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FORM 5
PAGE 1 OF 2

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

NAME OF SYSTEM: River Forest Village, Inc.

PHYSICAL ADDRESS OF SYSTEM: 4300 Riverside Dr.
Punta Gorda, Fl. 33982

MAILING ADDRESS (IF DIFFERENT): Same

COUNTY: Charlotte County

PRIMARY CONTACT PERSON:

NAME: J. Albert Thomas

ADDRESS: #17-4300 Riverside Dr.
Punta Gorda, Fl. 33982

PHONE #: 639-6938

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

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

CIF 1. The landlord will provide utility service solely to its
EAS tenants.

LEB 2. *Esmond* charges for service are non-specifically contained in
LFI rental charges.

C 3. The system provides (CHOOSE THE ONE THAT IS APPLICABLE):
H Water service only _____
Wastewater service only ✓
Both _____

1
Coker

DOCUMENT NO.
12728-94
12/21/94

APPLICATION FOR LANDLORD-TENANT EXEMPTION

4. The service area is located at: 4300 Riverside Dr.
Punta Gorda, Fl. 33982

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.

River Forest Village, Inc.
(Applicant please type or print)

12-19-94
(Date)

J. Albert Thomas
(Signature)
J. Albert Thomas

President
(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.



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 (2-91)

Jim Smith

Jim Smith
Secretary of State

FLORIDA PUBLIC SERVICE COMMISSION
INSTRUCTIONS FOR FILING APPLICATION FOR EXEMPTION FROM REGULATION
OR NON-JURISDICTIONAL FINDING

Under Section 367.022, Florida Statutes, there are nine kinds of exemptions for water and wastewater systems from regulation by this Commission. In addition, some operations do not meet the definition of "utility" in Section 367.021(12), Florida Statutes, and are not, therefore, subject to the jurisdiction of this Commission.

A utility only qualifies for exemption from the regulation or jurisdiction of this Commission under very narrow circumstances. Therefore, in order to process your request as quickly as possible, you must specifically state which type of exemption you are applying for and submit all of the information and documentation listed in Rule 25-30.060, Florida Administrative Code, for that exemption. Attached are applications for each type of exemption or non-jurisdictional finding, and copies of Section 367.021(12) and 367.022(1-9), Florida Statutes, Rule 25-30.060, Florida Administrative Code, and selected rules which are pertinent to particular applications.

- FORM 1 - Bottled Water Exemption
- FORM 2 - Governmental Authority Exemption
- FORM 3 - Manufacturer's Exemption
- FORM 4 - Public Lodging Establishment Exemption
- FORM 5 - Landlord-Tenant Exemption
- FORM 6 - Small System Exemption
Rule 25-30.055, Florida Administrative Code-Page 14A
- FORM 7 - Nonprofit Association Exemption
- FORM 8 - Reseller Exemption
Rule 25-30.111, Rule 25-30.262 through 25-30.267,
Florida Administrative Code, and Section 367.122,
Florida Statutes-Pages 18A through 18G
- FORM 9 - Industrial Wastewater Exemption
- FORM 10 - Non-Jurisdictional Entities

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, licensee 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 of 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