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FORM 5
PAGE 1 OF 2

APPLICATION FOR LANDLORD-TENANT EXEMPTION
SECTION 367.022(5), FLORIDA STATUTES
RULE 25-30.060(3)(e), FLORIDA ADMINISTRATIVE CODE

ORIGINAL
FILE COPY

NAME OF SYSTEM: CASA DEL MAR ESTATES MOBILE HOME PARK

PHYSICAL ADDRESS OF SYSTEM: 29200 Jones Loop Road
Punta Gorda, Florida 33950

MAILING ADDRESS (IF DIFFERENT): 3000 Gulf to Bay Blvd., 6th Floor
Clearwater, FL 34619

COUNTY: Charlotte

PRIMARY CONTACT PERSON:

NAME: Stockton Alloway/ Wilder Corporation

ADDRESS: 3000 Gulf to Bay Blvd., 6th Floor

ACK _____ Clearwater, FL 34619

AFA _____ PHONE #: (813)- 799-2111

APP _____
CAF _____ NATURE OF APPLICANT'S BUSINESS ORGANIZATION: (CORPORATION,
PARTNERSHIP, SOLE PROPRIETOR, ETC.) Corporation

CMU _____
CTR _____ I believe this system to be exempt from regulation of the
EAG _____ Florida Public Service Commission pursuant to Section 367.022(5),
Florida Statutes, for the following reasons:

LEG Edmonds

LIN _____ 1. The landlord will provide utility service solely to its
OPC _____ tenants.

RUH _____ 2. Charges for service are non-specifically contained in
SEC 1 rental charges.

WAS Celan 3. The system provides (CHOOSE THE ONE THAT IS APPLICABLE):
OTH _____ Water service only _____
Wastewater service only _____
Both X

DOCUMENT NUMBER-DATE
11786 NOV 21 88
FPSC-RECORDS/REPORTING

APPLICATION FOR LANDLORD-TENANT EXEMPTION

4. The service area is located at: 29200 Jones Loop Road,
Punta Gorda, FL 33950

5. A copy of the landlord's most recent version of a standard lease or rental agreement is attached to this application.

I am aware that pursuant to Section 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in S. 775.082, S. 775.083, or S. 775.084.

THOMAS L. MERRELL
(Applicant please type or print)

11/17/94
(Date)

Thomas L Merrell
(Signature)

Asst Secy
(Title)

When you finish filling out the application, the original and two copies of application and lease or rental agreement should be mailed to: Director, Division of Records and Reporting, Florida Public Service Commission, 101 East Gaines Street, Tallahassee, Florida 32399-0850.

CASA DEL MAR ESTATES MOBILE HOME PARK
LEASE AGREEMENT

THIS LEASE, made and entered into on this _____ day of _____, 19____, by and between CASA DEL MAR ESTATES MOBILE HOME PARK hereinafter "LANDLORD", and _____ hereinafter "TENANT"

W I T N E S S E T H:

That in consideration of the rent, covenants and agreements to be kept by TENANT hereunder, LANDLORD does hereby lease to TENANT the following described property:

Lot No. _____ at CASA DEL MAR ESTATES MOBILE HOME PARK, which has a street address of 29200 JONES LOOP ROAD, PUNTA GORDA, FL 33950.

The tenancy created pursuant to this Agreement is subject to the terms and conditions set forth in the Park Prospectus, to which a copy of this Lease Agreement is attached as an exhibit and made a part thereof, and to the terms and conditions specifically understood and agreed to as hereinafter set forth;

1. This is a bona fide offer to lease for a specified term upon the same terms and conditions as leases offered to other Tenants in the Park, excepting only rent variations based upon lot location, lot size or other factors specified in the Park Prospectus.

2. This Lease Agreement is governed by Chapter 723, Florida Statutes.

3. The term of this Agreement shall be for a period of one (1) year, commencing on the _____ day of _____, 19____, and expiring on the _____ day of _____, 19____. The rental for said term shall be the sum of _____ Dollars (\$_____), payable upon execution of the Lease. TENANT covenants with LANDLORD to pay said rent in monthly payments of _____ Dollars (\$_____), each, on or before the first day of each and every month for the said term; the first payment to be made on the _____ day of _____, 19____. All rental payments shall be made to LANDLORD at the CASA DEL MAR ESTATES MOBILE HOME PARK manager's office. Pursuant to the Park Rules and Regulations and as set forth therein, a late charge will be assessed for each monthly installment of rent not received by LANDLORD by the fifth of the respective month, and an additional late charge for each additional day thereafter shall also be charged until the delinquent rent and all penalties have been paid in full.

4. TENANT may also be required to pay out during the Lease term the following additional charges as set forth in the Park

prospectus for which the current dollar amounts, for those charges presently in effect, are as follows:

\$ _____	Security Deposit
\$ _____	Late Fee
\$ _____	Entrance Fee [no entrance fee shall be charged by the Park Owner to the purchaser of a mobile home situated in the Park that is offered for sale by a resident of the Park]
\$ _____	Return Check Fee
\$ _____	Default Maintenance Fee
\$ _____	Ordinance Violation Fee
\$ _____	Lot Preparation Fee
\$ _____	Additional Occupant Fee
\$ _____	Pet Fee
\$ _____	Lawn Maintenance Fee
\$ _____	Storage Fee
\$ _____	Pest Control Fee
\$ _____	Washing Machine Fee [for water usage only]
\$ _____	Water Rates
\$ _____	Electrical Utility Rates
\$ _____	Utility System Transfer Fee
\$ _____	Impact Fee
\$ _____	Sale, Excise or Tourist Tax
\$ _____	Lot Improvement Fee
\$ _____	Property Taxes
\$ _____	D.B.R. Prospectus Filing Fee
\$ _____	D.B.R. Annual Filing Fee
\$ _____	H.R.S. Permit Filing Fee

5. The term "Pass-Through Charges" means the Mobile Home Owner's proportionate share of the necessary and actual direct costs and impact or hook-up fees for a governmentally mandated capital improvement, which may include the necessary and actual direct costs and impact or hook-up fees incurred for capital improvements required for public or private regulated utilities. As of the time of filing this Prospectus, no Pass-Through Charges are presently imposed in the Park. However, the Mobile Home Owner is responsible for Pass-Through Charges and the Park may pass through to each Mobile Home Owner equally on a pro-rata basis any cost which meets the above statutory definition of Pass-Through Charge.

6. The present services included in the monthly base rent charge, which services are subject to change, include refuse collection, reasonable use of Park facilities pursuant to the Park Rules and Regulations, maintenance of common use areas, lot lawn mowing, water for lot lawn sprinkling, water and sewer service, and storm drainage service. In the event Charlotte County so requires the Mobile Home Park and the Mobile Home Owners therein to connect to and use county water and sewer services, all costs of such services and initial tap fees, assuming costs may increase from time to time, shall be charged to the Mobile Home Owners.

7. TENANT agrees to abide by all Rules and Regulations contained in the Park Prospectus, and agrees that said Rules and Regulations, as from time to time amended, are covenants and provisions of this Lease and are reasonable and necessary for the proper and efficient operation of the Park and for the health, safety, and peaceful enjoyment of the residents of the Park. TENANT also agrees to abide by all provisions of the Prospectus, this Agreement, and all applicable laws.

8. LANDLORD and TENANT agree that the Park Rules and Regulations may be changed, promulgated or amended from time to time as provided in the Prospectus. LANDLORD agrees that the Rules and Regulations will not be changed, promulgated or amended without written notification to TENANT at least ninety (90) days in advance of such change.

9. TENANT covenants that he shall use the premises leased hereunder solely for residential purposes, and that if, at any time, more than two (2) occupants reside in TENANT's mobile home, TENANT shall pay the additional occupant fee provided for herein as set forth in the Park Rules and Regulations.

10. TENANT shall be entitled to renew this Agreement for an additional period of one (1) year and for an additional one (1) year period(s) thereafter subject to any increases in rental or other charges as set forth herein and in the Park Prospectus, provided TENANT has not breached any of the terms, covenants, or conditions of this Agreement, the Park Prospectus, the Park Rules and Regulations or Chapter 723, Florida Statutes.

11. LANDLORD may increase the amount of rental or other charges as provided in the Park Prospectus, by giving TENANT at least ninety (90) days written notice in advance of the increase. TENANT agrees to pay in addition to the fees and charges herein, a pro-rata share of any such increase in rental fees or other charges, as set forth in the Park Prospectus.

12. TENANT shall not assign this Lease, nor any interest therein, and shall not sublet the leased premises or any part thereof nor allow any other person to use or occupy the leased premises without the express written authorization and consent of LANDLORD. A consent by LANDLORD to one assignment of the Lease or subletting of the leased premises shall not be deemed to be a consent to any subsequent assignment or subletting, and shall not constitute a waiver of LANDLORD's rights herein. Any assignment or subletting without LANDLORD'S consent shall be void, and shall constitute a violation of this Agreement.

13. No party purchasing a mobile home in the Park from TENANT shall have any right to the lot on which the home is located nor any interest in this Lease unless approved by LANDLORD. If approved such purchaser may become a resident of the Park and shall be entitled to assume the remainder of the Lease subject to an increase in rental upon expiration of the Lease as disclosed in the

Prospectus. Failure of the purchaser to obtain approval to become a Tenant shall be grounds for purchaser's eviction.

14. Pursuant to Chapter 723, F.S. and as set forth in the Park Rules and Regulations, LANDLORD may evict TENANT for nonpayment of the Lot Rental Amount; conviction of a violation of a federal or state law or local ordinance, which violation may be deemed to be detrimental to the health, safety or welfare of other residents of the Park; violation of this Lease Agreement or any Rule or Regulation, which violation is deemed to have endangered the life, health, safety, property, or peaceful enjoyment of the Park or its residents; or a change in the use of the land comprising the Park or a portion thereof, provided the statutory requirements of Chapter 723, Florida Statutes, are followed.

15. LANDLORD may evict TENANT for the first violation of any provision of this Agreement or any Rule or Regulation when such violation is an act which endangered the life, health, safety, property, or peaceful enjoyment of the Park or its residents, or for any second violation of the same provision of this Agreement or the same Rule or Regulation within twelve (12) months. TENANT will be notified in writing within thirty (30) days of the first violation specifying the action of TENANT causing the violation, and giving TENANT the required statutory period to correct the noncompliance.

16. TENANT agrees to quit the premises and deliver to the LANDLORD said premises at the end of this Lease or upon eviction from the Park in as good condition as they are now in (ordinary wear, decay and damage by the elements excepted). If TENANT fails to voluntarily vacate the premises after termination, LANDLORD may bring an action for possession in the appropriate court and TENANT agrees to pay all costs, expenses and reasonable attorney's fees thereby expended or incurred by LANDLORD.

17. In the event LANDLORD incurs attorney's fees, costs and/or expenses for TENANT'S violation of this Lease or any Park Rule or Regulation, then, in such event, TENANT shall become liable for all reasonable attorney's fees and costs incurred by LANDLORD, including, but not limited to, trial, appellate, bankruptcy and administrative proceedings.

18. The name and address of LANDLORD or the persons authorized by LANDLORD to receive notices is Mr. Thomas L. Merrell. All such notices and demands shall be addressed to 3000 Gulf-to-Bay Boulevard, Sixth Floor, Clearwater, Florida, 34619. Any notice by LANDLORD to TENANT shall be mailed or delivered to TENANT at TENANT'S Park address.

19. This Lease shall be binding upon, and inure to the benefit of, LANDLORD and TENANT, and their respective heirs, personal representatives, successors and assigns.

20. Where used herein, the singular shall be deemed to include the plural and vice versa, and the masculine to include the feminine and the neuter and vice versa.

21. In the event any section, paragraph or part thereof of this Agreement is held unenforceable by any court, this Agreement shall be deemed to have been executed by the parties hereto with such sections, paragraphs or parts thereof not having been included herein, and the remainder of the Agreement shall remain valid and not void thereby.

22. TENANT understands that this Agreement, the Park Prospectus, and the Park Rules and Regulations represent the entire understanding of the parties with respect to the subject matter hereof. They supercede all prior or contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written. No termination, revocation, waiver, modification or amendment of this Agreement shall be binding unless in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals this ____ day of _____, 19__.

WITNESSES:

CASA DEL MAR ESTATES MOBILE HOME PARK

As to Landlord

By: _____
Its Authorized Representative

WITNESSES:

As to Tenant

TENANT

As to Tenant

TENANT