

CHARLES L. FILLER, JR.
GEOLOGICAL ENGINEER CONSULTANT
9105 LAKE LYNN DRIVE
SEBRING, FLORIDA 33870
(941) 655-1415
Fax: (941) 655-4009

ORIGINAL
FILE COPY

March 8, 1996

VIA FAX AND U.S. MAIL

Public Service Commission
Attn: Director, Division of Records and Reporting
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0873

RE: Docket No. 960144-WS; Request for exemption from Florida
Public Service Commission regulation for provision of water
and wastewater service in Highlands County by Pine Ridge Park

Enclosed is an original and four copies of all requested
information.

In reference to the above letter dated February 19, 1996 from Ms
Christine Tomlinson, Pine Ridge Park is a Recreational Vehicle (RV)
park and a Mobile Home Park (MH). Enclosed is a Lease pertaining
to the RV section of the park. This Lease states that there is no
separate charge for water and wastewater services.

The Mobile Home section of the park addresses the water and
wastewater issue a little differently. Enclosed is a copy of the
Lease pertaining to the MH section. The Prospectus (of which you
hold a copy) is given to the lessee once they have signed the
Lease. The Prospectus states that there is no separate charge for
water and wastewater services (see Section VII. Utilities, page 3).
Further, attached is a copy of the Summary of Ground Lease
Agreement which also states that Pine Ridge Park, Inc. pays all the
costs of utilities.

Also, as you requested enclosed is a copy of Exhibit A as
referenced by the Prospectus on page 4 (Park Rules and
Regulations).

If I can be of further assistance please call (941) 655-1415.

Sincerely,

Charles L. Filler, Jr.
CHARLES L. FILLER, JR.
GEOLOGICAL ENGINEER CONSULTANT

cc: Ms Christine Tomlinson, Public Service Commission
Mr. Ben Tucciarone

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LEASE

THIS AGREEMENT OF LEASE, made this _____ day of _____ between PINE RIDGE PARK, INC., hereinafter referred to as "Landlord", and _____ hereafter referred to as "Tenant".

1. PREMISES TERM: Landlord leases to Tenant the property, hereafter referred to as "Premises" located at _____, Lake Placid Florida 33852, which is more particularly described as Lot _____, PINE RIDGE PARK, commencing on the _____ day of _____, _____, and ending on the _____ day of _____, _____.

2. RENT: Tenant upon execution of this lease agrees to pay total rental of _____ without any deduction or prior notice at the offices of the Landlord, as follows:

Rent paid after 5:00 p.m. on the fifth (5th) day after the due date will include a late charge of \$10.00 PLUS \$2.00 for every day late there after. CASH WILL NOT BE ACCEPTED AT ANY TIME. If any check for rental is dishonored then Tenant agrees to pay Landlord the sum of \$10.00 for each check so dishonored and to replace said check with a Cashier's Check. An additional amount of \$ _____ shall be deposited by the Tenant as security with Landlord prior to the possession of the Premises. It is agreed that the Tenant will leave the Premises in as clean a condition as when they entered the property and will repair all damages to the property which occurred during the Tenant's period of possession. The damages, if any, shall be determined by the Landlord after a physical inspection of the property, once the premises are vacated by the Tenant. Any excess over and above the damages and cleaning costs shall be refundable to the Tenant, provided that Tenant has complied with all other provisions of the Lease and has completed the Lease Term. In the event that Tenant fails to comply with any other provisions of this Lease, including, but not limited to, the payment of all sums of rent due under this Lease and the successful completion of the term of this Lease, then the Landlord shall be entitled to retain said security deposit and apply it towards the unpaid rent. Tenant shall be responsible for any sales or use tax assessed by virtue of this Lease.

3. OCCUPANCY: The Premises shall be occupied by Tenant for residential purposes only, not to exceed maximum occupancy of _____ () person(s). The Premises may not be used for illegal, immoral or improper purposes. The maximum number of vehicles allowed shall be _____ () and there shall be no commercial vehicles parked upon the property or adjacent thereto.

4. ASSIGNMENT AND SUBLETTING: Tenant shall not assign the Lease, or sublet the Premises or any part thereof, or permit the Premises or any part thereof to be used or occupied by anyone other than Tenant.

5. REPAIRS: Tenant shall take good care of the Premises (yards and grounds) and maintain it in good order and condition.

All the above rents include water, sewer, household garbage removal and off-season lawn care, and electric meter reading charge.

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6. OBLIGATIONS OF TENANT:

A. Tenant shall be responsible to the extent not covered by Landlord's insurance for all conditions created or caused by the negligent or wrongful act or omission of Tenant.

B. Tenant, at all times during the tenancy, shall:

i.) Keep the Premises clean and sanitary.
ii.) Comply with all present and future laws, orders and regulations of Federal, State, County and municipal authorities which affect the use or occupation of the Premises.

iv.) NOT make any changes, alterations or improvements in or to the Premises without the Landlord's prior written consent.

v.) Comply with all existing and future rules and regulations for Pine Ridge Park - Recreational Vehicle Section.

7. DEFAULT:

A. If Tenant fails to keep any of Tenant's agreements mentioned in the Lease, other than Tenant's agreement to pay rent, or if Tenant engages in objectionable conduct, or if the Premises are damaged because of negligence or misuse by Tenant, a member of his family or other person on the Premises with his consent, then in any one or more of such events, Landlord may serve upon Tenant the seven (7) day notice referred to in Section 83.56(2), Florida Statutes, and if such default of Tenant has not been cured and corrected or objectionable conduct stopped within said seven (7) day period, then at the end of said seven (7) days, Landlord may at Landlord's option, either (i) terminate the Lease by serving upon Tenant a three (3) day notice of Landlord's election to do so, and upon the expiration of said three (3) days the Lease shall terminate and Landlord shall retake possession of the premises for his own account, or (ii) retake possession of the Premises for the account of Tenant, who shall remain liable to Landlord, and in either event Tenant shall give up the Premises to Landlord.

B. If Tenant shall make default in the payment of the rent, and such default shall continue three (3) days after the giving of the written three (3) day notice referred to in Section 83.56(3), Florida Statutes, Landlord may at Landlord's option, either (i) terminate the Lease, and retake possession of the Premises for his own account, or (ii) retake possession of the Premises for the account of Tenant, who shall remain liable to Landlord, and in either event Tenant shall give up the Premises to Landlord.

8. ATTORNEY'S FEES: In the event of litigation arising from the terms of this Agreement then the prevailing Party therein shall be entitled to reasonable attorney's fees so incurred by such other Party through all levels of trial and appeal.

NOTICE OF RULE CHANGE

TO: Residents of Pine Ridge Park
FROM: Pine Ridge Park, Inc.
RE: Rule Change
DATE: September 22, 1995

Pursuant to Rule 61B-32.002, Florida Administrative Code and Section 723.037, Florida Statutes, this shall serve as notice of a change in the rules for Pine Ridge Park (Mobile Home Section).

CHANGE IN RULES

The rules for Pine Ridge Park (Mobile Home Section) are modified to add rule 23 which shall read as follows:

Rule 23 Pets owned by homeowners shall stay within the designated pet areas within the Mobile Home Section and shall expressly not be taken or allowed to stray onto the RV section of Pine Ridge Park.

HOMEOWNERS RECEIVING THIS NOTICE

All homeowners of Pine Ridge Park (Mobile Home Section) are affected by this notice.

EFFECTIVE DATE

The matters noticed herein shall be effective on January 1, 1996.

*All pertain to
Mobile Home Section
of Pine Ridge Park,
Inc.*

PINE RIDGE MOBILE HOME PARK, INC.

By: *[Signature]*
As Its Agent

NOTICE OF RULE CHANGES

PINE RIDGE PARK, INC. does hereby notify the Residents of that certain Mobile Home Park, known as Pine Ridge Park, of amendments to the Pine Ridge Park Rules and Regulations.

Said amendments are as follows:

1. Paragraph six(6) of the Rules and Regulations of Pine Ridge Park is amended by adding the following language:

The club house, recreation hall, swimming pool, shuffleboard courts, bocce courts, and golf putting green facilities are maintained for the benefit of all Residents. Access and use of these facilities are for the sole enjoyment of the Mobile HOME Resident but not their guests.

2. Paragraph twenty-one(21) shall be amended to delete the following language:

There shall be a fee of two dollars(\$2.00) per day for each guest at the Park which will be assessed against the Resident of the Park who is the host of the said guest. This fee is for use of Park facilities, shuffleboard courts, horseshoe courts, pool, club house, recreation hall, bocce courts and golf putting green.

3. There shall be a paragraph twenty five(25) added to the Rules and Regulations which will read as follows:

Pine Ridge Park Mobile Home section is to be considered an all Adult Mobile Home Community fifty-five(55) and over. All Residents at his time under the age of fifty-five(55) are grandfathered and exempt from this rule.

PINE RIDGE PARK, INC

BY 

EXHIBIT A

PINE RIDGE PARK
RULES & REGULATIONS

The Management has taken all reasonable means to insure that your residency here will be safe, pleasant and enjoyable. This property is privately owned, and the Landlord is obligated to abide by all laws, Federal, State, and local, or to certain regulations of administrative bodies of the government. Many of the following Rules and Regulations are required by law, and other Rules and Regulations are for your safety, health, and welfare, as well as for the protection of the property rights of the Landlord. Consideration and courtesy to others together with your cooperation in maintaining your Mobile Home will help sustain the standards of PINE RIDGE PARK. Therefore, these following Rules and Regulations are for your guidance and observance.

1. The speed limit in the Park is 10 miles per hour and this limit should be observed by all vehicles. When children are known to be in the park, take extra precaution.
2. Rents are payable in advance, due on the first regular business day of the month. All rents must be paid within the first five regular business days of each month and any rent payment due shall be delinquent after the tenth day of the month, giving cause for eviction. All rents are to be paid at the park office, and no rent will be accepted over three months in advance, per Florida Statute §83.49. The Park Office is open for business as posted. At other times or in emergencies, contact the Park Owner.
3. It is important that we respect our neighbor's privacy and property. Disturbing noises are not allowed at any time. Quiet is required between 11:00 p.m. and 8:00 a.m. Television, radios, and stereos must be kept low at all times. Disorderly conduct, intoxication and profane language will not be tolerated. All persons causing a disturbance or being a nuisance may be required to vacate the Park.
4. No peddling, solicitation, or commercial enterprise shall be allowed in the Park unless deemed by Management to be a worthy cause or unless permitted by Florida Statute 723.054(3).

5. Only one very small housepet is permitted in the Park, and must be approved by Park Management. ALL PETS MUST BE REGISTERED WITH MANAGEMENT AND HAVE CURRENT LICENSE AND SHOTS. ALL pets must be kept in the house or when outside, must be accompanied by their owner and be properly leashed. No pets are to be tied outside and left unattended. No pet, which is noisy or dangerous enough to disturb a resident of the Park, may be kept. The owner of each pet must gather and dispose of it's waste and never permit it to create an unsanitary condition in the Park. Pets are not allowed in any of the Park's public areas. THE MANagements DECISION ON PETS WILL BE FINAL. Feeding or watering of stray animals is strickly prohibited. The Park Owner shall have the discretion to allow visiting dog to remain in the Park, a period not to exceed 24 hours.
6. The Club House facilities are maintained for the benefit for all residents. Access to these builings shall not be denied by Management, unless the property is abused or not kept clean after it's use by either individuals or committees.
7. All garbage must be placed in plastic bags which are tied at the tops. Trimmings from landscaping efforts, shall be placed in bags for removal, no dirt, please. Paper and magazines must be tied in bundles and cardboard boxes should be flattened to reduce the amount of space taken up in the truck. No batteries, petroleum products, or any other hazardous materials or toxic materials shall be placed with trash collection.
8. The sewage treatment plant is operated by the Landlord and its proper operation is important to all residents. The plant will not operate efficiently, if cigarette butts, sanitary napkins, fruit or other bulky items are thrown in toilets. The Mobile Home Owner is responsible for the maintenence of the water and sewer lines from ground up. Cigarette filters seriously impair the operation of the treatment plant.
9. The Park reserves a right-of-way (five feet wide) strip bordering all streets on which nothing may be planted or built. Please help to keep all areas neat and clean.
10. Automobiles must be parked in driveways and there should be no street parking. Repairing of motor vehicles in the Park is prohibited except for minor repairs such as tire changing, battery replacement, or

11. No trucks, RV's, or commercial vehicles will be allowed on lots or in driveways except commercial vehicles making deliveries or service calls for appliance or other repairs, provided that the Park Owner shall have the power to waive this provision where in his absolute discretion he deems it appropriate. Trucks, RV's or boat trailers must be parked in the area designated for that purpose. Boats must be parked within a carport or within the designated storage area for trucks and RV's.
12. Residents who leave the park for the summer or vacation will be held responsible for the condition of their lot while they are gone.
13. MANAGEMENT RESERVES THE RIGHT OF ACCESS ON TO ANY LOT AT ANY REASONABLE TIME FOR THE PURPOSE OF INSPECTION AND/OR MAINTENANCE.
14. All "For Sale or Open" signs must be no larger than 10" x 14" and must be placed in the front window of the mobile home. Only one (1) "For Sale or Open" sign will be permitted on the mobile home. The office must be notified if your mobile home is for sale. No "For Rent", "For Hire", or "Wanted" signs and no signs offering to perform any service or to sell any product shall be displayed in the Park.
15. No garage, porch, lawn, yard, or similar sales shall be conducted in the Park without Management's permission.
16. All mobile homes must be kept clean, free from mold and mildew. All tools, mowers, ladders, cement blocks and similar items shall be stored in the home or an approved shed. Storage of any kind is not allowed in any exposed area on your lot.
17. Sheds, steps porches, canopies and other exterior accessories must be approved by the management as to size material, location, and construction before installation.
18. As of June 4, 1984 all Mobile Homes coming into the Park must be set up with Carport, Utility Room, Screen Room, Sodded Lot, and Driveway.
19. Residents are requested to conserve water. Hand sprinkling only, no sprinkler systems tied into Park waterlines.

Any installation or reinstallation of TV antenna's must be strictly towers. Additionally, there shall be no Satellite Dishes or any like equipment allowed within the Park, unless the type, size and placement of same is approved by Park Owner.

21. ALL Guests must register with the office at time of arrival. All guests shall comply with all rules and regulations of the Park. The Host Resident shall be responsible for any breach of the Rules and Regulations by a guest. Additionally, the Host Resident shall be responsible for any and all damages caused by his guest and any fees accrued during his guest's stay at the Park. Any guest who shall fail, to register, as required above, shall upon request of Management remove themselves from the Park. No guest of a resident shall be allowed to remain in the Park, if the Park Resident remains continuously absent from the Park for a period in excess of twenty-four hours. There shall be a fee of two dollars \$2.00 per day for each guest at the Park, which will be assessed against the Resident of the Park who is the host of said guest. This fee is for use of Park facilities, shuffleboard courts, horse-shoe courts, pool, etc.
22. All lots shall be properly maintained by the Resident. This shall include an obligation to keep the exterior of all living units in a clean and mildew free condition. to properly care for roofs, gutters, downspouts and exterior building surfaces and to keep all trees, shrubs, grass, walks and any other landscaping or other exterior improvements trim and neat in appearance. In the event a Resident shall fail to maintain the exterior of his lot or living unit in accordance with the above, then after 10 days notice to the Resident the Park Owner shall have the ability to come upon the leased premises and perform such maintenance as is required. The Park Owner shall then charge the tenant with the cost of said maintenance which shall be based upon the rate for man hours and equipment posted in the Park Office at the time of rendering service. For the purpose of performing the exterior maintenance authorized by this rule, the Park Owner shall have the right to enter upon any lot or exterior in any living unit at any reasonable time provided the park owner shall not in the performance of these functions unreasonably interfere with the mobile home owner's quiet enjoyment of the lot and the park owner shall not there-by be deemed guilty of trespassing for such entry.

23. ALL lots shall limit their consumption of water to 3000 gallons per month. There shall be no borrowing of water from one mobile home to another. In addition, the right of use of water shall not be cumulative from one month to month. Each lot owner shall be responsible for all water used on his lot, even if used by another mobile home owner, each mobile home owner is therefore cautioned to secure their water supply from use by others during periods of absence from the Park. So as to assure accurate determination of water consumption, there shall be no tampering with lines or meters.

24. There shall be no use of skateboards or any other similar form of property within the park.
There shall be no playing with balls or frisbees in the pool area.
There shall be no operating of motorized vehicles (including ATC's, Mopeds, ETC.) by any person who does not have a driver's license.

PINE RIDGE PARK, INC.

BY 

AS IT'S PRESIDENT

**RENTAL AGREEMENT
FOR MOBILE HOME PARK LOT**

I. PARTIES: This rental agreement is made on January 1, 1994, between PINE RIDGE PARK, INC., hereafter "Park Owner", and _____, hereafter "Resident". The Park Owner agrees to lease to the Resident and the Resident agrees to lease from the Park Owner the mobile home lot described in Paragraph II (Premises) according to the following terms:

II. DESCRIPTION OF PREMISES: The Premises are described as Lot _____ in the Park Owner's mobile home park, PINE RIDGE PARK, located at 303 State Road 70 East, Lake Placid, Florida 33852.

III. TERM OF RENTAL AGREEMENT: The rental agreement shall be for a term of 12 months (months/years). The term shall commence on January 1, 1994, and terminate on December 31st, 1994.

IV. RENT: The base rental amount for the Premises is \$1800.00, payable in monthly installments of \$150.00 each, and payable in advance on the 1st day of each month. In addition, the following charges may apply: * Late charges (to be charged on any rental paid after the 5th of the month) of \$5.00; * bad check charges (per check returned by the mobile home owner's bank in addition to accrued late fees and fees charged by the bank for returned checks) of \$20.00; * additional occupant fee of \$40.00; * guest fee of \$2.55 per person, if applicable would result in a lot rental amount of \$455.00 per day. The initial installment of rent shall be due on January 1, 1994. The Resident shall pay the rent promptly when due to the Park Owner or the Park Owner's agent at the Park Office or another place designated by the Park Owner in writing.

* to be charged only if applicable

During the term of this lease, the park owner may increase the rental solely for governmental and utility charges.

V. USE OF PREMISES: The Premises shall be used for the placement of a mobile home owned by the Resident. Other installations may be permitted on the Premises only as otherwise permitted in this Rental Agreement or in the Park Rules. The mobile home placed on the Premises shall be used as a residence for a single family, with uses normally incident to residency. The Resident shall comply with current and future Park Rules concerning the use of the Premises.

VI. ACCESSORY STRUCTURES: The Resident shall obtain the Park Owner's approval of all accessory structures and equipment to be installed on the Premises prior to installation and the Park Owner shall not unreasonably withhold approval. The Resident shall comply with Park Rules that regulate the types and manner of installation of accessory structures and equipment to be used in the Park. Accessory structures and equipment may be acquired from a vendor of the Resident's choosing.

VII. COMMON PARK FACILITIES: The Park contains certain facilities for the common use of all residents. The following facilities shall be provided to the Resident during the period of tenancy provided for in the Agreement: Administrative Center, Laundry, Swimming Pool, Assembly Hall, Shuffleboard Courts (2), Horseshoe Courts (2). The Park Owner is responsible for providing and maintaining the physical improvements in these common facilities in good working order and condition.

VIII. PARK RULES AND REGULATIONS: The Park Owner shall promulgate fair and reasonable Park Rules and Regulations for maintenance of mobile homes, accessory buildings or structures, and other improvements, for use and maintenance of permanent buildings and facilities, and for conduct throughout the park. The purpose of the Park Rules and Regulations is to preserve the finest quality of operation and atmosphere for the convenience and enjoyment of Park residents. The Resident acknowledges receiving a copy of the current edition of the Park Rules, which are attached to and incorporated in his Agreement.

IX. MODIFICATION OF CURRENT PARK RULES AND COMMON FACILITIES: The Park Owner may amend, modify, add to, or delete any rules, services, equipment, and physical improvements of the Park for any nonarbitrary and noncapricious reason. The Resident

may present written suggestions for changes for the Park Owner's consideration. No amendment, modification, addition, or deletion shall take effect before ninety (90) days' written notice is delivered by the Park Owner to the Resident and to all other residents of the Park.

X. TRANSFER OF MOBILE HOME: Resident may transfer any interest in the Resident's mobile home while it is located on the Premises if the Resident gives the Park Owner written notice ten (10) days in advance of closing the transfer.

XI. PRIOR APPROVAL OF MOBILE HOME PURCHASER: If the Resident at any time intends to sell a mobile home placed on the Premises and if the mobile home will remain on the Premises after sale, the Resident shall obtain proper approval of the prospective purchaser from the Park Owner. The Park Owner will approve a purchaser who, as a prospective resident, has the financial ability to pay the rent and charges of the Park unless the Park Owner reasonably determines that the purchaser is not likely, based on prior tenancies held by the purchaser to comply with the Park Rules and the requirements of tenancy in the Park. If the Park Owner rejects a purchaser as a prospective resident, the Park Owner shall inform the Resident in writing of the reasons for the rejection.

XII. SUBLEASE OR ASSIGNMENT OF LOT: The Resident must obtain prior written approval from the Park Owner before subletting or assigning all or any portion of the Premises or the Resident's interest in the Premises. The Park Owner shall not unreasonably withhold approval of a sublease or assignment, if the proposed sublessee or assignee is to be the purchaser of the mobile home on the lot. Approval may be withheld if the Park Owner reasonably determines that a prospective resident, based on prior tenancies, is not likely to comply with the Park Rules and the requirements of tenancy in the Park.

XIII. NOTICE OF INTENT TO VACATE: If the Resident intends to vacate the Premises for any reason with legal cause, including the failure of the Park Owner to perform any contractual or statutory duties, the Resident shall give the Park Owner at least thirty (30) days' advance written notice of the intent to vacate.

If the Resident has decided not to renew this Agreement, the Resident must give the Park Owner thirty days' advance written notice before nonrenewal. However, the Resident may negotiate with the Park Owner on the terms of a succeeding lease if a lease is not renewed.

XIV. EVICION OF RESIDENT: The Park Owner may terminate this Agreement and evict the Resident only for the following reasons, except as provided in this Paragraph:

A. Nonpayment of lot rental amount when due if default continues for five (5) days after the Park Owner delivers to the Resident written demand for payment.

B. Conviction of a violation of a federal, state, or local law if the violation is detrimental to the health, safety, or welfare of other residents in the Park.

C. Violation of a duly promulgated Park rule, provision of this Agreement, or law found by a court to have been an act that endangered the safety of the Park, the life, safety, or property of the occupants, or the peaceful enjoyment of the Park by the occupants. The Resident shall have seven (7) days to vacate the premises from the date that the Park Owner delivers a notice to vacate.

D. A second or subsequent violation of the same duly promulgated Park rule, provision of this Agreement, or law occurring within twelve (12) months. Eviction on this ground shall occur only after the Park Owner has given the Resident written notice within thirty (30) days of the first violation, specifying the actions of the Resident that caused the violation, and the Resident has had seven (7) days to correct the noncompliance. The Park Owner shall give the Resident written notice of the grounds on which the Resident is to be evicted at least thirty (30) days before the date on which the Resident is required to vacate.

E. Failure of the purchaser of a mobile home situated in the Park to qualify as, and to obtain approval to become, a resident.

Every notice required by this paragraph must be delivered by certified or registered mail, return receipt requested. The notice must be addressed to the Resident at the last known address. The Park Owner shall file an eviction proceeding as required by law with the court in Highlands County to remove the Resident or the Resident's mobile home from the Park.

XV. DELIVERY OF NOTICE: Any notice required under this Agreement shall state the specific facts for the reason or reasons for the notice and shall be personally delivered or mailed to the party at the address stated in Paragraph I, above, unless another address has been designated. However, any notice relating to the eviction of the Resident shall be given as specified in Paragraph XVII of this Agreement. Each party shall immediately notify the other of any change of address.

XVI. COMPLIANCE FOR ENTIRE TERM AND SURRENDER OF PREMISES: The Resident shall pay the rent for the full term of this Agreement and use the Premises only in the manner contemplated under this Agreement and the Park Rules. The Resident shall surrender the Premises, on termination of this tenancy, in the same condition as received.

XVII. INDEMNIFICATION: The Resident agrees to indemnify and hold the Park Owner harmless from liability for any occurrences on the Premises and under the immediate control of the Resident or arising out of any action perpetrated, with or without intent, by the Resident and without complicity of the Park Owner.

XVIII. APPLICABLE LAW: This tenancy is governed by the Florida Mobile Home Act, Chapter 723, Florida Statutes.

XIX. NOTICE OF ZONING: The Park is located on land that has been zoned for mobile home purposes by the Highlands County Board of County Commissioners. As of the date this Agreement is executed, the Park Owner has no knowledge of any plans to change the use of the Park. The Park Owner shall notify the Resident in writing of any future application for changes in the zoning of the Park within ten (10) days after filing for the change with the Highlands County Board of County Commissioners through its agent, the Highlands County Planning and Zoning Department. The Park Owner owns a Recreational Vehicle Park which shares certain common areas with the Mobile Home Park. The Park Owner may apply for a different zoning as to portions of said Recreational Vehicle Park, but said application will not apply to any portion of the Mobile Home Section.

XX. ATTORNEYS' FEES: In the event of litigation arising from the terms of this Agreement then the prevailing party therein shall be entitled to reasonable attorney's fees so incurred by such party through all levels of trial and appeal.

XXI. CONDITION TO TENANCY: Prior to occupying the above property the Resident shall install the following improvements upon the property: Carport; Utility Room; Screen Room; Sodded Lot; TV Tower (if Resident desires to have antenna).. Each of the foregoing shall be approved by Park Owner before installation. This provision shall not apply to any tenancy created before June 4, 1984.

Dated: _____

Witness _____

Witness _____

Witness _____

Witness _____

PINK RIDGE PARK, INC.

By: Benedetto Tucciarone,
as its President

Resident

Resident

GROUND LEASE

SUMMARY OF GROUND LEASE AGREEMENT

PINE RIDGE PARK, INC., has a ground lease with BENEDETTO TUCCIARONE and BRIGITTA TUCCIARONE, allowing use of the property as a Mobile Home Park.

The term of the lease is for a period of one (1) year. Said lease being extended on a year to year basis. BENEDETTO TUCCIARONE and BRIGITTA TUCCIARONE, are the sole shareholders of PINE RIDGE PARK, INC.

The lease requires PINE RIDGE PARK, INC., to pay all costs of maintenance, utilities, taxes, insurance and an agreed upon rental.