

EXHIBIT “6”

**PURCHASE AGREEMENT
SUNSET VILLAGE, INC.**

THIS AGREEMENT is executed this _____ day of _____, 200__, by and between SUNSET VILLAGE, INC., a Florida non-profit Corporation, as the Developer of the property ("Seller" and sometime "Developer"), and _____

_____ ("Purchaser" and sometimes "Buyer"). The parties hereto agree that Seller shall sell and Purchaser shall purchase a proprietary lease of the following described unit and the appurtenant membership certificate under the terms and conditions hereinafter set forth: Unit No. _____, SUNSET PALMS, a Residential Cooperative, according to the Master Form Proprietary Lease, and the Articles of Incorporation and Bylaws of Seller, copies of which have been provided Purchaser, all of which have been or will hereafter be recorded in the Public Records of Pinellas County, Florida.

NOTE: ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 719.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

This contract is made upon the following terms and conditions:

1. PURCHASE PRICE. The purchase price of the Cooperative unit is \$ _____, which shall be payable as follows:

- | | | |
|----|---|----------|
| a. | Initial Deposit | \$ _____ |
| b. | Promissory Note or
Mortgage Assumption | \$ _____ |
| c. | Balance upon closing
in cash or cashier's
check | \$ _____ |

TOTAL PRICE: \$ _____

2. ESCROW AGREEMENT. On December 6, 2001, the Seller entered into an Escrow Agreement wherein SCOTT E. GORDON, ESQUIRE of Abel, Band, Russell, Collier, Pitchford & Gordon, has agreed to act as Escrow Agent with respect to the deposits made under Paragraph 1(a) hereof, pursuant to the requirements of Section 719.202, Florida Statutes. The function of the Escrow Agent in holding the escrow is an accommodation to Seller and Purchaser and is that of a

Stakeholder and, as such, no liability shall ever attach to or against the Escrow Agent for his acts as long as he complies with the provisions of the Escrow Agreement. The escrowed funds paid under Paragraph 1(a) will be deposited in an interest bearing account with interest accruing to the Seller pursuant to the provisions in the Escrow Agreement. Purchaser may, upon request, receive a receipt for his deposit under Paragraph 1(a) from the Escrow Agent.

3. CONDITION OF TITLE. The Cooperative unit shall be leased by the Seller to the Purchaser under a Proprietary Lease, a Memorandum of which shall be recorded in the Public Records. The Lease shall be subject to a blanket mortgage on the easements of record, if any, and the terms and provisions of all the cooperative property, taxes, zoning ordinances, restrictions, easements of record, if any, and the terms and provisions of all the cooperative documents, none of which shall adversely affect the use of the property by the Purchaser as a mobile home site. A title insurance policy reflecting the above exceptions shall be furnished to the Purchaser within forty-five (45) days after date of closing, the payment for which shall have been included as an item of expense to Seller on the closing statement.

4. TAX PRORATIONS. Taxes and assessments, insurance and other expenses shall be prorated as of the date of closing. Seller shall pay for the documentary stamps on the Memorandum of Proprietary lease, if any, and recording the Memorandum of Proprietary Lease.

5. CLOSING. The closing shall be held on the ____ day of _____, 200____, at the office of SCOTT E. GORDON, ESQUIRE, 333 South Tamiami Trail, Suite 199, Venice, Florida 34285, or such place in Pinellas County as Seller may designate. At the closing, all sums due the Seller from the Purchaser shall be paid by way of cash, cashier's check or wire transfer (checks not convertible to cash on the same business day as closing shall not be accepted). At the closing, the Seller shall deliver to the Purchaser the following documents:

a. Proprietary Lease subject only to the following:

- (1) Articles of Incorporation, Bylaws of the Cooperative Association and Exhibits attached thereto;
- (2) Conditions, limitations, restrictions, reservations, agreements and easements now of record or hereafter granted by Seller, granted to Seller or imposed by governmental authorities having jurisdiction or control over the subject property;
- (3) Zoning and building code ordinances and regulations, rights or interests vested in any municipal, county, state or federal government or agency;
- (4) Public utility franchises and tariffs;
- (5) The blanket mortgage, encumbering the Cooperative; and any and all

extensions, modifications, consolidations, renewals, refinances, future advances and replacements thereof and also any subsequent mortgage on the Cooperative; and

- (6) Taxes and assessments for the current year and subsequent years,
- b. Owner's Affidavit
- c. Closing Statement
- d. Membership Certificate in the Cooperative Association.

6. QUALIFICATIONS OF PURCHASER. It is understood by the Purchaser that an investigation shall be made by Seller to determine if the Purchaser, in the sole opinion and discretion of the Seller, is a person of good character and generally desirable and suitable of membership in the Association; and the Seller shall have the right for a period of thirty (30) days from the date of Purchaser's delivery to Seller of Seller's purchase application in which to determine if the Purchaser is suitable for membership in the Cooperative Association. If the Purchaser is not acceptable to the Seller, the Seller shall notify the Purchaser of its findings of unacceptability and simultaneously return to the Purchaser his deposit in full, together with any interest earned thereon, and this Agreement shall thereafter be considered null and void and of no further force and effect. There shall be no liability upon the Seller or any of its agents or employees either for acceptance or rejection of a Purchaser or as to the method or manner of making an investigation.

7. CONSTRUCTION OF DWELLING. Purchaser agrees, that if no dwelling is on the unit at the time of the execution hereof, to place a mobile home on the unit within six (6) months of the closing of this contract and to complete such construction within two (2) months from the date of commencement. No construction shall commence until Seller has approved the plans for such construction and the builder selected by the Purchaser. In approving the plans, the Seller may require the use of approved exterior designs and elevations, materials, colors and finishes.

8. RECORDATION OF DOCUMENTS. The Purchaser herein specifically gives authority to Seller to file and place among the Public Records of Pinellas County, Florida, all documentary instruments referred to herein or as are required to be filed under the Laws of the State of Florida, or otherwise which Seller deems necessary in its sole discretion. Provided, however, this Agreement shall not be recorded in said Public Records without the express, prior written consent of Seller.

9. COOPERATIVE DOCUMENTS. Purchaser agrees that possession and occupancy of the unit will, at all times, be subject to the provisions of the instruments and documents referred to in the Prospectus, Exhibit "I" (sometimes herein called "the Cooperative Documents") attached hereto and made a part hereof. Purchaser acknowledges having received copies of each and every one of the instruments and documents referred to in Exhibit "I", all of which instruments and documents are hereby approved and accepted by Purchaser. Purchaser agrees to be bound by each

and every one of the terms and conditions of said instruments and documents, and to purchase the unit pursuant to this contract and subject to said instruments and documents. The Seller reserves the right to amend any of the instruments and documents referred to in Exhibit "1" provided that: (1) a copy of said amendment is transmitted to Purchaser, and (2) the amendment does not materially affect the rights of the Purchaser. If the closing does not occur for any reason, Purchaser shall promptly return the Cooperative Documents to Seller.

10. RISK OF LOSS. Seller shall bear the risk of loss prior to closing unless possession of the Cooperative unit is delivered to Purchaser prior to closing; and, in the latter event, the risk of loss shall be borne by the Purchaser as of the date of delivery of physical possession to the Purchaser.

11. DEFAULT. In the event that the Purchaser fails to consummate this purchase and sale and/or execute all documents reasonably required of Purchaser by Seller and/or mortgage lender, if any, and pay the balance of the purchase price, or otherwise defaults on the terms and conditions of this Agreement, the deposits paid and agreed to be paid hereunder shall belong to the Seller as agreed-upon liquidated damages, and the parties hereto shall thereupon be relieved of any and all further responsibility hereunder. In this regard, the Purchaser acknowledges that exact damages are incapable of being ascertained by virtue of the fact that the Seller has removed the subject unit from sales availability and has incurred interest expenses and other costs in connection with entering into this purchase agreement. The Purchaser further acknowledges that the above deposits are a fair and reasonable sum to compensate the Seller and is in no way or manner intended whatsoever to be a penalty. In the event the Seller is unable to convey title as provided for herein, the deposits paid hereunder shall be returned to the Purchaser, and thereupon all the parties hereto shall be relieved of all obligations hereunder. If any party defaults in any obligation undertaken by them hereunder, the other party shall have the right to seek specific performance by the other party of the terms of this Agreement. Liability of the Seller under this Agreement is limited to that set forth in this Paragraph 11. In no event shall the Purchaser have a lien upon the Cooperative property or unit.

12. NOTICES. Notices to either party shall be deemed as properly given when mailed by certified mail, return receipt requested, with sufficient postage affixed, addressed as follows:

For the Seller:

SUNSET VILLAGE, INC.
3401 Gandy Boulevard
Pinellas Park, FL 33781

For the Purchaser

13. RIGHT OF CANCELLATION. THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY THE BUYER OF ALL OF THE DOCUMENTS REQUIRED TO BE DELIVERED

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

14. MISCELLANEOUS.

a. It is acknowledged by the Purchaser that maps, brochures, sketches and scale models, if any, constitute advertising materials and shall not be construed as warranties or representations of matters requiring performances by the Seller. This Agreement is intended to represent the entire understanding of the parties and no agreements or representations, unless incorporated in this contract, shall be binding upon the parties.

b. The provisions of this Agreement shall survive the closing of this transaction.

c. It is hereby acknowledged by the parties that time shall be of the essence in connection with this entire transaction.

d. All pronouns and variations thereof shall be construed so as to refer to the masculine, feminine, neuter, singular or plural form thereof, as the identity of the person or persons, or as the situation may require.

e. This contract may not be assigned.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

PURCHASER

PURCHASER

SUNSET VILLAGE, INC.

BY: _____
Authorized Agent
Seller

PARCEL 1:

Farms 2 and 15 of PINELLAS FARMS, in Section 27, Township 30 South, Range 16 East, Pinellas County, Florida, according to the map or plat thereof recorded in Plat Book 7, page 4, of the public records of Hillsborough County, Florida, of which Pinellas County was formerly a part. LESS the North 30 feet, the West 25 feet and the South 25 feet of the West ½ of the Northeast 1/4 of the Northeast 1/4 of Section 27, Township 30 South, Range 16 East, Pinellas County, Florida.

AND

PARCEL 2:

Farms 17, 18, 31 and 32 in Section 27, Township 30 South, Range 16 East, in PINELLAS FARMS, as recorded in Plat Book 7, pages 4 and 5 of the public records of Hillsborough County, Florida, of which Pinellas County was formerly a part; LESS, however, that part of Farm 32 described as follows, heretofore deeded to the County of Pinellas for road right-of-way purposes:

Commencing at the East quarter corner of Section 27, Township 30 South, Range 16 East, as a Point of Beginning, run thence North 89°48'51" West, 70.61 feet along the East and West centerline of said Section; thence North 45°06'05" East, 100.31 feet to the East line of said Section; thence South 00°21'33" West along said East line, 71.03 feet to the Point of Beginning; being a part of Farm 32, PINELLAS FARMS SUBDIVISION, in Section 27, Township 30 South, Range 16 East, LESS the North 35 feet of the West ½ of the Southeast 1/4 of the Northeast 1/4 of Section 27, Township 30 South, Range 16 East, Pinellas County, Florida; also LESS right-of-way deeded to the State of Florida in Official Records Book 4199, page 1143, of the public records of Pinellas County, Florida; also LESS the South 5 feet of Farms 31 and 32 deeded to the City of Pinellas Park for road right-of-way purposes recorded June 20, 1988 in Official Records Book 6770, page 1791; TOGETHER WITH that portion of 15 foot wide vacated right-of-way adjacent to Farms 17 and 32 as vacated in that certain Resolution No. 88-21 recorded April 4, 1988 in Official Records Book 6712, page 1988, of the public records of Pinellas County, Florida.

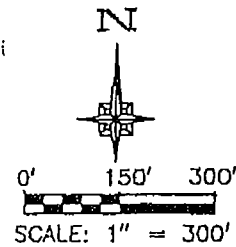
EXHIBIT "A"

AND

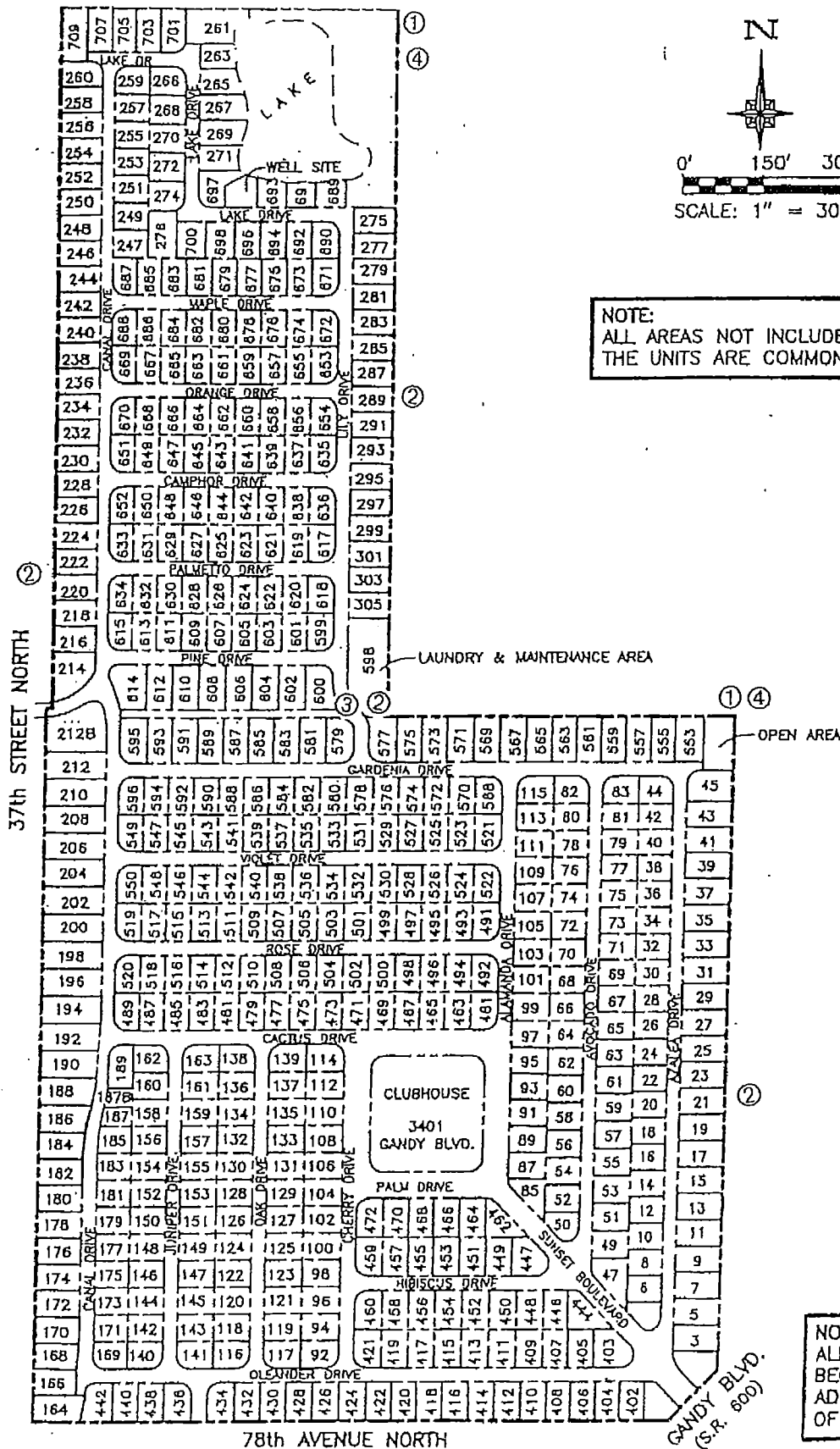
PINELLAS COUNTY FLA.
OFF. REC. BK 11735 PG 702

PARCEL 3:

The South 25 feet of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 27, Township 30 South, Range 16 East, Pinellas County, Florida, and the North 35 feet of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 27, Township 30 South, Range 16 East, Pinellas County, Florida, LESS right-of-way for 37th Street North.



NOTE:
ALL AREAS NOT INCLUDED IN
THE UNITS ARE COMMON AREAS.



COMMON AREAS:
Recreation Center is located at the end of the main entry to the Park and an existing one-story building having approximately 5,100 square feet. Laundry Facility is located on Lily Drive and an existing one-story building having approximately 672 square feet. Eight (8) Shuffleboard Courts are located on northwest of the Recreation Center. Swimming Pool is located west of the Recreation Center and is existing and approximately 20 feet wide by 50 feet long.

There are no limited common areas as designated in F.S. 719.102(30). All cooperative property other than the units are common area, reasonable restrictions may be placed for insurance and other reasons on certain common areas such as the maintenance buildings and storage areas.

EASEMENTS:

- ① - FPL easement
- ② - City of Pinellas easement
- ③ - State of Fla. Drainage easement
- ④ - Pinellas Water easement

NOTE:
ALL LOTS NUMBERS
BECOME A FIVE DIGIT
ADDRESS WITH A PREFIX
OF NUMBER 34.

SUNSET PALMS MOBILE HOME COMMUNITY PLOT PLAN

LLOVERAS, BAUR & STEVENS
ENGINEERS - SURVEYORS - PLANNERS
FLB 0000208
29228 U.S. HIGHWAY 19 N.
CLEARWATER, FLORIDA 33761
Phone: (727) 784-3965 Fax: (727) 784-8153

JOB No
2388