

**FARR, FARR, EMERICH, SIFRIT, HACKETT AND CARR, P.A.**

**ORIGINAL  
FILE COPY**

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\*\*FL BAR BOARD CERTIFIED  
REAL ESTATE LAWYER  
\*\*\*FL BAR BOARD CERTIFIED  
MARITAL AND FAMILY LAWYER

PLEASE REPLY TO:

Post Office Drawer 1447  
Punta Gorda

December 12, 1995

**CERTIFIED MAIL, RETURN RECEIPT REQUESTED**

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

Attn: Alice Crosby, Legal

Re: River Forest Village, Inc.

941044-WS

Dear Ms. Crosby:

Enclosed is an original and four copies of the Application for Landlord-Tenant Exemption with the lease agreement attached for River Forest Village.

As we discussed during our telephone conference late last month, River Forest Village, Inc. is a mobile home park in Punta Gorda, Florida, the land of which is owned by the corporation known as River Forest Village, Inc. All of the owners of mobile homes in the park are shareholders of the corporation (except one mobile home owner), and all of them (including the one non-shareholder) are tenants of the corporation. Each tenant has signed the standard form lease agreement which we have attached. As you can see from that lease agreement, charges for water or wastewater service are not specifically contained in the rental charges. As the landlord, River Forest Village, Inc. provides utility service solely to its tenants. While they own their own wastewater treatment plant, water is purchased from the City of Punta Gorda and distributed to the tenants.

Based upon the foregoing, we believe that River Forest Village, Inc. should be exempt from regulation by the Florida Public Service Commission pursuant to Florida Statutes section 367.022(5) and Florida Administrative Code rule 25-30.060(3)(e).

DOCUMENT NUMBER-DATE

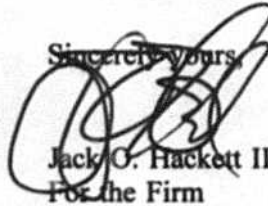
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Ms. Alice Crosby  
December 12, 1995  
Page Two

If you need any more information or if you have any questions, please do not hesitate to contact me.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Jack O. Hackett II". The signature is stylized and somewhat illegible due to the cursive nature of the writing.

Jack O. Hackett II  
For the Firm

JOHII/nf  
Enclosures

cc: River Forest Village, Inc.  
60552\_1



100% RECYCLED

~~SECTION 367.022(5), FLORIDA STATUTES~~  
**SECTION 367.022(5), FLORIDA STATUTES**  
**RULE 25-30.060(3) (e), FLORIDA ADMINISTRATIVE CODE**

NAME OF SYSTEM: River Forest Village, Inc.

PHYSICAL ADDRESS OF SYSTEM: 4300 Riverside Drive  
Punta Gorda, Florida 33982

MAILING ADDRESS (IF DIFFERENT): N/A

COUNTY: Charlotte

**PRIMARY CONTACT PERSON:**

NAME: J. Albert Thomas, President

ADDRESS: 4300 Riverside Drive  
Punta Gorda, Florida 33982

PHONE #: 1-813-639-6938 (Home) Village Office 1-813-639-3311

NAMES OF OWNER(S): River Forest Village, Inc.

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

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)

For utility service not provided, state how handled:

RECEIVED  
 FLORIDA PUBLIC  
 SERVICE COMMISSION  
 1995 DEC 14 PM 2:01  
 MAIL ROOM

## APPLICATION FOR LANDLORD-TENANT EXEMPTION

4. The service territory is located at: Same as above -  
See Exhibit A for legal description of the mobile home park.
5. Attached is a copy of the landlord's most recent version of a standard lease or rental agreement. Attached

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.

December 5, 1995  
 (Date)

James A. Thomas  
 Applicant's Signature \*\*

J. Albert Thomas  
 Applicant's Name (Typed or Printed)

President  
 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

EXHIBIT "A" (continued):

North line of said tract, a distance of 150.86 feet, to the Northeast corner of said tract; thence South  $00^{\circ}48'05''$  West, along the East line of said tract, a distance of 119.63 feet, to the Northerly right-of-way line of Riverside Drive; thence North  $47^{\circ}21'59''$  East, along said Northerly right-of-way line, a distance of 917.41 feet; thence South  $42^{\circ}38'01''$  East, a distance of 66.00 feet, to the Southerly right-of-way line of said Riverside Drive and the Point of Beginning of this description; thence continue South  $42^{\circ}38'01''$  East, along the last described course, a distance of 160.80 feet, to the Northerly right-of-way line of the Atlantic Coast Line Railroad; thence North  $47^{\circ}09'42''$  East, along said Northerly right-of-way line, a distance of 704.98 feet; thence North  $42^{\circ}38'01''$  West, a distance of 158.36 feet, to the Southerly right-of-way line of said Riverside Drive; thence South  $47^{\circ}21'59''$  West, along said Southerly right-of-way line, a distance of 704.98 feet, to the Point of Beginning.

Said lands situate, lying and being in Charlotte County, Florida.

EXHIBIT "A"

PHASE ONE:

A portion of Government Lots 3 and 4, Section 34, Township 40 South, Range 23 East, Charlotte County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of that tract described by deed recorded in Deed Book 51, Page 347 of the Public Records of Charlotte County, Florida; thence South 88°26'15" East, along the North line of said tract, a distance of 150.86 feet to the Northeast corner of said tract; thence South 00°48'05" West, along the East line of said tract, a distance of 119.63 feet, to the Northerly right-of-way line of Riverside Drive; thence North 47°21'59" East, along said Northerly right-of-way line, a distance of 1612.49 feet, to the Point of Beginning of this description; thence North 42°38'01" West, a distance of 130.00 feet; thence North 47°21'59" East, a distance of 60.00 feet, more or less, to the centerline of an existing canal; thence North 42°38'01" West, along said centerline, a distance of 589.44 feet; thence North 17°42'15" along said centerline, a distance of 218.12 feet, more or less, to the existing mean high water line of Charlotte Harbor; thence Northeasterly along said existing mean high water line a distance of 800.00 feet, more or less, to the North line of Government Lot 3, as per CLEVELAND SUBDIVISION, as recorded in Plat Book 1, Page 22 of the Public Records of Charlotte County, Florida; thence South 89°33'08" East, along said North line a distance of 474.25 feet; thence South 47°50'53" East, a distance of 457.41 feet, to the Northerly right-of-way line of said Riverside Drive; thence South 47°21'59" West, along said right-of-way line a distance of 1321.03 feet, to the Point of Beginning.

Said lands situate, lying and being in Charlotte County, Florida.

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PHASE TWO:

A portion of Government Lots 3 and 4, Section 34, Township 40 South, Range 23 East, Charlotte County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of that tract described by deed recorded in Deed Book 51, Page 347 of the Public Records of Charlotte County, Florida; thence South 88°26'45" East, along the North line of said tract, a distance of 150.86 feet, to the Northeast corner of said tract; thence South 00°48'05" West, along the East line of said tract, a distance of 119.63 feet, to the Northerly right-of-way line of Riverside Drive; thence North 47°21'59" East, along said Northerly right-of-way line, a distance of 485.56 feet, to the Point of

Beginning of this description; thence North 28°30'57" West, a distance of 126.98 feet; thence North 23°28'18" East, a distance of 200.00 feet; thence North 03°47'02" West, a distance of 146.31 feet; thence North 29°33'28" West, a distance of 105.35 feet; thence North 61°08'08" West, a distance of 125.90 feet; thence North 36°37'46" East, a distance of 93.00 feet; thence North 25°07'00" East, a distance of 75.18 feet; thence North 10°23'09" West, a distance of 35.44 feet; thence North 42°50'24" East, a distance of 55.10 feet; thence South 67°17'04" East, a distance of 61.95 feet; thence North 68°46'47" East, a distance of 127.14 feet; thence South 79°56'04" East a distance of 44.23 feet; thence North 53°41'29" East, a distance of 170.30 feet; thence North 72°38'41" East, a distance of 84.50 feet; thence North 45°16'44" East, a distance of 228.50 feet, more or less, to the centerline of an existing canal; thence South 42°38'01" East, along said centerline a distance of 318.03 feet; thence South 47°21'59" West, a distance of 60.0 feet; thence South 42°38'01" East, a distance of 130.00 feet, to the Northerly right-of-way line of said Riverside Drive; thence South 47°21'59" West, along said Northerly right-of-way line a distance of 1126.93 feet, to the Point of Beginning.

Said lands situate, lying and being in Charlotte County, Florida.

Together with an easement over the following described property:

The centerline of a force main lying in Section 34, Township 40 South, Range 23 East, Charlotte County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of that tract of land described by deed recorded in Deed Book 51, Page 347 of the Public Records of Charlotte County, Florida; thence South 88°26'15" East along the North line of said tract, a distance of 150.86 feet, to the Northeast corner of said tract; thence South 00°48'05" West along the East line of said tract, a distance of 119.63 feet, to the Northerly right-of-way line of Riverside Drive; thence North 47°21'59" East along said right-of-way line, a distance of 1612.18 feet, to the Point of Beginning of said centerline; thence South 42°48'59" East, a distance of 66.00 feet, to the Southerly right-of-way line of said Riverside Drive and the Point of Terminus.

Together with a leasehold interest in the following described property:

Polishing Pond Area

A portion of Section 34, Township 40 South, Range 23 East, Charlotte County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of that tract of land described by deed recorded in Deed Book 51, Page 347 of the Public Records of Charlotte County, Florida; thence South 88°26'15" East, along the

**RIVER FOREST VILLAGE, INC.**  
**4300 Riverside Drive**  
**Punta Gorda, FL 33982**  
**(813) 639-3311**

**LEASE AGREEMENT**

THIS LEASE is dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between River Forest Village, Inc. ("Landlord") and \_\_\_\_\_ ("Tenant").

In consideration of the following mutual covenants, Landlord leases to Tenant and Tenant leases from Landlord site no. \_\_\_\_\_ at River Forest Village, situated at Punta Gorda, Florida.

1. **Term.** The term of this Lease shall be for the period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, and terminating on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

2. **Maintenance Fee.** The monthly maintenance fee ("Maintenance Fee"), which shall be the rent for the site, shall be the sum of \$\_\_\_\_\_. Maintenance Fee payments are due in advance on the first business day of each month and if not paid within ten (10) days of said date, an additional sum of One Dollar (\$1.00) for each day Maintenance Fee is past due beyond said ten (10) day period will be incurred. All Maintenance Fee payments shall be made at the Village office in the River Forest Village Recreation Building or mailed to River Forest Village, Inc., 4300 Riverside Drive, Punta Gorda, Florida 33982-1722.

Maintenance Fees are based on one or two persons per site. If Tenant has more than two persons residing at the site, Tenant shall be charged \$5.00 per month for each additional permanent resident. Such person is permitted to reside in the mobile home only upon proper registration as may be reasonably required by the Landlord. No charge will be made for visitors staying fifteen (15) days or less; however, there will be a charge of \$5.00 per person per week, or any portion thereof, for those staying longer.

3. **Age Restriction.** Tenant is required to have one person who is fifty-five (55) years of age or older reside on the premises except as permitted under the Rules and Regulations. The Tenant hereby acknowledges that River Forest Village, Inc., is operated as a residential facility for persons fifty-five (55) years of age or older in compliance with Title VIII of the Fair Housing Act (1968.)

4. **Holdover By Tenant.** If any Tenant holds over and remains in possession of the premises after this Lease terminates, a new tenancy from month to month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions of this Lease except that the amount of monthly Maintenance Fee for any holdover period shall be determined by the Landlord. Landlord and Tenant further agree that the new month to month



tenancy shall be terminable on fifteen (15) days written notice served by either party prior to the end of any monthly period.

In the event a month to month tenancy is terminated under this provision, Tenant agrees to vacate the premises. If Tenant fails voluntarily to vacate the premises, Landlord may bring an action for possession in the appropriate court. Tenant agrees to pay all costs, expenses and reasonable attorney's fees which shall be incurred or expended by Landlord for any action relating to this Lease.

**5. Eviction.** Landlord and Tenant specifically understand and agree that Florida Statute 723.061 (1993), as may be amended from time to time, will govern eviction grounds and procedures under this Lease except as otherwise specifically agreed upon herein. If the Tenant commits one or more of the grounds for eviction stated in Florida Statute 723.061, the Landlord shall be entitled to evict Tenant using the procedures described in such statute.

**6. Governing Statutes.** It is specifically understood and agreed by and between Landlord and Tenant that the Village consists of owner-occupied mobile homes and that the provisions of the Florida Mobile Home Act Florida Statutes, Chapter 723 do not apply to River Forest Village or this Lease Agreement except as specifically agreed upon herein.

**7. Rules and Regulations.** Tenant agrees to abide by all Rules and Regulations of the Landlord and agrees that a violation of the Rules and Regulations shall be grounds for eviction from the Village. Tenant acknowledges receipt of a copy of the current Rules and Regulations which are incorporated herein by reference. Tenant agrees that the 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 Village and for the health, safety and welfare of the residents of the Village.

**8. Amendments to Rules and Regulations.** Landlord and Tenant agree that the Rules and Regulations may be amended from time to time by the Landlord. Landlord agrees that the Rules and Regulations will not be amended without written notice to the Tenant at least thirty (30) days prior to the effective date of any such amendments. Tenant agrees to abide by any amendments to the Rules and Regulations.

**9. Non-Liability of Landlord.** Tenant agrees that all personal property including the mobile home placed on the site shall be at Tenant's risk and Landlord shall incur no liability for loss or injury with respect thereto or with respect to any other property or persons due to causes including but not limited to: fire; explosion; flood; smoke; water escape; changes in the level of the underground water table; glass breakage; windstorm; hail or lightning; falling trees; aircraft; vehicles; earthquakes; and insect or other wood destroying organism damage of any nature whatsoever. Tenant further agrees that all other Village property including but not limited to parking and other common areas; laundry and recreational facilities, including swimming pool and shuffleboard courts, shall be used at the risk of Tenant, his family, licensees and invitees without recourse against Landlord. Tenant further agrees to hold Landlord harmless from any

liability arising from injury to person or property caused by any act or omission of tenant, his family, licensees or invitees. Landlord or its agents may be held responsible for any damage to Tenant's home, or person or property caused by negligence of Landlord or its agents while acting for and on behalf of Landlord and within the scope of their duties.

**10. Reimbursement for Repairs.** Tenant agrees to reimburse Landlord on or before the date of the next Maintenance Fee payment following completion of the repair for the cost of repairing any damage caused to the site or other Village property by Tenant or Tenant's guests. If Tenant's property is damaged due to Landlord's negligence, Tenant agrees to give Landlord written notice of such damage as soon as is reasonably practicable. Landlord shall then elect either to repair said property at its own expense or to reimburse Tenant for such repair.

**11. Assignment or Subletting.** Tenant shall not assign this Lease or sublet or grant any license to use the site, or any part of it, without the prior written consent of Landlord, which consent may be withheld for any reason or for no reason. A consent by Landlord to one assignment, subletting, or license shall not be deemed to be a consent to any subsequent assignment, subletting or license. An assignment, subletting, or license without the prior written consent of Landlord or an assignment or subletting by operation of law, shall be void and shall, at Landlord's option, terminate this Lease.

Any resident-owner, who rents or leases his or her mobile home to a Tenant for six (6) months or less is responsible for payment of the Charlotte County and the Florida State Tourist tax. Information and forms are available from the Charlotte County Tax Collector's office (phone 743-1357.) Currently the tax is 3% to Charlotte County, 6% to the State or Florida (both subject to change).

**12. Sale of Mobile Home by Tenant.** Any new buyer of a mobile home located on the site must obtain prior written approval for Village residency from the board of Directors of Landlord pursuant to Village Rules and Regulations in effect at the time of such approval. Upon sale of Tenant's mobile home this Lease is terminated. Both the seller and the Landlord shall be relieved of all rights and obligations of this Lease. The new owner of the mobile home, if approved for Village residency, must at the time of closing, sign a new Lease whose term shall be from the time of signing until the termination date of this Lease.

**13. Prior Approval of Building.** To insure that the mobile homes and buildings situated on Village sites will preserve a high standard of appearance and construction, Tenant agrees to make no exterior alterations to the mobile home placed on the site without the prior written consent of Landlord. In addition, Tenant agrees prior to replacing any mobile home situated on Tenant's site to obtain the prior written consent of the Landlord. Tenant further agrees that no additions, attachments, buildings or other structures, exterior to the mobile home, including, but not limited to, radio antennas, television antennas, television satellite dishes, solar panels and window air conditioners, shall be erected, placed or remain on the lease site unless and until Tenant has secured the written approval of such exterior additions, attachments, buildings or other structures from Landlord. Refusal of approval for exterior alterations,

additions, attachments, buildings or other structures, may be based on any ground, including a purely aesthetic ground, which in the sole and uncontrolled discretion of Landlord seems sufficient.

**14. Right to Terminate Lease Upon Death of Spouse.** Where both spouses are Tenants under this Lease, the surviving spouse may terminate this Lease at any time during its remaining term upon thirty (30) days written notice to Landlord and the Lease shall become thereafter a month to month tenancy. Tenant must pay Maintenance Fee established by Landlord and comply with all Village Rules and Regulations. In the event a Tenant's entire investment shall be destroyed by an act of God, Tenant shall have an option to hold the site or to terminate the Lease after sixty (60) days written notice to the Landlord.

**15. Nonseverability.** If any portion of this Lease is found to be contrary to law by a court of competent jurisdiction, this Lease will be of no further force and effect and terminated in its entirety. In case the Lease shall be so terminated, Landlord and Tenant agree to negotiate a new Lease within sixty (60) days after termination.

**16. Uses and Services Provided by Landlord.** Landlord agrees to provide and Maintenance Fee payments shall include use by Tenant and duly registered guests of the following: (1) the site, (2) all common areas and facilities, including recreational facilities and laundry area and equipment, (3) city water, (4) well water from spigots at each site, (5) sewerage, (6) street lighting and maintenance, (7) lawn cutting, not to include trimming or edging, (8) rubbish and garbage removal, (9) janitorial service in recreational hall and laundry area.

River Forest Village, Inc. intends to be operated as a facility to provide housing to persons fifty-five (55) years of age or older. River Forest Village, Inc. will maintain facilities and services specifically designed to meet the physical and social needs of older persons.

Tenant is responsible for the following: (1) trimming and edging around the mobile home, walkways, and utility installations on the leased site; (2) watering the lawn on the leased site; (3) weeding and general care of shrubs on the leased site.

**17. Operation and Maintenance Costs.** Landlord may assess the Tenant as additional Maintenance Fee a pro-rata share of any increases incurred by Landlord in the operation or maintenance costs of the Village which increases were not anticipated by the budget of Landlord for the calendar year of this Lease. Any assessment shall be calculated following the expenditure and shall be payable on the first of the month following notification to Tenant.

**18. Attorney's Fees for Enforcement of Lease.** Tenant agrees to pay all costs and reasonable attorney's fees incurred by Landlord in obtaining compliance with or enforcing the covenants, conditions and agreements of this Lease caused by or arising out of Tenant's failure to observe and keep all of the covenants, conditions and agreements of this Lease including the enforcement of Landlord's Rules and Regulations.

19. **Cumulative Rights.** The rights of Landlord contained herein are cumulative and failure of Landlord to exercise any right shall not operate to forfeit any other rights of Landlord. No waiver by Landlord of any condition or covenant shall be deemed to constitute or imply further waiver of any other condition or covenant.

20. **Landlord's Board of Directors.** Tenants are reminded that members of the Board of Directors of Landlord donate their time and effort and that they should only be contacted on a personal basis in an emergency.

21. **Time.** Time is of the essence of this Lease and each of the covenants and provisions hereof.

22. **Heirs, Executors, Legal Representatives.** Tenant hereby agrees that all covenants and agreements of this Lease shall be binding upon and apply to the heirs, executors, legal representatives and permitted assigns.

23. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

Tenant has read and understands the foregoing. Tenant hereby acknowledges the receipt of a copy of this Lease, together with a copy of the current Rules and Regulations of the Village.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

RIVER FOREST VILLAGE, INC.,  
LANDLORD

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness