require non-binding mediation pursuant to Section 723.068, Florida Statutes and Chapter 61B-32, Florida Administrative Code. In any proceeding arising out of or relating to this Agreement, the Parties waive trial by jury.

7. **Homeowners Affected by this Agreement: Transferees.** (a) This Agreement shall apply to Included Homeowners. If, during the term of this Agreement, any Included Homeowner transfers or sells any legal or equitable interest in such Homeowner's mobile home to any transferee or resale purchaser (collectively, a "Transferee"), the Transferee shall be permitted to assume such Included Homeowner's rental agreement but only for the remainder of the annual lease term then in effect between the Included Homeowner and Owner. Upon the expiration of such annual lease term the Transferee's rent shall be adjusted to the Community's then prevailing market rate, as determined by Owner in its discretion, which shall be deemed such Transferee's base rental amount, as that term is used in Paragraph 1 of this Agreement, for the year in which such initial increase occurs. Thereafter, the Transferee's further lot rental amount increases shall be governed by this Agreement. Owner may, but shall not be required to, redeliver a prospectus to the Transferee. Any Included Homeowner who sells or transfers any legal or equitable interest in such Homeowner's mobile home shall be responsible for redelivering such Homeowner's

prospectus to such Homeowner's Transferee at the time of the initial transfer. (b) Any Included Homeowner who relocates during the term of this Agreement to another site within the Community (the "Relocation Site") shall not receive, during the term of this Agreement, an increase in base rent to the then prevailing market rental rate for the Relocation Site, but instead shall assume the then current lot rental amount for the Relocation Site and thereafter for the term of this Agreement, shall pay any increases in lot rental amount for the Relocation Site as provided for by this Agreement. Any Transferee of the Included Homeowner's mobile home shall pay the then prevailing market rate for the site on which such mobile home is located and otherwise be subject to the provisions of numbered Paragraph (a) above.

8. **Mutual Release.** The Corporation, on its behalf and on behalf of each Homeowner as such Homeowner's representative, hereby releases Owner, Cove Communities REIT – Venture I, LLC and Cove Property Management, LP, and their parents, affiliates, subsidiaries, officers, directors, agents, stockholders, members, attorneys, successors and assigns, and Owner hereby releases the Corporation, its officers, directors, agents and attorneys from any and all claims, actions or causes of action of any kind whatsoever ("Claims"), whether legal, equitable, administrative, or otherwise, including, but not limited to, Claims involving or relating to the subject matter of this Agreement, services, maintenance, or Owner's compliance with or delivery of the Community's prospectuses, rental agreements, as well as any other alleged violation of Chapter 723, Florida Statutes. With the exception of Claims involving the subject matter of this Agreement, this release shall address only Claims existing on the Effective Date. This release shall not apply to any Homeowner's failure to pay rent or a rules violation.

9. **Applicability of Prospectus, Rental Agreement and Chapter 723, Florida Statutes.** Each Homeowner's tenancy shall be governed by his or her prospectus and rental agreement. In the event of any conflict between a Homeowner's prospectus or rental agreement and this Agreement, this Agreement shall control.

10. **Additional Terms.** During the Term of this Agreement, Owner shall provide the additional services and improvements outlined in Exhibit B, which are in addition to those required by the Community's Prospectus.

11. **Entire Agreement; Modification.** This Agreement constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof. This Agreement supersedes all prior and contemporaneous discussions, negotiations, conditions or understandings relating to the subject matter hereof. This Agreement may not be amended or modified except by an instrument in writing signed by all Parties hereto.

12. **Further Assurances.** The Parties shall, at any time and from time to time following the execution hereof, confirm the validity of this Agreement, and execute and deliver all such further instruments and documents and take all further actions as may be reasonably necessary or appropriate in order to carry out or more effectively satisfy the intent and purposes of this Agreement.

13. **Representations: Binding Effect.**

- a. By Owner. Owner represents that it is authorized to enter into this Agreement. This Agreement shall be binding upon Owner, its successors and assigns.
- b. By Corporation. Corporation represents that it is a duly incorporated Homeowners' Corporation and Negotiating Committee created and maintained pursuant to Sections 723.075 through 723.079, Florida Statutes. Corporation represents that the Negotiating

Committee was created in strict compliance with Section 723.037(4), Florida Statutes. Corporation enters into this Agreement on its behalf and on behalf of each Homeowner of the Community as such Homeowner's representative pursuant to Sections 723.075(1) and 723.079(1), Florida Statutes.

14. **Execution in Counterparts.** This Agreement may be executed in counterparts.

[signatures on the following pages]

OWNER

By: Colleen Edwards

Its: CEO

Date: 3/2/2023

ASSOCIATION

By: MICHAEL BOND, PRES. / MARY SANTIAGO - Secy.

Its: MHB Mary Santiago

Date: 2-28-23 2-28-23

NEGOTIATING COMMITTEE

Paul DiBona Paul DiBona 2/28/23

Bernard Clark B. Clark 2/28/23

David Kilgore D. Kilgore 2/28/23

Denise L. Jones Denise L. Jones 2/28/23

PATRICIA A. WHITNEY Patricia A. Whitney 2/28/23

MICHAEL L. BOND M. L. Bond 2/28/23

**EXHIBIT A**

<b>Lots Excluded for the 2023 Lease Term</b>	<b>Current Base Monthly Lot Rental Amount</b>	<b>Amount of Increase / Month</b>	<b>New Base Monthly Lot Rental Amount</b>
007	\$1,260.00	\$0.00	\$1,260.00
018	\$1,260.00	\$0.00	\$1,260.00
021	\$1,260.00	\$0.00	\$1,260.00
024	\$1,260.00	\$0.00	\$1,260.00
037	\$1,331.00	\$0.00	\$1,331.00
040	\$1,260.00	\$0.00	\$1,260.00
043	\$1,260.00	\$0.00	\$1,260.00
064	\$1,250.00	\$0.00	\$1,250.00
066	\$1,250.00	\$0.00	\$1,250.00
068	\$1,250.00	\$0.00	\$1,250.00
087	\$1,270.00	\$0.00	\$1,270.00
093	\$1,250.00	\$0.00	\$1,250.00
104	\$1,341.00	\$0.00	\$1,341.00
106	\$1,250.00	\$0.00	\$1,250.00
120	\$1,250.00	\$0.00	\$1,250.00
121	\$1,250.00	\$0.00	\$1,250.00
126	\$1,250.00	\$0.00	\$1,250.00
129	\$1,250.00	\$0.00	\$1,250.00
132	\$1,250.00	\$0.00	\$1,250.00
137	\$1,341.00	\$0.00	\$1,341.00
164	\$1,270.00	\$0.00	\$1,270.00
189	\$1,250.00	\$0.00	\$1,250.00
192	\$1,250.00	\$0.00	\$1,250.00
197	\$1,250.00	\$0.00	\$1,250.00
199	\$1,250.00	\$0.00	\$1,250.00
220	\$1,341.00	\$0.00	\$1,341.00
223	\$1,270.00	\$0.00	\$1,270.00
224	\$1,270.00	\$0.00	\$1,270.00
226	\$1,341.00	\$0.00	\$1,341.00
231	\$1,270.00	\$0.00	\$1,270.00
245	\$1,325.00	\$0.00	\$1,325.00
254	\$1,325.00	\$0.00	\$1,325.00
262	\$1,270.00	\$0.00	\$1,270.00
279	\$1,260.00	\$0.00	\$1,260.00
282	\$1,321.00	\$0.00	\$1,321.00
284	\$1,325.00	\$0.00	\$1,325.00
293	\$1,341.00	\$0.00	\$1,341.00
298	\$1,250.00	\$0.00	\$1,250.00
308	\$1,250.00	\$0.00	\$1,250.00
317	\$1,260.00	\$0.00	\$1,260.00
340	\$1,250.00	\$0.00	\$1,250.00
351	\$1,250.00	\$0.00	\$1,250.00
364	\$1,250.00	\$0.00	\$1,250.00
382	\$1,250.00	\$0.00	\$1,250.00

403	\$1,396.00	\$0.00	\$1,396.00
405	\$1,325.00	\$0.00	\$1,325.00
406	\$1,325.00	\$0.00	\$1,325.00
431	\$1,250.00	\$0.00	\$1,250.00
439	\$1,250.00	\$0.00	\$1,250.00
446	\$1,250.00	\$0.00	\$1,250.00
452	\$1,250.00	\$0.00	\$1,250.00
454	\$1,341.00	\$0.00	\$1,341.00
462	\$1,260.00	\$0.00	\$1,260.00
465	\$1,270.00	\$0.00	\$1,270.00
478	\$1,341.00	\$0.00	\$1,341.00
479	\$1,270.00	\$0.00	\$1,270.00
493	\$1,270.00	\$0.00	\$1,270.00
513	\$1,250.00	\$0.00	\$1,250.00
515	\$1,250.00	\$0.00	\$1,250.00
534	\$1,260.00	\$0.00	\$1,260.00

## **EXHIBIT B**

### **ADDITIONAL SERVICES AND IMPROVEMENTS**

- A. **AUDITORIUM REMODEL.** Owner will remodel the auditorium in a four-phase project as summarized below. Owner anticipates that Phases I through III will be completed during 2023 and that Phase IV will start in 2023 and be completed in 2024. Completion of this project is dependent on the permitting process and the availability of qualified contactors.
- 1) Phase I: Outdoor kitchen
  - 2) Phase II: The exterior of the Auditorium and the outdoor patio.
  - 3) Phase III: Lobby, restrooms, and card rooms.
  - 4) Phase IV: Interior of the Auditorium and the kitchen.
- B. **TREE MAINTENANCE.** The need for trimming, timing of trimming, and the extent of same, shall be determined in the discretion of the Community Owner and shall not exceed \$80,000 per year as summarized below. All other trimming necessary to maintain Homeowners' lot shall be the responsibility of the Homeowner.
- 1) Owner will trim all palm trees above the 10-foot clean trunk line, all live oaks, and not more than four (4) gum trees as needed annually. Live oaks will be trimmed when branches come within four feet of homeowners' roofs. Homeowners will continue to be responsible for the trimming of all other trees on their individual leased lots. Homeowners may request permission to remove trees from their leased lots at their own expense with the prior written approval of Community Owner, which approval may be withheld in Community Owner's sole discretion. Any tree removed must, also, include the removal of the remaining tree stump within a reasonable period of time but not to exceed sixty (60) days.
  - 2) Owner agrees to maintain trimming of branches around streetlights.
  - 3) Owner agrees to evaluate trees that appear to be diseased. If arborist concludes that a tree is dead, diseased or a safety risk, and the tree is in the above-mentioned category of trees, the Community Owner will remove the tree.

- 4) Homeowners are free to hire any licensed and insured tree maintenance professional to maintain those trees on their leased lot. Prior to performing the services, the Contractor must provide to the Community Office, a valid copy of their Florida license and valid certificates of liability insurance and Workman's Compensation insurance. Owner is not involved in those transactions.
- 5) For those Homeowners who wish to schedule tree maintenance services with the Contractor hired by Owner during the times the Contractor is on property, Owner will ensure that Homeowners pay the same rates for a similar scope of work as Owner pays. Homeowner will submit tree service work orders to the Community Office. Owner will transmit work orders to Contractor prior to the scheduled visit to ensure proper scheduling of work. Contractor will contact Homeowner directly to schedule tree service. Homeowner will be responsible for making payment directly to the Contractor. Owner accepts no responsibility for work performed by Contractor for individual Homeowners.

C. **SOD AND FERTILIZATION.** In connection with its lawn maintenance program, Owner shall continue to sod, in whole or in part, a minimum of 25 resident lots each year that are in the worst condition after agreement between Community Manager and a resident committee. Street lots will receive sod in front only; corner lots will receive sod in front and on road side. Fertilizer and weed control will be applied as recommended by a licensed applicator, on all lots being treated. Watering of new sod only will be the responsibility of Community for the first 30 days and other watering of sod, trees and other plant material on the lots is the responsibility of each resident. Residents are also responsible for maintenance of flowers, shrubs, trees (unless otherwise specified above), and any other landscaping on their lots.

D. **ACCESS MANAGEMENT.** Owner shall provide access control personnel to control community access at a rate of 10 hours per day/70 hours per week. At a minimum, the entry gate shall be attended from 8 a.m. to 5 p.m. daily. The schedule may be adjusted as needed. In the event the Association requests additional hours of service, Association agrees that the costs incurred by Owner for the increased service hours will be considered as a "pass

on” charge under Section 723.031(5)(c), Florida Statutes, and added to the following year’s lot rental amount increase.