

# HOLIDAY TRAVEL PARK CO-OP, INC. A COOPERATIVE CAMPGROUND

## OWNER'S PROPRIETARY LEASE

Share (Lot) Number 118

By this lease made on the 2nd day of February, 2022, between **HOLIDAY TRAVEL PARK CO-OP, INC.** HEREINAFTER CALLED **Lessor**, a Florida Corporation not for profit, whose property entrance is on OLD DIXIE HIGHWAY, West of Exit 278 off Interstate 95 in Flagler County, Florida, whose Postal Address is 2261 S. OLD DIXIE HIGHWAY, BUNNELL, FL 32110, and Clifton Randall Cayce and/or  
Braxton Chad Cayce

219 Dakes Place, Sparta, TN 38583

agree as follows:

**PROPERTY AND TERM:** Lessor leases to Lessee Campsite Number 118 in Holiday Travel Park Co-Op, Inc., a Cooperative Campground, located upon property in Flagler County, Florida, more properly described in Exhibit "A" attached hereto and made a part hereof for a term of one year beginning on the 2nd day of February, 2022 and ending on the 2nd day of February, 2021. Upon termination of any renewal term, this lease shall be automatically renewed so long as the Lessee is not in default under any of the terms and condition of the Proprietary Lease, the Articles of Incorporation and the By-Laws of Holiday Travel Park Co-Op, Inc.

Lessee holds a membership in Lessor, and this lease is appurtenant to such membership. The term "owner" shall refer to the holder of an ownership interest in the cooperative.

**2. ANNUAL ASSESSMENTS:** The various owners of Proprietary Leases shall be subject to the payment of assessments for the upkeep and maintenance of the Corporation Property, including operating maintenance and management costs. The Board of Directors of the Lessor, from time to time, shall fix the sum of money needed for the operation of the Lessor Corporation. It shall determine the amount required for operating items such as maintenance, tax, insurance, repairs, betterments, utilities, management and other sums necessary to the upkeep, operations or maintenance of the Lessor's property. Assessments will be made on

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Revision March 2021

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The basis of the proportionate share of common expenses allocated to the unit which, expressed as a ration of the overall annual budget of common expenses for each year is one/one hundred fifty-sixth (1/156). The amount of the prorated share of the annual assessment of this unit as of the date of this Lease is One thousand three hundred twenty DOLLARS (\$ 1,320.00 ). Although amounts required to be funded by assessments will be determined on a yearly basis, the actual assessment for the unit will be made monthly, covering the next succeeding unpaid month. The lessee shall also pay promptly when due such additional assessments as may be provided for herein. Each owner shall pay to the Lessor in advance of taking possession of his Campsite, three (3) months regular monthly assessments in advance. The Board of Directors of the Lessor Corporation is empowered to set up operating funds that may be replenished from time to time as needed. Special assessments as required shall be paid and levied in the same manner as regular assessments. The owner shall pay all assessments against their individual Campsite promptly when due, but no owner shall be personally liable for Corporation debts. If the Directors fail to make a new assessment, the owners shall pay at the current rate until a new rate is determined. All assessments paid by owners to the Lessor for maintenance, taxes, operations, insurance and management shall be used by the Lessor at the conclusion of its tax year, whether calendar or fiscal, shall be, at the option of the Board of Directors, either used by the Lessor to apply against future expenses of the Lessor or returned to the owners.

3. The Lessee has inspected the Campsite and will accept it in its present condition as the start of Lease. Upon payment of the assessments above reserved and the due performance of the agreements contained in this Lease to be performed, the lessee shall and may peaceably and quietly hold the leased property. The lessor shall give the initial Lessee under this Lease peaceful and quiet possession of the Campsite but thereafter, no obligation shall rest upon the Lessor to deliver possession. The lessee shall have the right joint use and enjoyment in common with other Lessees of the property of the Lessor not specifically leased to other Lessees except insofar as it may be limited or restricted by this Lease or by the Rules and Regulations and Bylaws of the Lessor corporation.

4. **USE:** The lessee shall promptly observe and comply with all present and future Bylaws, Rules and Regulations adopted by the Lessor and statutes, ordinances, Rules and Regulations promulgated by any governmental body having jurisdiction over the leased property. The Lessee shall not do or suffer to be done in and upon the Campsite or upon the Campground any act or thing that is of a disorderly or unlawful nature to a nuisance, or that may cause damage to the Lessor Corporation or the Campground. The Campsite unit and the Campground shall only be used in accordance with the use restrictions set forth in Section 11 of the By-Laws of the Lessor Corporation.

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5. **MAINTENANCE:** The lessee shall keep the Campsite in good order and repair and shall maintain the Campsite in accordance with the provisions pertaining thereto in Section II of the By-Laws of the Lessor Corporation. The lessee shall keep the property free of liens and encumbrances. The lessee has no authority to create any encumbrance or mechanic's lien on the property superior to the Lessor's right or title. If any encumbrance or lien is placed against the property and is not removed within sixty (60) days, the Lessor may require the Lessee to give satisfactory security for its removal in an amount equal to that of the encumbrance of the lien, with costs, expenses, interest and attorneys' fees, including appellate proceedings.

6. **INSURANCE:** The lessor shall adequately provide fire, storm, and extended overage and public liability insurance for Lessor Corporation's property. The lessee shall be responsible for the carrying of such other insurance, as Lessee may desire to protect Lessee's interest. The lessee shall not permit anything to be done or kept on his Campsite that would increase the rate of responsible fire or liability insurance on the Corporation's property. The Lessor shall provide the Lessee with written notice of objectionable occupancy or use and if the Lessee fails to remedy the objection within ten (10) days, the Lessee shall become liable for the additional insurance premium incurred by the Lessor.

7. **PAYMENT OF TAXES, RENTAL AND OTHER COSTS BY LESSOR:** To the Limit of its resources and from funds provided by the owners the Lessor shall:

- A. Pay all taxes and assessments that may be levied against the property of the Lessor.
- B. Pay the premium on all necessary insurance required to be carried by the Lessor under the terms of this Lease.
- C. Pay all necessary bills that might be incurred for operation, maintenance and management of the Corporation property, including water and sewer bills.

8. **UTILITY CHARGES:** The Lessee shall pay all charges for individual utilities to his individual Campsite. The Lessor shall pay all charges for utilities that may be incurred in connection with the operation of the common areas belonging to the Lessor and used by all of the Lessees and holders of ownership proprietary leases in common with other Lessees.

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**9. OPERATION AND MANAGEMENT:** The Lessor shall provide a high standard of management for Lessor Corporation's property and shall perform acts reasonably required for maintaining a sound operation and to protect the investment of the various owners. The Lessor shall set up reasonable operating and maintenance reserves to carry the operation of the Lessor for specific period of time to alleviate as much as possible the necessity of a large number of special assessments. The Lessor shall maintain and cause HOLIDAY TRAVEL PARK CO-OP, INC. to be managed as a first-class campground, keeping the grounds and common areas in an attractive and sanitary condition for the use of all Lessees and owners.

**10. SALE, LEASE, EXCHANGE OR MORTGAGE OF CORPORATION PROPERTY:** The Lessor shall not sell, lease, exchange or mortgage the Corporation real property as an entirety or purchase or lease additional real property without the approval by vote or written consent of seventy-five (75%) of all of the owners obtained in accordance with the requirements of the Certificate of Incorporation and By-Laws.

**11. INSPECTION OF LEASED PROPERTY:** The Lessee shall permit the Lessor or its agent to enter the Campsite at any reasonable time during daylight or in an emergency during the hours of darkness for the purpose of inspecting the Campsite or of making repairs the Lessee may neglect or refuse to make in accordance with this Lease. The right and authority hereby reserved does not impose, nor does the Lessor assume by reason thereof, any responsibility or liability for the care or supervision of the Campsite or appurtenances thereto, except as specifically provided herein.

**12. PROPRIETARY LEASES:** The Lessor shall be entitled to issue a total of One Hundred Fifty Six (156) Owners' Proprietary Leases to Campsites in Holiday Travel Park Co-Op, Inc., the description of these Leases with the voting rights and equity rights pertaining to them is fully set forth in the By-Laws of Holiday Travel Park Co-Op, Inc. and such description as hereby incorporated in this lease by reference.

**13. SALES, TRANSFER, PLEDGING OR SUBLEASING OF CAMPSITE BY LESSEE:** The sale, transfer, pledging or subleasing of the Campsite covered by this Owner's Proprietary Lease shall be governed by the By-Laws of Holiday Travel Park Co-Op, Inc. and such By-Laws of are incorporated by reference in this Lease.

  
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**14. DEFAULT – FAILURE TO PAY ASSESSMENTS:** If an assessment or any other sum or charge required to be paid under this Lease is not paid within sixty (60) days from the date notice of it is mailed, or delivered, that failure is a breach of this Lease. By a second notice in writing to the Lessee by certified mail, the Lessor at its option may declare this Lease terminated unless the default has been removed within that period. The lessor may offer a substitute Lease for the Campsite for sale at an amount determined by the Board of Directors to be its fair market value. On a disposal of the substitute lease, the Lessor shall pay to the Lessee the amount of the disposal price, less any unpaid assessments or charges accrued to the date of disposition, the expenses of sale and the estimated cost of placing the Campsite covered by the Lease in suitable condition for a new occupant of the owner. The offering of a substitute lease shall be limited to persons or entities qualified for ownership. If an assessment is not paid and the lease has been terminated for nonpayment, the owner or any other person or persons in possession by or through the right of the owner shall promptly quit and surrender the Campsite without any additional notice being given. If any owner or any other person or persons in possession by or through the right of the owner fails to vacate the Campsite upon the termination of the Lease, the Lessor may bring an action to evict that owner or other person and regain possession of the Campsite. The provisions of Florida Statute Chapter Eighty Three (83) relating to interest on rental deposits to be paid to tenants by the Lessor shall not apply in the case of this Proprietary Lease, because the rental paid by the Lessee actually is paid as assessments to the Lessor by the Lessee as an owner of an equity in the Lessor Association for the purpose of paying the Lessee's share of the cost of maintaining and operating the Cooperative Campground in which the Campsite is located. The Lessee will pay the assessments to the Lessor on the terms and at times herein provided without any deduction on account of any set-off or claim that the Lessee may have against the Lessor. If any owner fails to pay any assessment within sixty (60) days from the date notice of assessments has been mailed or delivered to the owner by the Lessor, the owner shall pay to the Lessor an additional charge equal to ten percent (10%) interest of the days the payment is delinquent, beyond the sixty (60) days grace period. In addition to all of the other remedies, the Lessor shall have a claim against the Owner's Proprietary Lease for any sums due the Lessor that is not paid when due. The lien shall be superior to the rights of the owner or any person's possession under the owner. If the sums are not paid within sixty (60) days after they are due and payable to the Lessor. At its option, the Lessor may foreclose the lien. The Lessor shall receive, in addition to the sums of principal due or late charges, all its costs and is reasonable attorneys' fees incurred in connection with the foreclosure. The Lessor may bid at any sale held pursuant to the foreclosure judgment and apply all sums due the Lessor for principal or late charges against the bid.

**15. DEFAULT – OTHER CAUSES:** If the Lessee violates any of this Lease other than Paragraph Fourteen (14) above, or of the Certificate of Incorporation or of the Bylaws or of the Rules and Regulations of the Lessor as now or hereafter constituted, the Lessor may notify the Lessee by written notice of the breach transmitted by certified mail, and if the violation continues for a period of ten (10) days from the date of the

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**Lessee's notice:** The Lessor may treat the violation as material and by a second notice in writing transmitted in the same manner as the first notice, at its option, may either require the Lessee to quit and surrender the Campsite or declare this Lease terminated and offer for sale a substitute Lease upon the same terms and conditions as in the case when the Lessee's default was under Paragraph Fourteen (14) of this Lease, the owner, the Lessee, or any other person or persons in possession by or through the owner shall promptly quit and surrender the Campsite to the Lessor in good repair, ordinary wear and tear accepted, and the Lessor may reenter the repossess Campsite without any additional notice being given. If a sub-lessee or a lease of less than six (6) months, or any member of his family, violates any of the Bylaws or Rules and Regulations promulgated by any government body, or permits any action or thing that is disorderly or unlawful or that may cause damage to the Lessor or to the Campground, the Board of Directors shall have the right to terminate the sub-lessee by giving to the sub-lessee written notices, either through United States mail directly to the sub-lessees at the Campsite occupied or by personal delivery of the notice in writing to the Campsite or any member of his family, to vacate the premises within twenty-four (24) hours. The sub-lessee forthwith shall vacate the leased premises within the time set forth in the notice. If the sub-lessee does not vacate the premises, the Lessor may evict the sub-lessee. The decision to evict the sub-lessee is discretionary with the Board of Directors, because the purpose of this provision is to ensure that occupants of the Campground conduct themselves in a manner that will maintain the high standards of a first-class Campground. Any sub-lessee for less than six (6) months accepting a sublease to any Campsite shall be bound by these provisions as though they were fully set forth in the sublease.

**16. PROVISIONS OF CERTIFICATE OF INCORPORATION, BYLAWS, and RULES AND REGULATIONS:** This lease is subject to, and the Lessor and the Lessee shall live by the provisions of, the Certificate of Incorporation, Bylaws, Rules and Regulations, and any amendments made to them in the future, are made a part of this Lease by reference. The Lessee acknowledges that he has been provided with a copy of the Certificate of Incorporation, the Bylaws, and the present Rules and Regulations of Holiday Travel Park Co-Op, Inc. and that he has read them and understands their contents.

**17. WAIVERS:** The waiver of a breach of this lease shall not be a waiver of a subsequent breach, nor affect the validness of this agreement.

**18. NOTICE:** Any notice required by the lease to be given to the Lessee may be given by delivery of a copy of the notice to the Lessee at the Lessee's Campsite.


  
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19. **ENFORCEMENT PROVISIONS IN LEASE AND ATTORNEYS' FEES:** The lessor at its option may utilize any remedies available at law or in equity to enforce this lease. The lessee shall pay all reasonable costs, expenses and attorneys' fees incurred or expended by the Lessor as a result of any default by the Lessee in this Lease whether incurred by the institution of litigation, including proceedings, or in obtaining advice of counsel or otherwise.

20. **AMENDMENTS TO BYLAWS, PROPRIETARY LEASES, and CERTIFICATE OF INCORPORATION AND RULES AND REGULATIONS:** Amendments to the Bylaws, Proprietary Leases and Certificate of Incorporation shall be made in accordance with the provisions of the Bylaws.

21. **GENDER:** The term "Lessee" and the "Owner" in this instrument are used interchangeably and include the singular and the plural and all genders.

22. **INVALIDITY CLAUSE:** If any part of this lease is adjudged invalid, the validity of the other parts shall not be affected. Any rights and remedies given the Lessor and the Lessee by this Lease shall be in addition to those provided by law. The Lessor and Lessee may enjoin any breach or threatened breach of this Lease. All remedies in this Lease shall be cumulative.

23. **CONSTRUCTION OF LEASE:** The legal relationship between the Lessor and the Lessee is that of landlord and tenant for the purpose of construing the Lessee's right of occupancy under this lease. This Lease shall be construed under the Laws of Florida.

24. **DEVOLUTION:** This agreement shall bind the parties and their heirs, personal representatives, successors, and assignees.

25. **INDEMNITY:** The lessee shall indemnify the Lessor and hold him harmless from any claims or demands arising from:

- A. The Lessee's use or possession of the property and anything done or permitted by the Lessee in or about the property, of any of them.
- B. Any fault of the Lessee under this Lease.
- C. The negligence of the Lessee and his agents, contractors, or employees or any of them.
- D. Any damage to the property of the Lessee or others or injury to any person on or about the property from any cause.
- E. Any legal or administrative proceeding in which the Lessor is made a party without his fault;
- F. All costs, attorneys' fees and expenses incurred by the Lessor in conjunction with items indemnified against. The Lessee shall defend any legal action or proceeding resulting from a claim or demand indemnified against at his expense by attorneys satisfactory to the Lessor on receipt of written notice from the Lessor to do so.

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DATED THIS 2nd DAY OF February, 2022.

WITNESSES:

Donna Kay Heptner  
Print Name: Donna Kay Heptner

Donna Kay Heptner  
Print Name: Donna Kay Heptner

WITNESSES AS TO  
LESSEE(S)/PURCHASER(S):

Donna Kay Heptner  
Print Name: Donna Kay Heptner

Donna Kay Heptner  
Print Name: Donna Kay Heptner

HOLIDAY TRAVEL PARK CO-OP, INC.

BY: Judy Otting V. Pres.  
PRESIDENT

ATTEST: Randy Cape  
SECRETARY

CORPORATE SEAL:

Randy Cape  
LESSEE/PURCHASER  
Print Name: \_\_\_\_\_

[Signature]  
LESSEE/PURCHASER  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
LESSEE/PURCHASER  
Print Name: \_\_\_\_\_

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THE ABOVE LEASE IS SURRENDERED FOR CANCELLATION PURSUANT TO  
RULE 83 OF THE BY-LAWS AND ISSUANCE OF NEW LEASE TO:

1} \_\_\_\_\_  
SIGNED LESSEE/OWNER

\_\_\_\_\_  
DATE

2} \_\_\_\_\_  
SIGNED LESSEE/OWNER

\_\_\_\_\_  
DATE

3} \_\_\_\_\_  
SIGNED LESSEE/OWNER

\_\_\_\_\_  
DATE

4} \_\_\_\_\_  
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