

~~9-24-75~~

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

NAME OF SYSTEM: HARBORVIEW MOBILE HOME PARK

PHYSICAL ADDRESS OF SYSTEM: 24325 HARBORVIEW RD.
CHARLOTTE HARBOR FLA. 33980

MAILING ADDRESS (IF DIFFERENT): SAME

COUNTY: CHARLOTTE

PRIMARY CONTACT PERSON:

NAME: MICHAEL G. FINNEGAN

ADDRESS: 24325 HARBORVIEW RD.
CHARLOTTE HARBOR FL 33980

PHONE #: 813-625-2808

- ACK _____
- AFA _____
- APP _____
- CAF _____
- CMU _____
- GTR _____
- EAG _____
- REG: Edmonds
- WIN: _____
- WPC: _____
- WCH: _____
- SEC: 1
- WAS: Caku
- OTH: _____

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

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 system provides (CHOOSE THE ONE THAT IS APPLICABLE):
 Water service only _____
 Wastewater service only X
 Both _____

DOCUMENT NUMBER-DATE

11658 NOV 18 85

FPSC-RECORDS/REPORTING

APPLICATION FOR LANDLORD-TENANT EXEMPTION

4. The service area is located at: LOT #32A # 32A

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.

MICHAEL G. FINNEGAN
(applicant please type or print)

11-14-94
(Date)

Michael G. Finnegan
(Signature)

OWNER-MGR.
(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.

1/8/85

RENTAL AGREEMENT

THIS RENTAL AGREEMENT, made and entered into on this 1ST day of July, 1985, by and between HARBOR VIEW TRAILER PARK, hereinafter referred to as LANDLORD, and _____, 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 hereinafter 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, excepting only lot rental variations based upon lot location, lot size and services offered to said lot.

2. It is specifically understood and agreed by and between the parties hereto that Chapter 720, 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:

Harbor View Trailer Park Lot _____; Block _____.
to be occupied solely as a private dwelling only by Tenant and Tenant's family, consisting of _____ adult(s) and no children. 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 July, 1985, and terminating on the 30th day of June, 1986. All rental payments are payable to Landlord at office of Harbor View Trailer Park, Lot 1-A, 24325 Harbor View Road, Charlotte Harbor, Florida 33950.

5. Tenant's Financial Obligations -

RENT:

\$ _____, per month, payable in advance on the 1st day of each month.

SPECIAL USE FEES:

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

Special Use Fees:

1. Entrance Fee: \$ _____

2. Vehicle Storage Fee: \$ _____ per vehicle per month.
3. Pet Fee: \$ _____ per pet per month.
4. Additional Resident Fee: \$ 60.00 per month for each individual, in excess of the number of individuals permitted to reside in rental agreement, who resides in the mobile home in excess of 15 consecutive days or 30 total days per year.
5. Late Payment Fee: \$ 2.00 per day if payment is not received within five days after the due date.
6. Return Check Fee: \$ 10.00 per check returned by the resident's bank.
7. Pest Control Fee: \$ _____ per month.
8. Lawn Mowing Fee: \$ _____ per month.
9. Special Service Fee: \$ 10.00 per hour, but not less than \$ 10.00 per service call, for any repair, maintenance or service that is performed by the Park but is the responsibility of the mobile home owner.
10. Special Use Fee: \$ _____ per special use (as a private Party) of any common facility.
11. Security Deposit \$ _____

PASS-THROUGH CHARGES

The Tenant will be responsible for payment of costs or charges as the result of actions by State and local government, or public/private utilities. Pass-through charges shall include, any and all amounts other than special use fees which represent the mobile home owner's share of costs charged to the park owner by any State or local government or utility company.

The costs by the park owner will be assessed to the Tenant on a pro rata basis. The pro rata share will be determined by dividing the number of mobile home spaces leased by a resident by the total number of occupied mobile home spaces in the park. The amount of an increase in pass-through charges shall be limited to the increased costs or charges to the park owner and maintenance and administrative costs as permitted by Section 720.304 (8), Florida Statutes. As to the pass-through charges, the park owner cannot with any degree of accuracy disclose the potential financial obligation which the Tenant will be responsible for paying.

6. 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. 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 in writing thirty (30) days prior to the expiration of the current term of Tenants 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 mowing. 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 720, Florida Statutes.

9. Tenant shall not assign this Rental Agreement, or any interest therein, and shall not sublet the leased premises or any part thereof, or allow any other person or persons to occupy or use the leased premises without the specific, written consent of the Landlord. Any assignment or subletting without Landlord's consent shall be void, and shall constitute a default by Tenant under this Rental Agreement.

10. Landlord may evict Tenant for:

- (a) non-payment of rent;
- (b) conviction of a violation of a 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 of Chapter 720, F.S., as prescribed by Section 720.208(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.

11. ✓ The parties agree that if the Landlord determines that the Tenant is to be evicted for violating the Rules or 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.

12. ✓ 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.

13. The name and address of the Landlord or a person authorized by the Landlord to receive notices are Michael G. Finnegan at Harbor View Trailer Park, Lot 1-A, 24325 East Harbor View Road, Charlotte Harbor, Florida 33950. 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 Tenant's mobile home.

14. The rights of the Landlord contained herein are cumulative, and failure of the Landlord to exercise any right shall not operate to forfeit any other 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.

15. This Rental Agreement shall be binding upon, and inure to the benefit of Landlord and Tenant, and their respective heirs, personal representatives, successors and assigns.

16. This Mobile Home Park is zoned M.H. (Mobile Home). The zoning authority is Charlotte County. Definite future plans for changing the use of the land comprising the Mobile Home Park or portion thereof are not contemplated.

17. ✓ A purchaser, devisee, or legatee 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 Landlord.

18. 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 the 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 prorate 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.

19. 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 of the parties hereto.

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 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, paragraphs, or subparagraphs not having been included herein, and the remainder of the Agreement shall not be void thereby.

22. This lease shall automatically be extended for an additional period of one year and for successive one year periods thereafter, unless the Tenant or Landlord shall notify the other in writing thirty (30) days prior to the expiration that the lease term will not be renewed.

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 or 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.

Witness:

_____ Tenant

Date: _____, 19__

Bertal Finnigan

HARBOR VIEW TRAILER PARK

By Michael J. Finnigan
Landlord

Date: 3-10, 1985