

CRYSTAL LAKE MOBILE HOME PARK

LEASE AGREEMENT

THIS LEASE is made and entered into this March 25, 2013, at Avon Park, Florida, by and between CRYSTAL LAKE MOBILE HOME PARK, herein called the Community, and [REDACTED], herein called the owner-tenant(s).

WITNESSETH, that in consideration of the covenants herein contained on the part of the said owner-tenant to be kept and performed, the Community does hereby lease to the said owner-tenant the following described property at:

[REDACTED], Lot # [REDACTED].

TO HAVE AND TO HOLD the same from [REDACTED], 2013, until the 31st day of December, 2013, the said owner-tenant paying therefore the initial monthly rental as set out above from the beginning of this lease until the 31st day of December, 2013. Annual monthly rental increases for the calendar years 2014 and subsequent years will be based on no less than \$5.00, nor more than the increases in the Consumer Price Index (defined as the United States Department of Labor Consumer Price Index, U.S. City Average, All Urban Consumers, 1967 equals 100) ("CPI"). Base rent will also be increased in calendar years subsequent to the initial year by any increase in real estate or other taxes and assessments by a state or local government above the percentage increase in the CPI. Such increase above the CPI increase will be charged prorata among all lots to the residents in the January 1st billing. Lease renewals and increases will become effective the first day of January of each year thereafter and will be part of the lease agreement for that year.

Rental payments are due on or before the 1st day of each month for that month, at the place designated by the Community.

The owner-tenant further covenants and agrees to the following:

1. To make no unlawful, improper, or offensive use of the property.
2. To comply with the rules and regulations of the park. A copy of said rules and regulations has been furnished to the owner-tenant.
3. That the lease is governed by Chapter 723 (Florida Mobile Home Act) Florida Statutes, the provisions of which are incorporated herein by reference.
4. Actions by the owner-tenant which constitute grounds for evictions under Section 723.061, Florida Statutes, shall be a violation of this lease. Failure of the community to evict a tenant for the violation of any one of the grounds set forth in Section 723.061, Florida Statutes, or for any grounds provided for in this lease, shall not waive the right for the Community to consider any subsequent violation of the same grounds or the violation of any other grounds, a breach of this lease by the owner-tenant so long as permitted by Chapter 723, Florida Statutes.
5. As provided in the rules and regulations, rules and regulations may be modified, eliminated or additional rules and regulations adopted by the Community upon giving the owner-tenant notice thereof as required by law and said rules and regulations in accordance with Chapter 723, Florida Statutes.
6. This lease and the privileges contained herein are not assignable, and said lease is only valid as long as those executing this lease reside upon the premises set forth in this lease, and are in full conformance of all provisions of this lease and Park Rules and Regulations, except that a new home owner may assume in writing the balance of the annual lease through December 31 of the year of purchase in accordance with Chapter 723, Florida Statutes. A new home owner may rely on the Prospectus as delivered to the owner-tenant.
7. Owner-tenant expressly understands and agrees that, upon execution of this lease, all prior leases, rental agreements, negotiations and other agreements between the parties regarding the lot leased are hereby terminated, void, and of no legal force and effect.
8. Other financial obligations of the owner-tenant, not including any user fees, are as follows:

Fees or Charges

Yard Maintenance (not charged unless owner fails to maintain yard)	\$30.00 per cutting
Water and Sewage	Mandated by the City of Avon Park per consumption
Late Check Charge	\$ 1.50 per day
Bad Check Charge	\$ 30.00
Extra Resident Fee	\$ 10.00 per month

The fees will be charged and increased as set out in Section VIII(F) and (G) of the Prospectus.

9. The Community reserves the right to pass on and pass through charges in accordance with the Prospectus and Chapter 723, Florida Statutes.

10. Owner-tenant(s) acknowledge that they have read the foregoing, the Rules and Regulations, and the Prospectus, and that owner-tenant was offered the foregoing lease prior to occupancy.

We have read and understand this lease agreement and agree to the terms set out herein.

Witness our hands and seals as of the date set out above.

Owner - Tenant

Owner - Tenant

Community
Representative