

941044

**APPLICATION FOR RESERVE EXEMPTION**  
SECTION 367.022(8), FLORIDA STATUTES  
RULE 25-30.060(3)(h), FLORIDA ADMINISTRATIVE CODE

ORIGINAL  
COPY

The application must be signed by the owner or accompanied by a Letter of Authorization from the owner.

NAME OF SYSTEM: Emerald Lake

PHYSICAL ADDRESS OF SYSTEM: 24300 airport Road

Punta Gorda, Florida 33950

COUNTY WHERE SYSTEM IS LOCATED: Charlotte

NUMBER OF UNITS 1,000 WHEN CONSTRUCTED 1980's

NAME OF SYSTEM OWNER(S): Chateau Properties, Inc.

MAILING ADDRESS (IF DIFFERENT): 14205 East Colonial Drive

Orlando, Florida 32826

PRIMARY CONTACT PERSON:

NAME: Robert Munro, Director of Utilities

ADDRESS: 142 East Colonial Drive

Orlando, Florida 32826

PHONE NO.: (407) 273-2360

- ACK
- AFA
- APP
- CAF
- CMU
- CTR
- EAG
- LEG
- LIN
- OPC
- RCH
- SEC
- WAS
- OTH

NATURE OF OWNER'S BUSINESS ORGANIZATION (CORPORATION, PARTNERSHIP, LIMITED PARTNERSHIP, SOLE PROPRIETOR, ASSOCIATION, ETC.).

Corporation

I believe this system to be exempt from the regulation of the Florida Public Service Commission pursuant to Section 367.022(8), Florida Statutes, for the following reasons:

1. Service will be provided at a rate or charge that does not exceed the actual purchase price.

DOCUMENT NUMBER-DATE

04877 APR 30 88

FPSC-RECORDS/REPORTING

APPLICATION FOR RESELLER EXEMPTION

2. Reseller is aware of the requirements of Rule 25-30.111, Florida Administrative Code, regarding annual reporting requirements. (Rule attached.)
3. Reseller is aware of the requirements of Section 367.122, Florida Statutes and Rules 25-30.262 through 25-30.267, Florida Administrative Code, regarding the examination and testing of meters. (Statute and Rule attached.)
4. The utility services provided are:  
Water X Wastewater \_\_\_\_\_  
or Septic \_\_\_\_\_  
For service not provided, please state how handled:  
\_\_\_\_\_  
\_\_\_\_\_
5. Utility which provides bulk service to the reseller:  
Name: City of Punta Gorda  
Phone Number: (941) 639-2528  
Number of Master Meters and sizes: \_\_\_\_\_  
\_\_\_\_\_
6. Attached are current rates and charges of the provider in 5 above.
7. Attached is a schedule of reseller's proposed rates and charges. The schedule must specifically whether or not the reseller proposes to charge for the following items and, if so, the proposed rate or charge:
  - a. common area water
  - b. security depositsThe Commission currently does not allow resellers to charge tenants for administrative or operating costs.
8. Attached is a comparison showing that the amount the reseller proposes to charge tenants will not exceed the cost to provide the service.
9. Attached is an explanation of the proposed method of billing customers, separately, for both water and wastewater.
10. Residents will be billed within \_\_\_\_\_ days after the meters have been read.

APPLICATION FOR RESELLER EXEMPTION

If the reseller proposes to contract out metering or billing services, provide the following documentation.

SERVICE COMPANY: N/A

ADDRESS: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

11. Attached a copy of the service agreement.
12. Attached is a statement that the reseller, and not its agent, will control customer deposits, if applicable.

\* \* \* \* \*

Attached is Rule 25-30.111, Florida Administrative Code, which explains the annual reporting requirement of resellers. Also attached is Section 367.122, Florida Statutes, which explains reseller responsibility to examine and test meters. Also attached are Rules 25-30.262 through 25-30.267, Florida Administrative Code, which expand on reseller responsibilities for meter accuracy, meter test methods, meter testing equipment, periodic meter tests, meter tests by request and recordation of meter tests. The attached rules should be read, as acknowledged on the application, and retained by the reseller.

\* \* \* \* \*

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 or s. 775.083, F.S.

4. 2 - 96  
(Date)

Robert S. Munro  
Owner's Signature

Robert S. Munro  
Owner's Name (Typed or Printed)

Utilities Director  
Owner's Title

**APPLICATION FOR RESELLER EXEMPTION**

The original and four copies of the completed application and the supporting documentation should be mailed to:

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



# City of Punta Gorda, Florida

(941) 639-2528  
Customer Service & Collections Dept.

900 WEST HENRY STREET  
PUNTA GORDA, FLORIDA 33960

March 11, 1996

Emerald Lake/Micky  
24300 Airport Rd  
Punta Gorda, FL 33950

Ref: Account 01712-1467

Dear Micky,

Attached, please find a copy of the water/sewer rate increase that went into effect March 1, 1996.

I have used a copy of your latest bill and broke it down for you. I you still have any questions, please feel free to call me back.

Sincerely yours

Rita Adkins  
Customer Service Representative

ms

*Price 7x month 1996,  
water rate per 1000 = 2.25  
New Rate Effective  
March 1996 -  
2.72 per 1000.*

*MA*

**CITY OF PUNTA GORDA (REV 3/1/96)  
 CUSTOMER SERVICE & COLLECTIONS DEPARTMENT  
 900 W HENRY STREET, PUNTA GORDA, FL 33950 PHONE: (941)639-2528**

METER SIZE	WATER FLAT RATE			
	INSIDE CITY LIMITS		OUTSIDE CITY LIMITS	
3/4"-5/8"	\$ 5.78	FLAT RATE	\$ 7.22	FLAT RATE
	\$ 5.07	PER RTS/ERU	\$ 7.33	PER RTS/ERU
1"	\$ 8.55	FLAT RATE	\$ 10.60	FLAT RATE
	\$ 5.07	PER RTS/ERU	\$ 7.33	PER RTS/ERU
1-1/2"	\$ 13.05	FLAT RATE	\$ 17.31	FLAT RATE
	\$ 5.07	PER RTS/ERU	\$ 7.33	PER RTS/ERU
2"	\$ 24.44	FLAT RATE	\$ 30.55	FLAT RATE
	\$ 5.07	PER RTS/ERU	\$ 7.33	PER RTS/ERU
3"	\$ 60.94	FLAT RATE	\$ 76.17	FLAT RATE
	\$ 5.07	PER RTS/ERU	\$ 7.33	PER RTS/ERU
4"	\$ 94.10	FLAT RATE	\$ 117.62	FLAT RATE
	\$ 5.07	PER RTS/ERU	\$ 7.33	PER RTS/ERU
6"	\$ 201.23	FLAT RATE	\$ 251.53	FLAT RATE
	\$ 5.07	PER RTS/ERU	\$ 7.33	PER RTS/ERU
8"	\$ 290.71	FLAT RATE	\$ 363.30	FLAT RATE
	\$ 5.07	PER RTS/ERU	\$ 7.33	PER RTS/ERU

ERU is a measurement for EQUIVALENT RESIDENTIAL UNIT  
 RTS is a measurement for READINESS TO SERVE

Thousands of Gallons of Water Used	WATER USAGE CHARGE PER RTS/ERU	
	INSIDE CITY LIMITS	OUTSIDE CITY LIMITS
1,000 - 10,000	PER THOUSAND GALLONS \$ 2.72	\$ 3.40
11,000 - 20,000	\$ 3.12	\$ 3.91
21,000 - 40,000	\$ 3.52	\$ 4.40
40,000 - 80,000	\$ 3.93	\$ 4.91
OVER 80,000	\$ 4.34	\$ 5.42

	FLAT RATE FOR WASTEWATER	
	INSIDE CITY LIMITS	OUTSIDE CITY LIMITS
RESIDENTIAL/MF (RTS/ERU + USAGE)	\$20.70/ERU + \$1.21/ (1,000-10,000 usage)	\$25.87/ERU + \$1.51/ (1,000-10,000 usage)
COMMERCIAL (RTS/ERU + USAGE)	\$20.70/ERU + \$1.21 (all usage)	\$25.87/ERU + \$1.51 (all usage)

- REFUSE (INSIDE CITY LIMITS ONLY)**
- Residential - \$13.99 for twice weekly pickups
  - Commercial - Standard 20 Gal Can: \$12.15 + \$2.09 per can
  - Stationary Bins: \$12.15 + \$13.50 per cu yd capacity
  - Dumpster: \$12.15 + \$7.49 per cu yd capacity

**SERVICE CHARGES**

Turning On/Initial Reading - Shutting Off the water meter during  
 regular working hours-----\$15.00  
 After hours, weekends or holidays-----

Print Key Output Page 1  
 5760551 V3R0M5 940604 04/11/96 11:58:48  
 Display Device : CS601905P  
 Unit : RTAM

01470107 3/11/96  
 CITY OF PUNTA GORDA 11:58:44  
 Account History Consumption and Actual Charges

Customer ID: 1712 Name: EMERALD LAKE PROP  
 Location ID: 1467 Addr: 24300 AIRPORT RD  
 Cycle/Route : 01 01 Bill type : CYCLE BILL  
 Bill date : 3/08/96 Prev balance: .00 Charges : 116.04 71  
 Due date : 4/01/96 Adj/Pmts : .00 Bill amt: 116.04 71  
 Type options, press Enter.

Opt	Type	Reading	Date	Actual Consumption	Demand Consumption	Days	Motor Number	Est. Cnt Cd
WA	REN		3/04/96	731.00	.00	31	7135582	

Opt	Comp	Description	Billed Consumption	Amount	Rate Group	5/W
01	SW	PRIS PER RIS/FRU	.00	4101.40	PG/1/ME	
02	WW	WASTEWATER CHARGE	731.00	884.51	PG/1/ME	

F3-Exit F6-Date F10-Budget charges F11-Consumption F12-Mance-1



*Copy*

To: Lot #640-001 -2

From: Community Management

Date: April 1, 1996

Re: Notice of Increase in Water and Sewer Rates

This letter serves as a 90 day notice of water and sewer rate increases for residents of Emerald Lake. The increase will be effective July 1, 1996.

The rates for water and sewer usage charged by the City of Punta Gorda were increased effective March 1, 1996 as follows.

<u>Service</u>	<u>Current Rate</u>	<u>Rate Effective 7/1/96</u>
Water Rates - Basic Monthly Rate	\$ 4.88	\$ 5.67
- Per 1,000 Gallons	2.28	2.72
Sewer Rates - Per 1,000 Gallons	1.00	1.21

The new rates will be reflected in the July water and sewer bill.

*90 day notice to Residents re: water increase*



# EMERALD LAKE



cc/

JULY 3, 1995

TO: JIM MARTENSON  
FROM: BOB PARKER

SUBJ: WATER METER, 10% TAX ON SEWER

PER CITY OF PUNTA GORDA. WE CANNOT CHARGE 10% COUNTY UTILITY TAX ON THE SEWER. THEREFORE THIS BILLING SHOULD ONLY HAVE A TAX CHARGE FOR WATER. SECONDLY, WE NEED TO GO BACK 6 QUARTERS AND COMPUTE A REBATE ON THE SEWER READINGS. FOR THE SATISFACTION OF ALL CONCERNED, THE CREDIT SHOULD BE CLEARLY DEPICTED ON THE RESIDENTS WATER BILL.

THANK YOU FOR HELPING ME WITH THIS MATTER. AS PER OUR PHONE CONVERSATION, AM AWARE THAT THERE WILL BE AN EXTRA CHARGE FOR YOUR LABOR.

SINCERELY,

ROBERT PARKER

AN ADULT COMMUNITY

24300 AIRPORT ROAD • PUNTA GORDA, FL 33950 • 1-800-771-6909 • 813-639-3800

We are committed to provide our homeowners with exceptional service in an active, friendly, affordable community.



COPY

TO: ~~VINCENT GAMBONE~~  
640-801-0003-1

From: Community Management

Date: September 23, 1995

Re: Notice of Increase in Lot Rental Amounts

Pursuant to Rule 61B-32.002, Florida Administrative Code, and Section 723.037, Florida Statutes, this serves as a notice of lot rental increase for residents of Emerald Lake. The lot rental increase will be effective January 1, 1996.

The increase in the base rent for your lot reflects an increase of 2.8% in the Consumer Price Index.

The increase or decrease in Pass-ons is in direct response to increases or decreases instituted by the State of Florida or the Charlotte County Commissioners.

The Tax Pass-on for 1995 reflects a decrease of \$3.59 due to a decrease in the assessed value.

The DBPR Pass-on reflects no change from last year's annual fee charged by the DBPR (Department of Business and Professional Regulation) of \$4.00 per lot.

The Sewer Pass-on reflects no change from last year's pass-ons.

The Trash Pass-on reflects no change from last year's pass-ons.

Your monthly lot rental amount will increase or decrease as follows:

	<u>1995</u>	Increase (Decrease)	<u>1996</u>
Base Rent	\$184.33	\$6.44	\$190.77
<b>Pass-ons required by Government Increase</b>			
Tax Pass On	\$11.62	(\$3.59)	\$7.93
DBPR Pass On	\$0.33	\$0.00	\$0.33
Sewer Pass On	\$17.15	\$0.00	\$17.15
Trash Pass On	\$13.00	\$0.00	\$13.00
<b>Total Rent</b>	<b>\$237.32</b>		<b>\$238.17</b>

Please continue on Page 2



This lot rental increase applies to all residents of Emerald Lake except the following lots: 10, 13, 16, 18, 20, 21, 22, 146, 149, 192, 204, and 205.

#### UTILITY SERVICE RATES

The rates for water and sewer usage charged by the City of Punta Gorda have not changed from 1995.

<u>Service</u>	<u>1995</u>	<u>1996</u>
Water Rates - Basic Monthly Rate	\$ 4.88	\$ 4.88
- Per 1,000 Gallons	2.25	2.25
Sewer Rates - Per 1,000 Gallons	1.00	1.00

#### IMPORTANT REALE DISCLOSURE REQUIREMENT

If you sell your home, it is YOUR responsibility to inform the new homeowner that the above base lot rental amount will be brought to market value for that homeowner, and that he/she MUST enter into a new lease agreement with management BEFORE January 1st of the succeeding year. Failure to disclose these facts to your buyer AND to inform management of the buyer's identity before closing may result in litigation.

**Emerald Lake  
24300 Airport Road  
Punta Gorda, Florida 33950**

~~Richard & Eliner Parker  
24300 Airport Road Lot No. 10  
Punta Gorda, Florida 33950~~

**WATER BILL**

April 17, 1995

March 31, 1995 Reading	188,510
Prior Reading	180,790
	-----
Usage for Quarter	7,720

**Charges for**

Water (\$2.25/1000 Gallons)	17.37
Sewer (\$1.00/1000 Gallons)	7.72
	-----
Total Water and Sewer Charge	25.09
County Utility Tax	2.51
Base Charge (\$4.56/Month)	14.58
	-----
Total Charges	42.18
	-----

~~2.51~~

Please pay with separate check payable to Emerald Lake.  
If not paid ~~April 30th~~, there will be a \$10.00 Late Fee Charged.  
*MAY 15*

*Typical  
Water Bill.  
B.P.*

## Exhibit A

**EMERALD LAKE  
Rental Agreement**

THIS LEASE is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between EMERALD LAKE PROPERTIES, LTD., a Florida Limited Partnership, hereinafter called "Landlord," and \_\_\_\_\_, hereinafter called "Tenant."

**WITNESSETH:**

That, for and in consideration of the rent payments and the terms, covenants and conditions hereinafter set forth, Landlord and Tenant agree as follows:

**1. LEASED PREMISES:** The premises leased to Tenant by this Lease (the "Leased Premises") are described as follows:

Location No. \_\_\_\_\_ EMERALD LAKE, Charlotte County, Florida, together with the non-exclusive right to use the avenues, streets and ways in Emerald Lake.

**2. TERM:** The term of this Lease shall be for a period of \_\_\_\_ months, commencing the day of \_\_\_\_\_, 19\_\_\_\_, and ending the 31st day of December, 19\_\_\_\_.

**3. RENT:** Tenant agrees to pay as rent for the leased premises, the sum of \$\_\_\_\_\_ per month, payable in advance without notice or demand on the first day of each calendar month during the lease term, without deduction or offset. If the term commences on any day other than the first day of a calendar month, a pro rata portion of a full month's rent shall be paid on the first day of the lease term and a corresponding pro rata portion shall be paid for any partial calendar month at the end of the lease term. This net rental amount is determined by the following factors:

- a. The present base monthly rental amount for location number \_\_\_\_\_ is \$\_\_\_\_\_.

1

The base rent is subject to annual increase, effective each January 1st, in accordance with any increase (but not a decrease) in the Not United States Department of Labor Consumer Price Index, as now published by the U.S. Bureau of Labor Statistics under the caption: "United States City Average for Urban Wage Earners and Clerical Workers All Items (1967=100)," or any revision or equivalent thereof hereafter published by that Bureau, and if there ceases to be any such publication, any other substantially equivalent price index generally recognized as authoritative (the "CPI"). The amount of each increase in the base rent will be equal to the percentage increase in the CPI over the "Measuring Period." For this purpose, the "Measuring Period" means the twelve (12) month period ending on the last day of each July.

In addition to the base rent, homeowners are required to pay governmental and utility

b. **Governmental and Utility Charges:** Governmental and utility charges means those amounts, other than Special Use Fees, which are itemized and charged separately from the rent and which represent the homeowner's share of costs charged to the community owner by any state or local government or utility company including taxes, special assessments and fees. Each homeowner will be responsible for an equal share of governmental and utility charges. "Taxes" means all general and special ad valorem taxes levied upon or assessed against the community owner. If the method of property taxation prevailing as of the date hereof is changed so that taxes now levied or assessed on real or personal property are replaced partially or completely by a tax levied or assessed upon the community owner, as a capital levy or otherwise, or on or measured by rents received by community owner from the homeowners, then such new or altered taxes shall be deemed included within the definition of "Taxes".

The present share of taxes for your location is \$ \_\_\_\_\_ per month.

The present share of governmental or utility special assessments for your location is \$ \_\_\_\_\_.

Each homeowner will also be responsible for any increase in the annual fee or any other fee charged by The Department of Business Regulation. That fee is presently \$ \_\_\_\_\_ per month per location.

An increase in one or more of the factors set out in this rental agreement as the basis for future rent increases may result in an increase in the homeowner's rent or other charges. The community owner shall furnish at least 90 days advance notice to the homeowner of any such increase in rent or other charges. Such increases shall not occur more frequently than annually.

2

c. **Pass Through Charges:** The term "Pass through charges" means the mobile home owner's proportional share of the necessary and actual direct costs and impact or hookup fees for a governmentally mandated capital improvement, which may include the necessary and actual direct costs and impact or hookup fees incurred for capital improvements required for public or private regulated utilities.

d. **Additional Charges:** Tenant may be required to pay additional rent under this Lease as follows:

The cost of all utility services, if any, separately metered or equally apportioned to the leased premises.

Reimbursement to Landlord of an equal share of any costs of replacement of existing utility systems, or costs of furnishing new utility systems.

#### 4. SPECIAL USE FEES

a. If a homeowner wishes to utilize the storage area adjacent to the community, there is a fee for such use. The amount of the fee is presently \$ \_\_\_\_\_ semi-annually.

b. If a homeowner fails to trim and edge the location lawn, or fails to trim the location shrubbery and/or trees, or otherwise causes an unsightly condition, the Community Manager may, in his sole discretion, cause such trimming and edging to be performed, and may assess the homeowner a fee for the expense of performing same. The amount of the fee is presently \$ \_\_\_\_\_ per hour.

be imposed. The amount of the late charge is presently \$\_\_\_\_\_.

d. There is a fee charged if Tenant's security card is lost or stolen. The fee is presently \$\_\_\_\_\_.

e. If a homeowner's lot rental amount payment check is returned by a financial institution to the community owner or Community Manager, then the homeowner who furnished said check will be charged a returned check fee. The amount of the fee is presently \$\_\_\_\_\_.

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The occurrence of one or more of the following factors may result in increases or decreases in the above Special Use fees: An increased or decreased expense to the community owner for maintenance of storage areas, an increase or decrease in the cost of security cards, the necessity for providing a more effective deterrent to late payments of rent and/or an increased or decreased expense to the community owner for necessary edging and trimming. Notwithstanding the foregoing, the community owner may increase or decrease the Special Use Fees from time to time when current market conditions necessitate such changes. Current Market conditions means where applicable: The amount a willing person would pay for similar storage space and/or similar trimming and edging services. Homeowners will be notified 90 days prior to any increase in Special Use Fees.

5. USER FEES: The term "user fees" means those amounts charged in addition to the lot rental amount for nonessential optional services provided by or through the park owner to the mobile home owner under a separate written agreement between the mobile home owner and the person furnishing the optional service or services. At the present time there are no User Fees.

6. RATES FOR SUBSEQUENT TERMS: At the expiration of the term of this Lease, as set forth in Paragraph 2 above, on the condition that the Tenant has complied with the terms and conditions of this Lease, and unless this Lease is assigned by Tenant or is terminated by Tenant or is terminated pursuant to any other provision hereof, the Landlord will enter into a new one (1) year lease with the Tenant, which lease shall contain substantially the same terms and conditions as this Lease. Provided, however, that Landlord may increase the base rent payable by Tenant under the new lease, over that rent which was payable under the previous lease and require other changes and modifications as permitted by law. Base rent increases shall be in accordance with other changes and modifications as permitted by law. Base rent increases shall be in accordance with

Index, as now published by the U.S. Bureau of Economic Analysis (City Average for Urban Wage Earners and Clerical Workers All Items (1967=100), or any revision or equivalent thereof hereafter published by that Bureau, and if there ceases to be any such publication, any other substantially equivalent price index generally recognized as authoritative (the "CPI"). The amount of each increase in the base rent will be equal to the percentage increase in the CPI over the "measuring period." For this purpose, the "measuring period" means the twelve (12) month period ending on the last day of each July. Not less than ninety (90) days prior to the expiration of this Lease, and not less than ninety (90) days prior to the expiration of subsequent leases entered into with the Tenant, Landlord shall notify Tenant of any increase in base rent over that rent which was payable under the previous Lease and of other changes or modifications of the lease provisions which are to be effective during the term of the new lease. At the request of Landlord, Tenant shall execute such written instruments as Landlord shall reasonably require for purposes of evidencing the new lease. In the event that Tenant does not wish to enter into a new lease, Tenant shall provide written notice that Tenant does not wish to enter into a new lease at least thirty (30) days in advance of the expiration of the term of this Lease, and thirty (30) days prior to the expiration of each successive one year Lease. At the time of expiration of the term of this

In case, in the event that Tenant does not wish to enter into a new lease, Tenant shall surrender possession of the leased premises to Landlord on or before the effective date of expiration and shall leave the leased premises in good order, condition and repair and in a clean and sanitary condition.

**7. ASSIGNMENT:** Tenant may not sublease the premises without the prior written consent of the Landlord, which consent may be withheld at the sole discretion of Landlord. In the event tenant sells his home he may not sublease the premises but must assign this rental agreement to the purchaser. Tenant may not assign this lease without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Prior to assigning this lease, Tenant shall notify landlord in writing of the name and address of the proposed assignee so that the landlord may disclose to the proposed assignee, prior to his occupancy of the home, the increase in the rental to the current market rate upon the expiration of the term of this lease on the next December 31st.

Unless prior to his occupancy of the home the proposed assignee agrees in writing to pay such increased rental, then landlord will not consent to the proposed assignment. Consent to any assignment shall be conditioned upon the assumption of this rental agreement by the assignee. If landlord consents to the assignment, then the assignee shall assume this rental agreement at the existing terms until its expiration on the next December 31st. If Landlord has consented to the assignment, then prior to the next January 1st, Landlord will enter into a written lease agreement with the assignee for a one (1) year term commencing the next January 1st, such lease to be on the same terms and conditions as leases then being offered to all other tenants in the community including rent at current market rates. Current market rental is the rental amount a willing home owner would pay for a similar location in a similar community offering similar densities, amenities and services. Any such assignment may be made only in conjunction with the sale of Tenant's home (located on the premises) to the purchaser thereof.

**8. RULES AND REGULATIONS:** Tenant agrees to comply with the rules and regulations of the Community and any modifications and additions thereto. Tenant agrees that such rules and regulations are reasonable and necessary for the proper and efficient operation of the community and for the health, safety and welfare of the residents and that the same may be enforced by Landlord for the benefit of the residents. Landlord shall have no liability to Tenant for failure to enforce any such rules or regulations.



**V. MAINTENANCE:** Landlord's responsibilities for the maintenance and upkeep of the community or the leased premises shall be limited to the following:

5

a. Landlord shall provide entrance gate security, basic lawn mowing services for the leased premises; provided, however, that trimming and edging along driveways, next to homes, streets, sidewalks, and planters, weeding services and trimming of shrubbery and trees are not included in the basic lawn services to be provided by Landlord.

b. Landlord shall maintain all underground utilities to the point at which they connect with utilities serving the mobile home located on the leased premises; provided, however, that Landlord's responsibility under this provision shall not extend to utilities maintained by the utility company or governmental agency or entity furnishing the same.

c. Landlord shall maintain all recreational facilities, the clubhouse, swimming pool, roads, and drainage and other common areas within the community. All such maintenance and repair work required by this paragraph will be performed by the Landlord in such manner, and at such times, as shall be determined by Landlord in its sole discretion. The performance by Landlord of any such maintenance or repair work shall be excused to the extent that Landlord is delayed or prevented from its performance by causes beyond Landlord's reasonable control, including, without limitation, delays resulting from labor strikes, acts of God, accidents, orders or regulations imposed by governmental authorities, inability to obtain labor or materials, or any other cause similar or dissimilar to the foregoing.

**10. DEFAULT:** In the event of any default by Tenant in the performance and satisfaction of Tenant's obligation under this Lease, including, without limitation, any default by Tenant in the payment of any rentals, additional rentals or other sums due hereunder, then Landlord may, at its option and subject to delivery of such notices to Tenant as are required by law, exercise any and all rights and remedies provided by law. In particular, Landlord shall have all rights provided in Florida Statutes, Chapter 723.

**11. EASEMENTS:** This Lease is subject to easements of record, if any, and any easements hereafter reserved by Landlord or granted by Landlord to any utility company, governmental authority or district for purposes of installation, maintenance and repair of utilities, including, without limitation, water, sewer, electric, cable T.V., drains, catch basins, curbs, gutters, wiring or conduits, over, through and under the leased premises.

**12. ZONING:** This community is zoned MHP. The zoning authority is the City of Punta Gorda, Florida. The Landlord will notify each Tenant, or if a Tenant's association has been established, the directors of the association, in writing, of any application for a change in zoning of the community within five (5) days after the filing for such zoning change with the zoning authority. The Landlord has no definite future plans to change the use of the land comprising the community.

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**13. COVENANTS:** In addition to performing all other obligations of Tenant under the provisions of this Lease, Tenant agrees that at all times during the primary term of this lease, and any renewal thereof, Tenant shall:

- a. Comply with all obligations imposed upon tenants of mobile home communities by applicable laws and governmental codes;
- b. Keep the leased premises in good order, condition and repair, and in a clean and sanitary condition;
- c. Not destroy, defect, damage, impair or remove any part of the leased premises or property therein belonging to Landlord, nor permit any guest or invitee to do so;
- d. Conduct all activities on the leased premises and in the Community, and cause all guests and invitees of Tenant to conduct their activities on the leased premises and in the Community, in a manner that does not unreasonably disturb other tenants in the Community or constitute a breach of the peace; and
- e. Comply with all obligations of Tenant pursuant to any written agreement between Tenant and Landlord with regard to optional nonessential services provided by Landlord.

**14. LIABILITY AND RISK OF LOSS:** Landlord shall be and is hereby held harmless by Tenant from any liability for damages to person or property in or upon the leased premises, including at Tenant's invitation, express or implied. All risk of loss, damage or destruction of any property placed upon the leased premises by Tenant, or invitees of Tenant, shall be at Tenant's sole risk and hazard. In the event of a taking of all or any portion of the leased premises in condemnation proceedings or for public or quasi-public use, this Lease shall be automatically terminated and any award of damages shall be the sole property of Landlord subject, however, to Tenant's rights under Florida Statutes, §73.072.

**15. LAW:** Landlord and Tenant agree that Florida law in general and more specifically Chapter 723, Florida Statutes, govern the tenancy created hereby.

**16. NOTICES:** All notices and other written communication to Landlord under this Lease shall be mailed to the following address or hand-delivered to the Community Manager:

Ned Allen  
1415 E. Sunrise Blvd, Suite 302  
Fl. Lauderdale, Florida 33304

All notices and other written communication to Tenant under this Lease shall be mailed or hand-delivered to Tenant's address. Those notices required by Chapter 723, Florida Statutes, to be sent certified mail or registered mail, return receipt requested, shall be sent in that manner.

**17. LANDLORD'S RIGHTS:** The rights of the Landlord contained herein are cumulative, and the 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.

**18. ATTORNEYS' FEES:** Should it become necessary for either party to employ an attorney to enforce the terms of this Lease, then in such event the prevailing party shall be entitled to recover its costs including reasonable attorneys' fees, which term shall include fees for all appellate proceedings, if any.

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

Signed, sealed and delivered  
in the presence of:

**EMERALD LAKE PROPERTIES, LTD.**  
a Florida Limited Partnership

\_\_\_\_\_  
\_\_\_\_\_  
As to Landlord

By: \_\_\_\_\_  
AUTHORIZED AGENT "LANDLORD"

\_\_\_\_\_  
\_\_\_\_\_  
As to Tenant

\_\_\_\_\_  
"TENANT"



October 2, 1995

To Whom It May Concern:

Please be advised that Robert S. Munro as Utilities Director for Chateau Properties is authorized to execute all documents associated with the Water and Wastewater facilities at

Leon Pilgrim  
Regional Property Manager  
Chateau Properties  
Florida Region

## CHATEAU PROPERTIES, INC.

MICHIGAN HEADQUARTERS  
19500 HALL ROAD • CLINTON TOWNSHIP, MI 48038-1477 • (810) 288-3600 FAX (810) 288-1496

FLORIDA REGIONAL OFFICE  
14205 EAST COLONIAL DRIVE • ORLANDO, FL 32826 • (407) 823-7811 FAX (407) 273-2368

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