

Dkt # 95035-WS

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

NAME OF SYSTEM: ~~Capital~~ Sunny Acres Mobile Home Park

PHYSICAL ADDRESS OF SYSTEM: 5210 14th St. West (Office)
Bradenton, FL, 34207

MAILING ADDRESS (IF DIFFERENT): _____

COUNTY: Manatee

PRIMARY CONTACT PERSON:

NAME: Bruno Lafrenz

ADDRESS: P.O. Box 494
Anna Maria, FL, 34216

PHONE #: 778-4102 & 758-0006 (Area 941)

NAMES OF OWNER(S): Bruno Lafrenz

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

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

1. The landlord will provide utility service solely to its tenants.
2. Charges for service are non-specifically contained in rental charges.

3. The utility services provided are:
 Water Yes (Yes or No) Wastewater Yes (Yes or No) county sewer
 county water
 For utility service not provided, state how handled: _____

DATE

12/05 DEC-48

APPLICATION FOR LANDLORD-TENANT EXEMPTION

4. The service territory is located at: ~~_____~~
5210-14th St. West (Swane Acres M.H.P.)
5. Attached is a copy of the landlord's most recent version of a standard lease or rental agreement.

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.

11-28-95
(Date)

Bruno Lafrenz
Applicant's Signature **

Bruno Lafrenz
Applicant's Name (Typed or Printed)

Owner
Applicant's Title

** If applicant is not the Owner of property for which the exemption is being requested, a Letter of Authorization from the Owner must be attached to application.

When you finish filling out the application, the original and four copies of application and lease or rental agreement should be mailed to:

Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

THIS RENTAL AGREEMENT, made and entered into on this 1ST day of JUNE, 1995, by and between MC BROOK hereinafter referred to as LANDLORD, and EDWARD EMCHD, hereinafter referred to as TENANT.

WITNESSETH: That in consideration of the lot rental, covenants and agreements to be kept and performed by tenant hereunder, landlord demises to tenant and tenant leases from landlord the premises subject to the terms and conditions as herein-after set forth.

1. It is specifically understood and agreed by and between the parties hereto that this is a bona fide offer to lease for a specified term upon the same terms and conditions as rental agreements offered to other tenants in the Park, expecting only lot rental variations based upon lot location and size.

2. It is specifically understood and agreed by and between the parties hereto that Chapter 723, Florida Statutes, governs this Rental Agreement.

3. Landlord hereby leases to Tenant for installation thereon of Tenant's mobile home the certain property described as Lot Number 77, to be occupied solely as a private dwelling only by Tenant and Tenant's family, consisting of TWO adult(s) and no child(ren). In no event shall the total number of occupants exceed that permitted by this Agreement, Rules and Regulations of the Park, or applicable laws.

4. The term of this rental agreement shall be for a period of one year, commencing on the 1ST day of JUNE, 1995, and terminating on the 31ST day of DEC., 199.

5. Tenant's Financial Obligations -

RENT:

\$ 16.800, per month, payable in advance from the first (1st) to the Fifth (5th) day of each month. All rental payments are payable to:

SPECIAL USE FEES:

In addition to the rental amount, the Tenant agrees to pay the following fees or charges:

- a. Water and sewer service for each individual over two (2) that occupies a home \$ 10.00 per month.
- b. Lawn maintenance. \$ 5.00 per moving. During the times when the Tenant is not occupying his or her Mobile Home the Park management takes care of the lawn on a no charge basis.
- c. Late rent charge \$ 5.00 penalty, plus \$ 1.00 per day thereafter.
- d. Return check charge, \$ 15.00.
- e. Vehicle storage fee. \$ -0- per month or \$ 10.00 per year.
- f. Entrance fee \$ -0-.
- g. Pet fee \$ -0- per month or \$ -0- per year.
- h. Pest control fee. \$ -0- per month or \$ -0- per year.
- i. Special service fee \$ 20.00 per hour with minimum of \$ 20.00.

- j. Special use fee, \$ -0- per use.
 - k. Cable TV fee, \$ -0- per month or \$ -0- per year.
 - l. Antenna repair fee, \$ -0-.
 - m. Educational or entertainment fee, \$ -0- per month or \$ -0- per year.
 - n. Security deposit, \$ -0-.
 - o. Installation charges, \$ -0-.
 - p. Fire district fee, \$ -0- per month or \$ -0- per year.
 - q. Ambulance district fee, \$ -0- per month or \$ -0- per year.
6. The Landlord may raise the amount of rent and special use fees and other charges annually, effective the _____ day of _____, 19____. The Landlord will furnish at least ninety (90) days advanced notice to a Tenant of any increase in rent or other fees and charges. Pass-through charges may be increased more often than annually. Rent and other fees and charges, and increases in rent and other fees and charges will be determined in the manner disclosed in the Prospectus. The increased rent or other fees or charges shall automatically become a part of the rental agreement upon renewal unless the Tenant shall advise the landlord or Management in writing, thirty (30) days prior to the expiration of the current term of Tenant's intention to vacate the premises and not enter into a new term.
7. The services included in the lot rental are operation and maintenance of the recreation hall, and lawn care of each individual lot, when not in occupancy. All other services are on a fee-paid basis, and are the resident's sole responsibility.
8. The Tenant agrees to abide by all Rules and Regulations of the landlord, a copy of the current Rules and Regulations being attached hereto and being incorporated herein by reference. The parties hereto agree that said Rules and Regulations may be amended from time to time, those amendments being reasonable and necessary for the proper and efficient operation of the park and for the health, safety and welfare of the residents of the park. The parties hereto agree that the rules and regulations will not be changed without written notification to the Tenant at least ninety (90) days prior to implementation of such change, in accordance with procedures prescribed by Chapter 723, Florida Statutes.
9. Tenant shall not assign this Rental Agreement, or any interest therein, without the specific, written consent of the landlord. Any assignment without landlord's consent shall be void, and shall constitute a default by Tenant under this Rental Agreement.
10. Tenant shall not sublet the leased premises or any part thereof, or allow any other person or persons to occupy or use the leased premises, unless especially permitted by the Park Management.

11. Landlord may evict Tenant for:
 - a. non-payment of rent.
 - b. conviction of a violation of federal or state law or local ordinance, which violation may be deemed detrimental to the health, safety, or welfare of the other residents of the park;
 - c. Violation of a park rule or regulation, this rental agreement or Chapter 723, Fl.Statutes, as prescribed by paragraph 723.061 (1)(c). Florida Statutes;
 - d. a change in the use of land comprising the mobile home park or portion thereof;
 - e. failure of the purchaser of the mobile home situated in the park to be qualified as and obtain approval to become a Tenant, such approval being required by the rules and regulations attached hereto.
12. The parties agree that if the landlord determines that the Tenant is to be evicted for violating the rules and regulations of the park, landlord will deliver written notice of the grounds upon which Tenant is to be evicted, at least thirty (30) days prior to the time Tenant is to vacate the premises.
13. If the Tenant shall fail to pay the rent or any other fee, charge or assessment specified herein at the time and manner stated, or fails to keep and perform any of the other conditions or agreements of this Rental Agreement, the landlord may, at his option, terminate this Rental Agreement and all rights of the Tenant hereunder, at which time the Tenant agrees to vacate the premises. If the Tenant fails to voluntarily vacate the premises after termination, the landlord may bring an action for possession in the county court and Tenant agrees to pay all costs, expenses and reasonable attorney's fees which shall be incurred or expended by landlord.
14. The name and address of the person authorized by the landlord to receive notices is the park manager: Mr. Martin Brohi.
5110 - 14th St. West, Capital Mobile Home Park
lot # 29
Bradenton, Florida, 33507 tele:(813)755-4134.
Any notice by landlord to Tenant shall be mailed or delivered to Tenant at Tenant's address in the park or by posting the notice on the door of the Tenant's mobile home.
15. The rights of the landlord contained herein are cumulative, and failure of the landlord to exercise any right shall not operate to forfeit any rights of the landlord. No waiver by the landlord of any condition or covenant shall be deemed to constitute or imply a further waiver of any other conditions or covenants.
16. The landlord shall have the right to look to the Tenant for payment of all rental amounts and sums due under this lease, and in the event of the death of the Tenant, it is hereby agreed between the landlord and Tenant that the landlord shall have a bona fide claim against the estate of the deceased Tenant for the payment of any sums due and owing under this lease, and that obligation shall ensure to the personal representatives, heirs and/or beneficiaries of said tenant's estate. Under no circumstances, however, shall any successors in interest in the Tenant's mobile home, after the Tenant's death, be entitled to tenancy in the mobile home park, unless such successor has made independent and separate arrangements for tenancy with the landlord. The successor must qualify with the requirements for entry into the park under the park rules and regulations and must be approved in writing by the landlord.

17. This Mobile Home Park is zoned R-4B. The zoning authority is Manatee County. There are no definite future plans for changing the use of the land comprising the Mobile Home Park or any portion thereof.
18. A purchaser of Tenant's mobile home must qualify with the requirements for entry into the Park under the Park Rules and Regulations, and must be approved in writing by the Park Management.
19. In the event that during the term of this Rental Agreement any portion of the premises is condemned by any public entity, including federal, state or local governments or public or private utilities having such lawfully established power, Tenant shall have the right to terminate this Rental Agreement as of date of taking; however, in no event shall Tenant be entitled to or have any right in the proceeds awarded to landlord in such proceeding. Landlord agrees to pro rata any rent received by landlord from Tenant as of the date of taking as long as the Tenant is in full compliance with the Rules and Regulations and the payment of rent and charges as set forth herein.
20. Damage or Destruction. If, at any time during the term of this lease, Resident's mobile home or other improvement is damaged or destroyed by fire, storm or other casualty, then Resident may, at Resident's option either
 - a. repair, restore or replace the mobile home or other improvement so that the repaired, restored or replaced mobile home or other improvement complies with all Park Rules and Regulations and required approvals of the owner, or
 - b. remove all debris and take all other action required to render the premises fully tenantable for another mobile home and terminate this lease as of the last day of the month in which Resident restores the premises to such fully-tenantable condition. Notwithstanding any such damage or destruction, Resident shall remain liable for the payment of all rent due under this lease unless and until Resident shall terminate this lease in accordance with the provisions of Paragraph 14..
21. This agreement represents the entire understanding of the parties with respect to the subject matter hereof. It supersedes all prior or contemporaneous agreements, understandings, inducements or conditions, express, implied, or written. No termination, revocation, waiver, modification or amendment of this agreement shall be binding unless in writing and signed by all parties hereto.
22. 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.
23. In the event that any section, paragraph, or subparagraph 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, paragraph or subparagraphs not having been included, and the remainder of the Agreement shall not be void thereby.

Tenant hereby acknowledges receipt of a copy of the Park Prospectus, Park Rules and Regulations and Rental Agreement. Each of the Regulations of the park are specifically incorporated into this Rental Agreement by reference. Tenant hereby acknowledges that prior to executing this Rental Agreement, he or she has had a reasonable opportunity to read and review this Rental Agreement, including the Park Rules and Regulations, and by signing this Rental Agreement, he or she binds himself/herself to fully abide by this Rental Agreement and said Regulations.

IN WITNESS WHEREOF, the parties have executed this lease as of the day and year first above written.

LANDLORD

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[Handwritten Signature]
TENANT

By: [Handwritten Signature]

TENANT

WITNESS TO TENANT

WITNESS TO LANDLORD

WITNESS TO TENANT

WITNESS TO LANDLORD