

River Forest Village, Inc.

4300 Riverside Drive
Punta Gorda, Florida 33982

941044-45

November 29, 1994

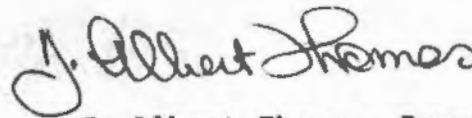
ORIGINAL
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Division of Records and Reporting
Attn: Director
Florida Public Service Commission
101-East Gaines Street
Tallahassee, Fl. 32399-0850

Dear Sir Or Madam:

Enclosed find necessary documents as requested, that will qualify River Forest Village, 4300 Riverside Drive, Punta Gorda, Fl. 33982; For a Non-Profit association Exemption.

Yours Truly,



J. Albert Thomas, President
Board of Directors

- ACK _____
- AFA _____
- APP _____
- CAF _____
- CMU _____
- CTR _____
- EAG _____
- LEG Edmonds
- LIN _____
- OFC _____
- RCH _____
- SEC 1
- WAS Coker
- WTH _____

RECEIVED
MAIL ROOM
DEC - 1 1994

DOCUMENT NUMBER-DATE

12084 DEC-1 94

ACCT 0071347-000500-8
PROPERTY ADDRESS

RIVER FOREST VILLAGE INC

ZZZZZ RIVER FOREST MHP - 4300
RIVERSIDE DR

4300 RIVERSIDE DR
PUNTA GORDA
COUNTRY:

FL 33982

STATUS ACTIVE MAPS 5A34S TRNSC 402334 TAX DIST 5162
USE 2000 MOD PARK MKT MOD 000 INTA 000/000
ZONE (62) MHP UTIL (3) WATR&SEWER ROAD (1) PAVED ROAD
WF/ELV (1) WATERFRONT EXEM CD 00000000 EXEM INT 00/00
FLAG 00110000000000000000000000000000 OLD# 0000000000000000
SALES-DESC DATE BOOK PAGE CONS--AMNT SALES-DESC DATE BOOK PAGE CONS--AMNT
SAL QU YAC 0461 0645 0010 00,446,400

LEGAL DESCRIPTION

SEE 544023 P3-1 011.5 34-48-23 P-3-1 11.3A R/L COMM
NE COR LT13 BLK D BAYSHORE SUB E
150FT S 119.63FT NE 485.56FT TO
NW 104.95FT NW 125.00FT NE 02FT
NE 75.10FT NE 125.00FT NE 125.10FT E
170.00FT BY 14.10FT NE 125.00FT TO
C/P OF CANAL DE 810.00FT SW 80FT
1126.93FT TO POB 665/10&11
665/079 E1225/2036 SE 130FT TO N R/W RIVERSIDE DR SW

APPLICATION FOR NONPROFIT ASSOCIATION EXEMPTION
SECTION 367.022(7), FLORIDA STATUTES
RULE 25-30.060(3)(g), FLORIDA ADMINISTRATIVE CODE

NAME OF SYSTEM: River Forest Village, Inc.

PHYSICAL ADDRESS OF SYSTEM: 4300 Riverside Dr.

Punta Gorda, Florida 33982

MAILING ADDRESS (IF DIFFERENT): _____

COUNTY: Charlotte

PRIMARY CONTACT PERSON:

NAME: J. Albert Thomas, President Board Of Directors

ADDRESS: Same

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

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

I believe this system to be exempt from the regulation of the Florida Public Service Commission pursuant to Section 367.022(7), Florida Statutes, for the following reasons:

1. ^X The corporation, association, or cooperative is nonprofit.
- X 2. Service will be provided solely to members who own and control it.
3. The system provides (CHOOSE THE ONE THAT IS APPLICABLE):
Water only _____
Wastewater only X
Both _____
4. Lease Included will do the billing for such service.
5. The service area is located at: Same as Above

DOCUMENT NUMBER-DATE

12084 DEC-1 8

APPLICATION FOR NONPROFIT ASSOCIATION EXEMPTION

6. Attached are the articles of incorporation as filed with the Secretary of State and bylaws which clearly show the requirements for membership, that the members' voting rights are one vote per unit of ownership and the circumstances under which control of the corporation passes to the non-developer members. Control of the corporation must pass: 1) at 51 percent ownership by the non-developer members or 2) at some greater percentage delimited by a time period not to exceed 5 years from the date of incorporation.
7. Attached is proof of ownership of the utility facilities and the land upon which the facilities will be located or other proof of the applicant's right to continued use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost effective alternative.

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 Section 775.082, S. 775.083, or S. 775.084.

J. Albert Thomas
(Applicant please print or type)

November 23, 1994
(Date)

J. Albert Thomas
(Signature)

President
(Title)

When you finish filling out the application, the original and two copies of the application, Articles of Incorporation, Bylaws and proof of ownership should be mailed to: Director, Division of Records and Reporting, Florida Public Service Commission, 101 East Gaines Street, Tallahassee, Florida 32399-0850.

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FLORIDA DEPARTMENT OF STATE

Jim Smith
Secretary of State

April 26, 1994

RIVER FOREST VILLAGE, INC.
4300 RIVERSIDE DRIVE
PUNTA GORDA, FL 33982-1718

SUBJECT: RIVER FOREST VILLAGE, INC.

DOCUMENT NUMBER: F08268

In compliance with the request on your 1994 Annual Report, the certificate of status for the subject corporation is enclosed.

Should you have any questions regarding this matter, please telephone (904) 487-6056.

Annual Reports Section

Letter No. 194A00018812

State of Florida



Department of State

I certify from the records of this office that RIVER FOREST VILLAGE, INC. is a corporation organized under the laws of the State of Florida, filed on December 5, 1980.

The document number of this corporation is F08268.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1994, that its most recent annual report was filed on April 22, 1994, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

GIVEN under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-sixth day of April, 1994



CR2EO22 (2-81)

Jim Smith

Jim Smith
Secretary of State

BY-LAWS

AS AMENDED JAN. 28, 1990

RIVER FOREST VILLAGE, INC.
4300 RIVERSIDE DRIVE
PUNTA GORDA, FLORIDA 33982

RIVER FOREST VILLAGE, INCORPORATED
BY-LAWS

* AS AMENDED JANUARY 25, 1990 *

ARTICLE-----I
SHAREHOLDERS

SECTION 1. Ownership of the stock of River Forest Village, Inc. shall be limited to resident-owners. A resident-owner is defined as a person who is an owner or part owner of a mobile home in River Forest Village, and who occupies said home for some portion of each year. Additionally, all future resident-owners who are not resident-owners as of January 1, 1984, must be a shareholder in the Corporation. At least one person whose name will appear on the stock certificate who is purchasing the stock of River Forest Village, Inc. shall be 55 years of age or older.

SECTION 2. RULES & REGULATIONS FOR OWNERSHIP OF STOCK implementing and incorporated fully herein by reference, shall be printed and distributed after approval by the Board of Directors to each purchaser of stock of this Corporation.

SECTION 3. The Annual Meeting of the shareholders shall be held on the fourth Thursday of January each year, to receive the reports of the Officers and the Board of Directors; to install Directors for the ensuing year and to transact such other business as may come before the meeting. The time and place of such meeting shall be posted on the bulletin board of the Recreation Hall fifteen days before the meeting.

SECTION 4. A special meeting of the shareholders may be called at any time by the President, or in his absence, by the Vice-President, or by the Secretary at the written request of a majority of Board members, or by petition of thirty or more shareholders. In addition, a notice stating the date, time, place, and purpose of the meeting shall be posted on the Bulletin Board of the Recreation Hall FIFTEEN DAYS BEFORE THE MEETING. Written notice stating the place, day, hour, and purpose of the meeting shall be delivered to each shareholder of record not less than 10 days nor more than 60 days before the date of the meeting either personally or by first class mail.

SECTION 5. A majority of the shares entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. When a specified item of business is required to be voted on by the shareholders, a majority of the shares shall constitute a quorum for the transaction of such item of business by the shareholders. If a quorum is present, the affirmative vote of a majority of the shares represented at the meeting and entitled to vote on the subject matter shall be the act of the shareholders. A shareholder may vote either in person or by proxy in writing by the shareholder or his duly authorized attorney-in-fact.

A. Proxies to be voted shall be validated by the Secretary.

RIVER FOREST VILLAGE, INCORPORATED
BY-LAWS

- B. Proxies are valid for only ninety days after the date of the first meeting for which they were given.
- C. Proxy may be revoked at any time by the shareholder who executed it. Revocation must be made in writing to the Secretary by the shareholder.
- D. If no quorum is present, no business may be transacted; however, debate on the issue may be continued although no vote may be taken except to adjourn the meeting.
- E. After a quorum has been established at a shareholders meeting, the subsequent withdrawal of shareholders, so as to reduce the number of shares entitled to vote at the meeting below the number required for a quorum, shall not effect the validity of any action taken at the meeting or an adjournment thereof.

ARTICLE--II
BOARD OF DIRECTORS

SECTION 1. The Board of Directors shall consist of nine Shareholders elected by the Shareholders of the Corporation.

- a. Starting in the year 1991, two (2) Directors shall each be elected for a two (2) year term and three (3) Directors shall each be elected for a three (3) year term. In 1992, one (1) Director shall be elected for a one (1) year term and three (3) Directors shall each be elected for a three (3) year term. In 1993, three (3) Directors shall be elected for a three (3) year term. The Nominating Committee's slate and any petition received for a nomination shall designate the term for the Candidate next to his name. At each annual election subsequent to 1993, the successors to the Directors whose term expires in that year shall be elected for a three year term.
- b. Members of the Board of Directors shall hold office until their successors have been elected and have held their first meeting.
- c. At Board of Director meetings each member shall have one vote.

SECTION 2. The duties of the Board of Directors shall be as follows:

- a. Elect from members of the Board, a President, a Vice-President, a Secretary and a Treasurer.
- b. Establish the policies and guidelines for conducting the business of the Corporation in a manner to serve the best interest of the shareholders.

RIVER FOREST VILLAGE, INCORPORATED
BY-LAWS

- c. Require individual directors to attend all regular, special, or emergency Board meetings unless excused. Board members should coordinate their vacation periods to insure a quorum will be present at all regular meetings.
- d. Fill vacancies of unexpired terms on the Board by a vote of the current Board members.
- e. Approve the annual budget submitted by the Finance Committee.
- f. Establish for each year the schedule of monthly rentals for residents.
- g. Review and approve committee appointments.
- h. Verify the ages of all new residents and maintain written verifications in the Village office.
- i. Maintain a list of the significant facilities and services specifically designed to meet the physical and social needs of older persons.

SECTION 3. The members of the Board of Directors shall not be liable to the shareholders for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The shareholders shall indemnify and hold harmless each of the members of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the shareholders unless any such contract shall have been made in bad faith or contrary to the provisions of these BY-LAWS. It is intended that the members of the Board shall have no personal liability with respect to any contract made by them on behalf of the shareholders.

SECTION 4. A regular meeting of the Board of Directors shall be held monthly at the date, time, and place fixed by the Board.

SECTION 5. A Special Meeting of the Board of Directors may be called at any time by the President, or in his absence, by the Vice-President, or may be called by the Secretary at the request, written or oral, of any five members of the Board, such call to be made upon five days notice, which notice shall state the date, time, place, and purpose of said meeting.

SECTION 6. A quorum shall consist of five Directors.

ARTICLE-III
OFFICERS

SECTION 1. The Officers of this Corporation shall consist of a President, Vice-President, Secretary and Treasurer. They shall appoint such assistants

**RIVER FOREST VILLAGE, INCORPORATED
BY-LAWS**

as may be needed to carry out their duties. Compensation, if any, of Officers and their assistants shall be determined by the Board of Directors.

THE PRESIDENT

SECTION 2. The President is the Chairman of the Board of the Corporation. He shall preside at all meetings of the shareholders and Board of Directors. Prior to the Annual Meeting, he shall appoint a Chairman and up to four members to act as the Election Committee, to open the sealed envelopes, tally the votes therein and announce the names of those elected at the Annual Meeting. Unless otherwise directed by the Board, he shall represent the Corporation and the Board at any meeting at which such representation is required or deemed desirable.

- a. Beginning in 1985 it will be necessary to have served as a Director for at least one year before becoming eligible to be President. The one year of Board service may have been served prior to 1985 to qualify for the office of President.

THE VICE-PRESIDENT

SECTION 3. The Vice-President is a member of the Board of Directors. He shall preside in the absence of the President, and shall perform the duties of the President in the event of his absence or disability. He shall be responsible for the proper administration of the RULES & REGULATIONS FOR TENANTS.

THE SECRETARY

SECTION 4. The Secretary shall:

- a. Be a member of the Board of Directors.
- b. Attend all meetings of the shareholders and of the Board of Directors and act as clerk thereof, and shall record all votes and the minutes of the proceedings in a minute book to be kept for that purpose.
- c. Preside at any meetings in the absence of both the President and the Vice-President.
- d. Maintain the record of shareholders and handle the transfers of stock as approved by the Board.
- e. Keep a record of all proxies executed and their expiration dates, record to be established for validating voting rights at Corporation meetings.

RIVER FOREST VILLAGE, INCORPORATED
BY-LAWS

- f. Keep all legal documents and papers in the fire-proof file located in the Village office and keep custody of the seal of the Corporation, and when authorized by the Board of Directors, the President or the Vice-President, he shall affix the seal to any instrument requiring the seal, and, when so ordered, add his signature as an attestation thereof.
- g. Give notice as required of all meetings of the shareholders and of the Board of Directors.
- h. Shall perform such other duties as may be prescribed from time to time by the Board of Directors.
- i. To verify the ages of all new residents and maintain the written verifications in the Village office.
- j. To maintain a list of the significant facilities and services specifically designed to meet the physical and social needs of older persons.

THE TREASURER

SECTION 5. The Treasurer shall report to the Board of Directors and as a member of the Board. He shall:

- a. Establish and maintain the Books of Account of the Corporation, including rental records of tenants.
- b. Receive and keep in good custody all money, funds and property of the Corporation, all monies to be deposited in a bank designated by the Board, in the name of and to the credit of this Corporation.
- c. Pay all proper bills and vouchers. All checks will require two (2) signatures, one being that of a designated member of the Board of Directors.
- d. Report to the Board in writing at the close of each quarter of the year the state of the accounts of the Corporation.
- e. Present a Statement of the Accounts of the Corporation for the twelve months period ending December 31st of each year to the Board of Directors or the Finance Chairman prior to the Annual Meeting of the shareholders. This shall include a Profit and Loss Statement and Balance Sheet. Copies shall be available to the shareholders.
- f. Make the accounts, bills and vouchers available to the Audit Committee for inspection and audit at any time.

**RIVER FOREST VILLAGE, INCORPORATED
BY-LAWS**

- g. Perform such other duties and assignments as the Chairman of the Finance Committee may designate.
- h. Stipulate that all records, books, accounts, bills and vouchers are the property of the Corporation and subject to the control of the Board of Directors.

**ARTICLE--IV
COUNSEL**

SECTION 1. An attorney, who shall not be a shareholder, may be retained by the Board of Directors to advise on all legal matters and to render such services as may be requested by the Board.

SECTION 2. A Certified Public Accountant, who shall not be a shareholder, may be retained by the Board to advise on all accounting matters and to render such services as the Board or the Chairman of the Finance Committee may request.

**ARTICLE---V
COMMITTEES**

SECTION 1. The Standing Committees shall be the Building and Grounds, the Development, the Finance and the Real Estate Committees. The Chairmen of these committees shall be among the members of the Board elected at the Annual Meeting. With approval of the Board, each Chairman shall appoint two or more shareholders to his Committee. Chairmen of these Committees and their members shall hold meetings at least once a month.

SECTION 2. The Special Committees shall be the Audit Committee and the Nominating Committee. The Chairman of these Committees shall be appointed by the Board at its first meeting following election by the shareholders. They shall appoint, with the approval of the Board, two or more shareholders as members of their Committees. Chairmen and members of these Committees shall not be members of the Board.

SECTION 3. Other Special Committees may be established, as needed, by the Board. Chairmen and members of such committees shall be shareholders and shall not be members of the Board. Chairmen shall appoint two or more members to their committees on approval of the Board.

SECTION 4. No person shall be named Chairman or serve as a member on more than one Standing Committee.

BUILDINGS & GROUNDS COMMITTEE

SECTION 5. The Chairman of the Buildings & Grounds Committee shall be a member of the Board of Directors and shall not be a paid employee of the Corporation. It shall be the duty of this committee to:

RIVER FOREST VILLAGE, INCORPORATED
BY-LAWS

- a. Establish standards of maintenance of the buildings and grounds of the Park. All projects, modifications, improvements pertaining to the grounds, buildings, or other common property of the Village must be approved by the Buildings & Grounds Committee.
- b. Supervise the work of the Park Superintendent.
- c. Secure volunteers to serve as needed.
- d. With the approval of the Board of Directors, set the terms of employment, remuneration and job specifications of all hourly workers and salaried employees, and designate in the job specification the Committee Chairman to whom each employee reports.
- e. Under the guidelines established in (d) above employ persons, preferably from among the residents, for the maintenance, operation, repair and replacement of and for the common areas and facilities of the Park.
- f. Carry out such other duties and assignments as the Board may designate.

DEVELOPMENT COMMITTEE

SECTION 6. The Chairman of the Development Committee shall be a member of the Board of Directors. It shall be the duty of this Committee to:

- a. Formulate and recommend to the Board a set of Rules and Regulations for Tenants and, after approval by the Board, deliver printed copies of such RULES & REGULATIONS to each tenant.
- b. Receive, review, and report to the Board of Directors any and all written suggestions, comments and criticisms submitted by residents relative to the facilities of the Park or to either set of RULES & REGULATIONS; and report the action taken, if any, by the Committee.
- c. Prepare a long-range program for developing and keeping the homes and facilities of the Park in Five-Star condition.

REAL ESTATE COMMITTEE

SECTION 7. The Chairman of the Real Estate Committee shall be a member of the Board of Directors. It shall be the duties of this Committee to:

- a. Act as sales agent for any tenant who wishes to sell his home, and with the approval of the Board, set the commission for such sales.

RIVER FOREST VILLAGE, INCORPORATED
BY-LAWS

- b. Before consummation of sale to a new buyer, his committee shall submit recommendation to the Board for screening and approval in accordance with Article 12 of our lease Article 5 of the Rules and Regulations for Ownership of Stock.
- c. Members of this committee may not enter into the sale of homes in the Village for tenants who have not listed their home with the Real Estate Committee of River Forest Village.
- d. A resident who prefers to sell or rent himself or through an outside agency, shall notify the Real Estate Chairman of his intentions so that proper procedure of sale may be followed in compliance with the Rules and Regulations of River Forest Village.
- e. Carry out such other duties and assignments as the Board may designate.

FINANCE COMMITTEE

SECTION 8. The Chairman of the Finance Committee shall be a member of the Board of Directors. It shall be the duty of this Committee to:

- a. Consult with and advise the Officers of the Corporation in regard to budget and financial affairs of the Corporation.
- b. Prepare the annual expense budget.
- c. Recommend to the Board any changes to be made in the monthly rental rates for the tenants.
- d. Recommend to the Board any changes to be made in the fees for services rendered to the tenants by the Park.
- e. Formulate and recommend to the Board a set of RULES & REGULATIONS FOR OWNERSHIP OF STOCK and, after approval by the Board, deliver a printed copy to each present and prospective shareholder, and insure compliance with said RULES & REGULATIONS.
- f. Recommend fire insurance, workmen's compensation insurance and such other forms of insurance as seem desirable.

AUDIT COMMITTEE

SECTION 9. The Chairman of this Committee and members of the Committee cannot be a member of the Board of Directors. It shall be the duty of this Committee to examine the books of accounts, bills, vouchers, and all records pertaining to the financial affairs of this Corporation; report to the

RIVER FOREST VILLAGE, INCORPORATED
BY-LAWS

Officers of the Corporation, not less than quarterly, the state of accounts of the Treasurer; consult, as may be deemed advisable or necessary, with the Certified Public Accountant selected by the Board of Directors for that purpose.

NOMINATING COMMITTEE

SECTION 10. The Chairman of the Nominating Committee and his members shall not be members of the Board. He shall appoint four shareholders to his Committee. Not later than November 20th of each year, he shall post a notice on the Bulletin Board stating that his Committee is preparing a slate of candidates for election for the ensuing year. No later than December 5th the Chairman shall submit a list of all the nominees to the Board of Directors and this list shall be posted on the Bulletin Board on December 6th. Any shareholder may submit a petition signed by 20 shareholders to nominate a candidate for a seat on the Board. Such petition must be received by the Board of Directors no later than December 10th. The list of petitions will be posted on the Bulletin Board on December 18th. Ballots listing each nominee shall be delivered to the shareholders not later than December 31st. The listing of the names of the nominees shall be in alphabetical order. All ballots shall be returned in sealed envelopes to the Office Ballot Box not later than January 15th of the ensuing year. No nominations shall be made from the floor at the Annual Meeting.

SEAL
ARTICLE--VI

SECTION 1. The Corporate Seal of the Corporation shall bear the words, "RIVER FOREST VILLAGE, INC. INCORPORATED 1980"

ARTICLE-VII
BONDING

SECTION 1. All Officers, employees and assistants authorized by the Board of Directors to handle funds shall be bonded in the amount deemed appropriate.

ARTICLE-VIII
ABSENCES

SECTION 1. A member of the Board of Directors who misses three consecutive regular meetings without being excused shall be considered inactive and the Board shall appoint a successor to complete the term in accordance with the provisions of ARTICLE II, Section 2, of these BY-LAWS. A member of the Board who is found to be knowingly and intentionally committing malfeasance or non feasance regarding the duties of his office shall be subject to dismissal by a vote of at least five members of the Board,

RIVER FOREST VILLAGE, INCORPORATED
BY-LAWS

ARTICLE--IX
RULES AND REGULATIONS

SECTION 1. A set of RULES & REGULATIONS FOR OWNERSHIP OF STOCK and a set of RULES & REGULATIONS FOR TENANTS shall be in force on tenants respectively until amended by five members of the Board at any meeting.

ARTICLE---X
VILLAGE COMPOSITION

SECTION 1. The Village is intended to provide housing for persons 55 years of age or older. The Village will also maintain at all times significant facilities and services specifically designed to meet the physical and social needs of older persons.

ARTICLE---XI
AMENDMENTS

SECTION 1. Any amendment of these BY-LAWS requires the approval of two-thirds of the shares voted by shareholders attending, in person or by proxy, at Annual or Special Meeting, at which said amendment is placed on the agenda, providing that a copy of the proposed amendment has been distributed to every shareholder at least fifteen days before the meeting.

ARTICLE--XII
GENDER & NUMBER

SECTION 1. The use of the masculine gender shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural whenever the context so requires. This Article shall be in force both for these BY-LAWS and for all RULES & REGULATIONS established hereunder.

ARTICLE XIII
PARLIAMENTARY AUTHORITY

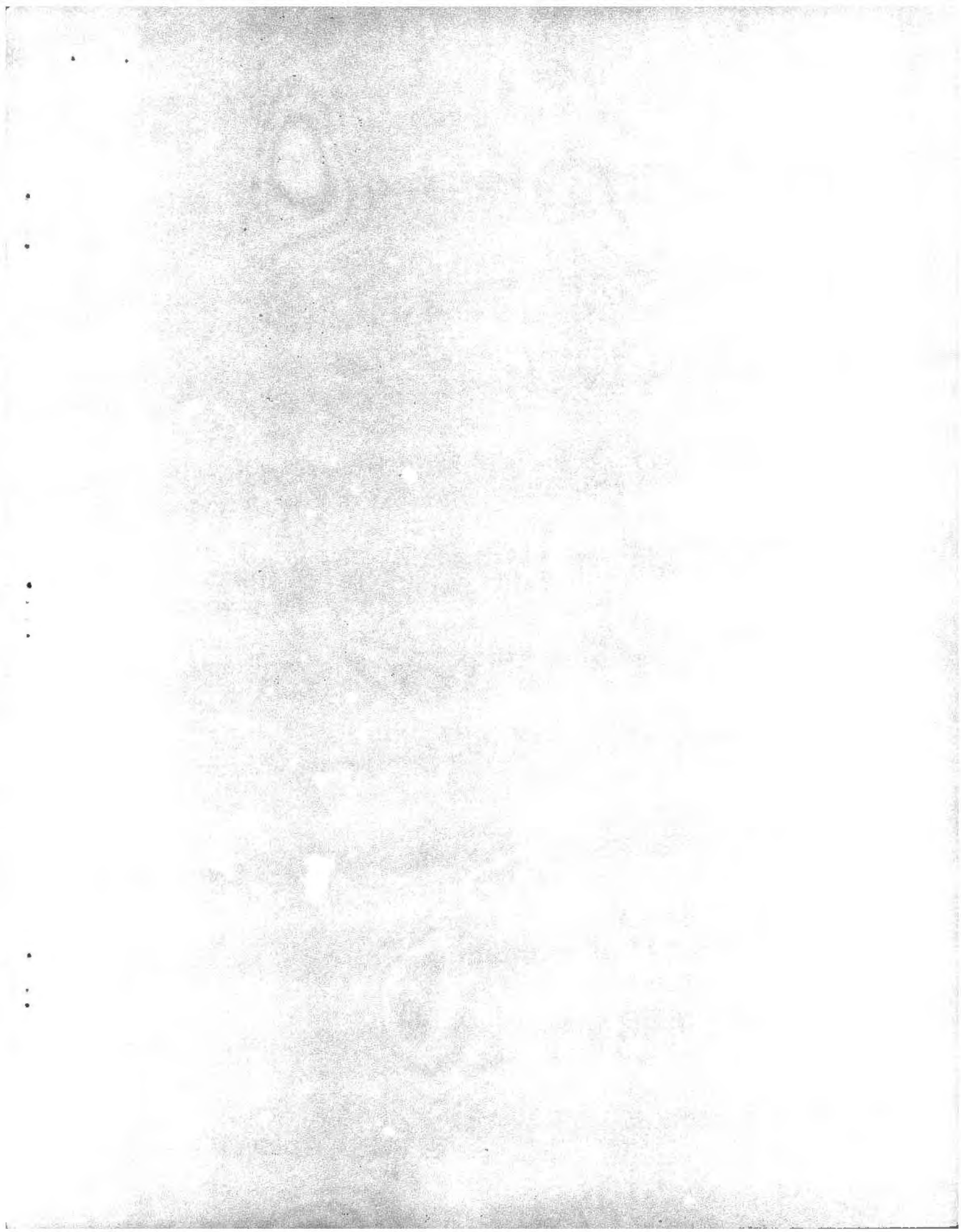
SECTION 1. Roberts Rules of Order, recent revised edition, shall govern all proceedings of this Corporation not provided for in Chapter 607 of Florida Statutes, in the Articles of Incorporation, in the By Laws or in the Rules and Regulations of this Corporation.

ARTICLE-XIV
DISSOLUTION

SECTION 1. The Corporation shall have perpetual existence. In the event of the dissolution of the Corporation, it shall require a vote of seventy-five percent of the shares extant in the hands of shareholders.

90BYLAWS.W41
12P&L121

* AS AMENDED JAN. 25, 1990 *



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, (+) 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