



# PINE TREE PARK

MARINA & OCEAN ACCESS

## LEASE 2020 OF LOT FOR A MOBILE HOME IN PINE TREE PARK 55+ COMMUNITY

Throughout the lease the term « Manufactured Home » is used synonymously with the term « Mobile Home »; the term « Manufactured Home Community » is used synonymously with the term « Mobile Home Park »; the term « Lessor » is used synonymously with the « Park Owner » ; and the term « Lessee » is used synonymously with the term « Home Owner » as the latter terms are defined in *Chapter 723,068, Florida Statutes* - link : <http://www.leg.state.fl.us>.

This lease made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, by and between **PINE TREE PARK Co-op, Inc.** hereafter referred to as « Lessor » and \_\_\_\_\_ and

It is mutually understood that the Manufactured Home is personal property and not real property.

### WITNESSETH

1. That in consideration of the rental amount, covenants, and agreement to be kept and performed, by **Lessee(s)** hereunder, **Lessee(s)** lease from Lessor the premises subject to the term and condition as hereinafter set forth.

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Lessor hereby leases to the **Lessee(s)** for the installation of or purchase thereof a Manufactured Home on the lot number \_\_\_\_\_,

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To wit : \_\_\_\_\_.

Located in this Manufactured Home Community with the full understanding that the property of the **Lessee(s)** is to be occupied **solely as a private dwelling only by Lessee(s) and any other persons specifically approved by Lessor below.**

Initials

Only the following persons are approved for the occupancy under this lease. Any unapproved person(s) who occupy the Manufactured Home shall subject the names **Lessee(s)**, the unapproved person(s) and the Manufactured Home to **immediate eviction from the Mobile Home Community.**

Number of \_\_\_ person(s) will occupy this space. One occupant **MUST BE 55+** living in the unit and the other occupant(s) must be **AT LEAST 45 years old.**

X \_\_\_\_\_  
**Lessee #1**

\_\_\_\_\_  
**Age / years**

\_\_\_\_\_  
**Tag #**

X \_\_\_\_\_  
**Lessee #2**

\_\_\_\_\_  
**Age / years**

\_\_\_\_\_  
**Tag #**

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2. **THE TERM :** The term of the lease shall be for the period of 12 months, commencing on the \_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, and expiring on the\_\_\_\_\_.

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Thereafter, the rental term may be extended for additional terms subject to such changes in the lot rental amount and terms and conditions of the lease as permissible under the Florida law.

Initials

In the event of **Lessee(s)** continues to reside on the lot into a new term, the increased lot rental amount and any other changed term or condition of the lease property noticed pursuant to *Chapter 723,068, Florida Statutes*, shall automatically become a term or condition of the tenancy then created. The **Lessor** reserves the right to increase the lot rental amount, upon ninety (90) day notice, on a date other than the expiration date of the term of the lease, when the manner of the increase is disclosed in the Prospectus and/or lease exceed twelve (12) months, and provided that the increase in the lot rental shall occur no more frequently than annually.

3. **NOTICES :** Any notice to the **Lessor** under this lease shall be sent to the this address: **Pine Tree Park Co-op, Inc , 430 Hibiscus Drive, Deerfield Beach, Florida 33442.**

Any notice to the **Lessee(s)** under this lease or the Prospectus shall be sent to the following address as designated by **Lessee(s)**:

**Mailing Address:** *Please check the box if same address written in Section 1 above.*

Or / And

Other mailing address : \_\_\_\_\_

Sate/Province : \_\_\_\_\_ Zip Code : \_\_\_\_\_

Country : \_\_\_\_\_ Period of the year : \_\_\_\_\_

**Resident #1 Name :** \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Other phone: \_\_\_\_\_ Email : \_\_\_\_\_

**Resident #2 Name :** \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Other phone: \_\_\_\_\_ Email : \_\_\_\_\_

4. **LOT RENTAL AMOUNT :** The following is a listing of all the types of financial obligations, which are required as a condition of tenancy.

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a. **BASE RENT :** The base rent for the term shall be paid on the first day of the month of the inception of the lease. Base rent shall continue each month thereafter during the remainder of the term of this lease. The obligation includes any subsequent increases in the lot rental amount as allowed in the Prospectus or *Chapter 723,068, Florida Statutes*, during the term of this lease or any subsequent term.

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Initials

The base rent for your lot is **\$ 735.00 per month** due on the **first day of each and every month.**

b. **SPECIAL USE FEES:** Special use fees that the **Lessee (s)** will be responsible for, include:

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i. **Late payment fee of \$ 25.00** for the lot rental received **after the 3rd day of the month.**

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ii. **Return check fee of \$ 35.00 for each check** not honored by the banking institution upon which the check is drawn.

Initials

iii. Property taxes \$ **N/A** . Any and all personal property taxes imposed as a result of improvements created by the tenant(s) on his/their lot and left unpaid by the **Lessee(s)** at the time of the sale of the home.

**N/A**

iv. Application Fee : **A non-refundable** new tenant(s) application fee of **\$100.00 per person** for investigation and administrative costs.

v. Security deposit of **\$ N/A** due upon entry into the Community to insure, compliance with the Prospectus, Rules and Regulations, Lease and *Chapter 723,068, Florida Statutes*. This security deposit will be handled in accordance with *Chapter 83.49, Florida Statutes*

**N/A**

c. **GOVERNMENTAL OR UTILITY CHARGES :** The *Lessor* may charge the **Lessee(s)** for any costs incurred by the *Lessor* and/or caused or charged by any state, federal, or local government or utility company.

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Initials

These charges will be assessed to the **Lessee(s)** based on actual usage, which may be determined by meter or other measurement, on a pro rata basis, or based on the benefit conferred on the **Lessee(s)**. Certain of these government or utility charges, subject to the requirements of *Chapter 723,068, Florida Statutes*, may be « **Passed on** » by the *Lessor* at any time during the term of the lease.

These « **Pass on** » charges may be assessed more often than annually and if charged for separately, the allowable « **Pass on** » charges will not be otherwise collected in the remainder of the lot rental amount.

- e. **ASSESSMENTS** : Assessments may be imposed in addition to the base rent, based on increased cost to the *Lessor*, including but not limited to any costs arising due to **Acts of God or third parties**, as set forth in the section on increases in the lot rental amount of the Prospectus. the assessment will be imposed as set forth in the notice of assessments. The notice of assessment will be **delivered ninety (90) days prior** to the effective date of the assessment.

- 5. **INCLUDED AND NON INCLUDED SERVICES** : As of the filling date of the Prospectus, the following services are included within the base rent :

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Initials

- **Base Lawn Maintenance**
- **Water**
- **Irrigation**
- **Garbage**
- **Recycling**

**Lessee(s)** is/are separately and individually responsible for :

- **Electricity**
- **Telephone**
- **Cable/ Internet / satellite service**
- **Bulk Trash**

*Lessor* reserves the right to change and charge of any of these services as specified in the Prospectus.

- 6. **MONTHLY LOT RENTAL**: Monthly lot rental amount payments **shall be paid promptly on the dates agreed** as set forth, it being agreed between the parties that the time of each and all payments is of the essence in this agreement.

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Initials

All payments are payable to **Lessor** at the location designated by the *Lessor*:

**Address :** (for payments by checks)  
**Pine Tree Park Co-op, Inc.**  
**430 Hibiscus Drive**  
**Deerfield Beach, FL 33442**

or

**ACH (automatic withdrawn in Lessee(s) bank account)**

or

**ACH (automatic deposit from Lessee(s) bank account)**  
**American National Bank**  
**4301 North Federal Highway**  
**Oakland Park, FL 33308**  
**T : 954-267-8155**  
**[americannationalbank.com](http://americannationalbank.com)**  
**Routing number : 067011977**  
**Account number: 111033640**

**7. INCREASES UTILITY CHARGES: \$ N/A** Lessee(s) must pay their monthly lot rental amount for the entire rental term whether the Lessee(s) is/are in actual occupancy or residence for any specific month or not.

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N/A

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Initials

However, the *Lessor* specifically reserves the right that if, during the term of the lease, there are **any increases in utility charges to the Community**, see Section 4 above, such increases in rates or charges for these utilities shall be allocated to **Lessee(s)** after the *Lessor* gives the **Lessee(s) ninety (90) days notice** of all such lot rental amount increases in accordance with Florida Law (see *Prospectus*). All notices shall be addressed to the **Lessee(s)** address as specified in Section 3 above.

**8. EXCHANGES & SUBSTITUTION:** Manufacture Homes may not be exchanged or substituted for one that is not on the premises without first obtaining written consent of *Lessor*. Manufactured Home spaces are **not transferable**.

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Initials

**No approval of a sub-rental, assignment, sublease, or occupancy anyone other than the Lessee(s) is authorized.**

**No such assignment, subletting, occupancy or acceptance of rents from any person other than Lessee(s)** shall be deemed a waiver of a release of the **Lessee(s)** from a covenant in this lease.

The consent by the *Lessor* to an assignment or subletting **shall not relieve the Lessee(s)** from obtaining consent in writing of the *Lessor* to any further assignments or subletting.

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Initials

**9. LIABILITY:** The Manufacture Home placed or located on the premises above-described, shall be **at risk of Lessee(s) or owner** thereof. The *Lessor* shall not be liable for any personal injury to the **Lessee(s)** or to any occupant, guests, or invitee, nor for any damage to any leased property or for any personal property located thereon; irrespective of how such injury or damage may be caused, whether from action of the elements or acts of negligence or acts by other tenants in the Community or occupants of adjacent properties, whatever their identities.

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Initials

**10. COMPLIANCE:** The **Lessee(s)** shall promptly comply with all *Florida Statutes*, ordinances, Rules and regulations, orders and requirements of the Federal, State, County and City government(s) and of any and all their departments and bureaus applicable to said premises, and/or to Manufactured Home located thereon; also with the requirements of the Insurance Underwriters' Association, and will all the local building departments so as not to cause any raise in the rates of Insurance upon the lot, the building, contents or occupants of the Community.

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Initials

**11. SECURED HOME :** In accordance with this paragraph, the **Lessee(s)** *acknowledge that Manufactured Home must be properly secured or tied down, and the Lessee(s) further covenants and agree to have this service performed, at the Lessee(s) cost prior to occupancy of their manufacture home.*

**12. RULES AND REGULATIONS:** The **Lessee(s)** agrees to abide by the Rules and Regulations of the *Lessor* and agrees that violation thereof **shall be grounds for eviction from the Community.**

**Lessee(s)** acknowledge having had a reasonable opportunity to read the current Rules and Regulations which are attached hereto and incorporate herein by reference, and the parties thereto agree that said Rules and Regulations are covenants and provisions of this lease and are reasonable and necessary for the proper and efficient operation of the Community and for the health, safety and welfare of the Residents of the Community.

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Initials

**13. ESTHETIC AND APPEARANCE OF HOME:** In addition, to health, safety and welfare, **esthetic value and appearance of the home will be strictly monitored and enforced** (See Section 9.0 in attached Rules and Regulations) disputes, if any, concerning future amendments to the Rules and Regulations must be submitted to mediation under the terms of the Prospectus.

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**14. CHANGES IN THE RULES AND REGULATIONS:**  
Lessor and **Lessee(s)** agree that the Rules and Regulations will not be changed without notification to the **Lessee(s)** at least **ninety (90) days** prior to the implementation of any such changes.

Rules changes adopted as result to restrictions imposed by governmental entities or those required to protect health, safety and welfare may be enforced prior to the expiration of the **ninety (90) day** period.

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Initials

**13. EVICTION:**  
Lessor **may evict Lessee(s)** only for reasons specified in Chapter 723,068, Florida Statutes.

**14. ACCELERATION:** In the event of a breach of this lease (including the Community's Rules and Regulations and/or Prospectus) or Chapter 723,068, Florida Statutes, Lessor may, begin a **legal proceeding to regain possession of the land and the manufactured home** Theron in accordance with Chapter 723,068, Florida Statutes, and maintain an action for collection of all accrued lot rental amounts.

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Initials

In addition, the Lessor may declare the lot rental amount, **for the entire term remaining, immediately due and payable and accelerate same and take any other action allowed hereunder, or by law to collect same.** The prevailing party shall be entitled to an award of its costs and reasonable attorney's fees as provided for the Chapter 723,068, Florida Statutes and Florida law. Acceleration does not apply in the case of eviction due to a change in land use of failure to become qualified to be a Resident.

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Initials

**15. ATTORNEY'S FEES AND COSTS:** If the *Lessor* shall, at any time, be required to incur any expenses as a result of a violation or breach of any of the terms or conditions of the lease, the Rules and Regulations of the Community or the Prospectus, whether in consulting with its attorney(s) instituting any action or proceeding brought to the *Lessee(s)* or by the *Lessor*, **the expense thereof to the Lessor, including a reasonable attorney's fees and costs (including appellate fees and costs, if any) shall be recovered from the Lessee(s) by the Lessor and shall be fully collectable** as part of the Community, the term « **attorney's feed and costs** » shall be deemed to include all fees and costs of every nature incurred whether by attorneys, paralegals, law clerks, legal assistants or others working Under the direct supervision of a licensed attorney.

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Initials

Said entitlement to attorney s fees and costs shall be awarded to the « prevailing party » pursuant to *Chapter 723,068, Florida Statutes*, if suit is necessary.

If no suit is filed, the **Lessee(s)** will be sent an invoice to pay the *Lessor's* reasonable attorney's fees and costs incurred by *Lessor* in enforcing the terms and conditions of the lease, Rules and Regulations and/or Prospectus, which amount shall be due in full as part of the base rent in the month immediately following the month that the claim for attorney's fees and the costs are mailed to **Lessee(s)**.

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Initials

**16. HAZARDOUS WASTES AND COMPLIANCE WITH GOVERNMENTAL REGULATIONS:** **Lessee(s)** shall comply with all governmental regulations , including, but not Limited to , those regulations concerning storage and disposal of all forms of hazardous waste arising from **Lessee(s)** s occupancy of the premises. Should **Lessee(s)** fail to comply with applicable governmental regulations. Lessee(s) specifically agree to be personally liable for all costs, fees, penalties, interest and charges of any kind whatsoever arising from such failure to comply with governmental regulations. Further, **Lessee(s) agree to indemnify and hold harmless from all such costs, fees penalties, interest and charges of any kind whatsoever.**

**A FIRST VIOLATION OF THIS LEASE PROVISION IS SUBJECT TO AN EVICTION ACTION AS AN ACT OF INJURIOUS TO OTHER RESIDENTS HEALTH, SAFETY AND PEACEFUL ENJOYMENT OF THE COMMUNITY.**

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**17. LESSOR'S RIGHTS :** The right of the *Lessor* contained herein are cumulative and failure of the *Lessor* to exercise any right shall not operate to forfeit any other rights of *Lessor*. The failure of the *Lessor* to insist, in any one or more instances. Upon a strict performance of any of the provisions of the lease or



Rules and Regulations, or to exercise any right or options of rights, but such provisions , options or rights shall continue and remain in full force and effect.

Initials

**The receipt by the Lessor of any monies due hereunder, with knowledge of the breach of any Community rule or provision of the lease shall not be deemed a waiver of such breach and no waiver by the Lessor of any provision hereof shall be deemed to have been made unless in writing, expressly approved by the Lessor, not by any agent thereof, including a Community Manager.**

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- 18. EMINENT DOMAIN:** In the event the lot described herein, or any portion thereof, shall be taken or condemned, or made unusable, by any competent authority for any public use or purpose, the term of the lease shall end upon, and not before, the date when the possession of the part, so taken shall be required for such use or purpose, and without apportionment of the condemnation award.

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**Lessee(s)** shall have no right to share in such award. Current lot rental amount shall be apportioned as of the date of such termination. If any condemnation proceedings shall be instituted in which it is sought by a competent authority, **Lessor shall have the right to cancel this lease upon no less than Ninety (90) days notice** prior to the date of cancellation designated in the notice.

Initials

**No money or other consideration shall be payable by Lessor for the right of cancellation, and Lessee(s)** shall have no right to share in the condemnation award or in any judgment for damages caused by change of grade.

- 19. ACKNOWLEDGEMENT AND UNDERSTANDING OF THE LEASE:**

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**Lessee(s)** acknowledges that he/she has read and understands the foregoing, that **Lessee(s)** was/were offered the foregoing lease prior to occupancy (*except for renewal leases*).

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**Lessee(s)** hereby acknowledges that he/she or they have read and understand this lease and the Rules and Regulations incorporated in the lease, have had a reasonable opportunity to read and review the lease and Rules and Regulations prior to signing the lease.

Initials

**Lessee(s)** agree to fully abide by this lease and said Rules and Regulations.

**This lease contains provisions, which are different from the Prospectus disclosures. These differences may include fees and factors which may affect the lot rental amount or other provisions.**

**This lease applies only to the/those Homeowner(s) who consent to it by signing below.**

**I / We, the undersigned,**

Residing at : \_\_\_\_\_  
\_\_\_\_\_

hereby agree to abide by the terms and conditions of this lease.

Dated this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

X \_\_\_\_\_  
**Lessee 1 (print name)**

\_\_\_\_\_  
**Signature**

X \_\_\_\_\_  
**Lessee 2 (print name)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Sophye Nolet / Property Manager  
Lessor / Agent  
Pine Tree Park Co-op, Inc.**

**PINE TREE PARK CO-OP, INC**  
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