



## **PROSPECTUS FOR**

### **SEA HORSE MOBILE HOME PARK, INC.**

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1. This prospectus (offering circular) be considered in leasing a mobile home lot.
2. The statements contained herein are only summary in nature. A prospective lessee should refer to all references. all exhibits hereto, the contract documents and sales materials.
3. Oral representations should not be relied upon as correctly stating the representations of the park owner or operator. Refer to and its exhibits for correct representations.
4. If this prospectus was received prior to occupancy in the mobile home park, the rental agreement is voidable by the lessee for a period of fifteen (15) days, or until occupancy in the park/ whichever occurs first.



## Summary

1. This prospectus (offering circular) contains important matters to be considered in leasing a mobile home lot.
2. the statements contained herein are only summary in nature. A prospective lessee should refer to all references all exhibits hereto/ the contract documents and sales materials.
3. Oral representations should not be relied upon as correctly stating the representations or the park owner or operator. Refer to this prospectus (offering circular) and its exhibits for correct representations.
4. if this prospectus was received prior to occupancy in the mobile home park, the rental agreement is voidable by the lessee for a period of fifteen (15) days, or until occupancy in the park, whichever occurs first.



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## Prospectus for Sea Horse Mobile Home Park, inc.

### i Name and Address of the Park

Sea Horse Mobile Home Park, Inc.  
8424 Bay Pine Boulevard,  
St Petersburg, FL 33709

### ii Receipt of Notices and Demands

The following person is authorized to notices and demands on the parks owner's behalf:

Walter N. Todd, President  
8424 Bay Pine Boulevard,  
St Petersburg, FL 33709

### iii Park Property Description

Sea Horse Mobile Home Park, Inc. has three (3) sections known as the Original Section, Waterfront Section and Indian Mound Section.

Original Section			
Number of Lots	Lot Number	Dimensions	Square Feet
5	67 - 71	30 x 65	1950
6	60 - 65	34 x 50	1700
5	55 - 59	34 x 50	1700
6	45 - 50	33 x 60	1980
3	42 - 47	35 x 68	2380
1	37	40 x 45	1800
2	35 - 38	60 x 35	2100
3	33 - 35	35 x 30	1750



Waterfront Section			
Number of Lots	Lot Number	Dimensions	Square Feet
18	101 - 118	40 x 64	2600
2	119 – 123	50 x 75	3750
1	120	63 x 65	4095
1	124	58 x 55	3770
20	121 – 122 125 – 148	40 x 65	2600
24	143 - 166	40 x 75	3000

Indian Mound Section			
Number of Lots	Lot Number	Dimensions	Square Feet
48	17 – 20	35 x 60	2100
1	8 -15	35 x 50	
	16	30 x 50	2500
6	2 - 7	35 x 50	
6	21 – 24 26 - 28	35 x 50	1750
1	21A	35 x 70	1450
1	31	35 x 60	2100
2	29 & 30	35 x 50	1750
1	1	35 x 65	2275





Florida Administrative Code, Pursuant to Section 4A—42.05, the State Fire Marshall has adopted the NEPA Code. This Code sets forth minimum separation distance requirements between mobile homes as follows:

#### 5.2.1 Firesafety Separation Requirements.

##### 5.2. 1.1

Any portion of a manufactured home, excluding the tongue, shall not be located closer than ten (10) feet (3.04 m) side to side, eight (8) feet (2.44 m) end to side or six (6) feet (1.83 m) end to end horizontally from any other manufactured home or community building unless the exposed composite walls and roof of either structure are without openings and constructed of materials which will provide a one (1) hour fire rating, or the structures are separated by a one (1) hour fire rated barrier. (See 5—4.1)

#### 5--4 Accessory Building or Structure Firesafety

##### 5—4.1 Requirements.

A carport, awning, ramada or open (screened) porch shall be permitted to be located immediately adjacent to a site line when constructed entirely of materials which do not support combustion and provided that such facilities are not less than three (3) feet (0.91 m) from a building, cabana, or enclosed porch of an adjacent site. A carport, awning, ramada or open (screened) porch using combustible materials shall not be located closer than five (5) feet (1.52 m) from the site line of an adjoining site.

Notwithstanding the above requirements, the Pinellas County Zoning Department, under Section 11 of the Pinellas County Zoning Regulations requires a seven and one—half (7.5) foot setback applicable to the front lot boundaries and a five (5) foot setback applicable to the rear and side boundaries. The minimum separation distance between mobile homes is ten (10) feet.

The requirements quoted and referenced above of the various governing agencies having jurisdiction in these matters may overlap or be inconsistent with one another. In addition, governmental Rules and regulations are subject to amendment or repeal. No representation is made as to the interpretation of the setback and separation requirements set out above, nor as to the continuing applicability of such requirements after the delivery date of this Prospectus. The delivery date as used herein is the date upon which the Prospectus is delivered to the resident. Prospective residents of the Park are advised to inquire with the above—referenced authorities with respect to these matters.

Note that the above quoted and referenced requirements concern only the setback and separation requirements applicable to the Park on the delivery date of this Prospectus. Any one or more of such requirements may be subsequently modified or repealed. No continuing obligation is undertaken by the Park owner to advise any Park resident of any subsequent modification, future adoption of additional requirements of any other government body or future repeal of these provisions. The requirements stated above may not be applicable to the Park, in whole or in part, due to the placement of homes in the Park prior to the enactment of those requirements, vested rights established under earlier ordinances, statutes or laws; or due to subsequent judicial decisions interpreting these or other laws. The



prospective resident is advised to obtain further information regarding installation of mobile homes in the Park from the appropriate permitting authority.

#### B. Shared Facilities

Sea Horse Mobile Home Park, Inc. has a Clubhouse and Shuffle— board Center, which are available for use by the Park resi- dents. The maximum number of lots which will use these shared facilities is 127.

### IV Recreational And Common Facilities

#### A Buildings

SEA HORSE MOBILE HOME PARK, INC. has a clubhouse of 1922 square feet, which includes restrooills kitchen, serving bar and exchange library. It also includes a 12B square foot office. There are tables and chairs for approximately 100 people.

#### B. Other Facilities and Permanent Improvements

The park contains three (3) shuffleboard playing areas, which are located immediately to the east of Capacity: 25 persons. A Laundry Room is available for a concessionaire provides six (6) washers and two (2) dryers. Capacity: 8 persons.ewer collection lines and water distribution system.

Paved Streets.

Street Lights.

#### C Personal Property

No personal property is available by use by the mobile home park residents.

#### D. Days and Hours of Operation Clubhouse:

The clubhouse is open seven (7) days a week from 9:00 AM until 10:00 PM. Any resident wishing to keep the clubhouse open beyond these hours must secure the approval of the park manager a.

Shuffleboard Center : The shuffleboard center is open seven (7) days a week f com 8:00 AM until 10:00 PM. Lights are available for night play.

The laundry room is open seven (7) days a Laundry Room: week from 8:00 AM until 10:00 PM.

Mobile Home Pack Office: The mobile home park office is open Monday through Friday, trolli 10:00 AM until noon and from 1:00 PM until 3:00 PM.

#### F Future Improvements

1. All permanent improvements to the Park are now complete.
2. From time to tillie the Park in the future may be required by government action, or by its own discretion, to con— struct, build or provide for permanent or non—permanent improvements in the Park not yet known or contemplated, which permanent or non—permanent improvements





shall be for the use or benefit of the Park residents or used for the operation and management of the Park. In such event, and to the extent allowed by law, the Park intends and shall pass on to the residents, the cost of such permanent or non-permanent improvements after giving the proper notice to the residents as provided by the applicable law in force and effect at that time.

## **V. Park Management And Maintenance**

The management of Sea Horse Mobile Home Park, is the Inc. responsibility of the Park Manager. The Park Manager's office is located at 8424 Bay Pines Boulevard, St. Petersburg, Florida 33709, and will have posted days and hours of operation. All questions and problems concerning park operations should be directed to the Park Manager

The maintenance and operation of the park property is also the responsibility of the Park Manager. Any problems which arise concerning park property should be directed to the attention of the Park Manager.

The Park will maintain the sewer collection and water lines, as well as the streets.

## **VI. Mobile Homeowner Required Improvements**

All mobile homeowners, who became residents of the Park after June 4/ 1984/ or after the delivery date of this Prospectus, must install the following improvements as a condition to the placement of their mobile home in the Park:

- a) Aluminum carport or awning subject to approval by the Park for size, design and material selection.
- b) Split brick skirting or other material to be approved by the Park.
- c) Hard surface driveway, the type, material and location of which must be approved by the Park
- d) Blocked and anchored in accordance with State laws and local ordinances.

Residents who were residents of the Park as of June 4, 1984, and those residents residing in the Park prior to the delivery date of this Prospectus, or any residents that assume the remaining portion of required to install the are not these tenancies, either of improvements set out above. These requirements are only applicable to those residents who become residents of the Park and place their mobile home on a Park lot after the delivery date of this Prospectus.

## **VII. Utilities And Other Services**

- A. Water: Water is provided by the City of St. Petersburg, billed to the Park through one (1) meter in a lump sum and lots on a pro rata basis. Responsibility for water mains in the park from the meter up to and including the shut-off valve providing water to your lot is that of the mobile



home park. Water lines from the shut—off valve to your mobile home are the mobile homeowners responsibility.

- B. Sewage: Sewage disposal is provided by Pinellas County and billed to the Park in a lump sum with the water bill. Responsibility for sewer lines within the park are the mobile home parks up to the ground connection of the sewer line to the mobile home sewer lines. The inground connection and the lines to and including the mobile home lines are the mobile homeowner Is responsibility.
- C. Waste Disposal: Waste disposal (garbage and trash collection is provided by an independent and private utility t ion) company and is billed in lump sum to the mobile home park. The provision of adequate containers and delivery of containers to the appropriate location for pick up is the mobile homeowner's responsibility.
- D. Cable TV: At this time, cable lines are in place in the mobile home park but not yet operational. Residents shall have the option of this service, when available, if ever. Storm drainage is provided by natural drainage
- E. Storm Drains: Storm drainage is provided by natural drainage, as a result of storm water flowing from graded streets and lots. A series of culverts and drainage ditches carries the water from the mobile home park. Storm drainage, as provided, is maintained by the Park.
- F. Electricity: Electric power is provided by Florida Power Corporation. It is billed directly to the mobile homeowner Florida Power and is the owner's sole responsibility. Florida Power Corporation is responsible for the electric lines to the meter, including the meter. The mobile home park is responsible for the electric meter pedestal and the main breaker. Electrical lines to the mobile home or any other connection outside the mobile home, including utility shed connections and outside receptacles are the mobile homeowners responsibility.
- G. Telephone: Telephone service is provided by General Telephone Company and is the mobile homeowner's sole responsibility.

#### **VIII. Increases In Rent And Other Charges**

A. All residents shall be given at least ninety (90) days written notice in advance of any increase in the base rent, special use and service fees and/or pass-through charges. A description of the base rent and other charges applicable to your lot is detailed in this section of the Prospectus. An increase in one or more of the factors set forth in this section may result in an increase in the resident's base and/or pass/through charges.



B. Current Rent and Other Charges:

All residents shall be given at least ninety (90) days written notice in advance of any increase in the base rent, special use and service fees and/or pass-through charges. A description of the base rent and other charges applicable to your lot is detailed in this section of the prospectus. An increase in one or more of the factors set forth in this section may result in the increase in the resident's base rent, special use and service fee and/or pass-through charges.

1	Base Rent			\$109 per month
2	Special Use or Surface Fees	a	Lawn Care	\$NPP per month.
		b	Pet fees	\$NPP per month.
		c	transportation shuttle service	\$NPP per month.
		d	Clubhouse use fees	\$NPP per month.
		e	Late Fees	\$NPP per month.
		f	Entrance fees	\$NPP per month.
		g	Security deposit	\$NPP per month.
		h	Pest control	\$NPP per month.
		i	Golf club fees	\$NPP per month.
		j	Costs incurred by the Mobile home park to correct conditions of non-compliant residents who fail to maintain their lots in accordance with specific standards set forth in Park Rules and Regulations as may from time-to-time be applicable. The Mobile Home Park shall charge but not less than per correction of non-compliance. If an outside contractor is called in, this charge will be billed to the resident on a dollar for dollar basis	\$6.00 per hour \$6.00
		K	Additional occupant fees	\$5.00 per month
		L	Return check fees	\$0.00 per month
		M	Boat dock fee	\$0.00 per month
		n	Storage of RV, Trailers, etc	\$0.00 per month
				NPP Not presently provided



The payment of the costs of all other services required, desired, or requested by any resident shall be the sole responsibility of such resident and not the park. The park does not guarantee that all of the above special use and services listed are available or will be available at anytime in the park. From time to time, additional services not listed above may be offered by the park for an appropriate fee.

### 3, Pass-Through Charges

Pass-through charges are defined as those amounts, other than special use and service fees, which are itemized and charged separately from rent, and which represent the resident's share of the cost charged to the park owner by any state or local government or utility company. These charges may be assessed more often than once annually.

3	Pass through Charges	a	Water rates	\$0.00 per month.
		b	Sewer rates	\$8.00
		c	Waste disposal and collection	\$0.00 per month.
		d	Real estate and other property taxes assessed against the Mobile Home Park	\$NPP per month.
		e	Special assessment of State and local Government	\$NPP per month.
		f	Any other State and Local Government mandated fees, charges, taxes or assessments billed or charged to the Mobile Home Park	\$NPP per month.

The park will pass through the increase in charges and assess same to the resident on a pro rata basis. The pro rata rate will be determined by dividing the number of mobile home spaces in the park. These charges may be assessed more often than once annually.

C. Factors which may affect increases in the base rent and/or special use and service fees. (An increase in one or more of these factors may result in an increase in the resident's base rent and/or use and service fees):

1. Mobile Home Park Maintenance Costs.
2. Mobile Home Park Management Costs, Salaries and Expenses.
3. Major Repairs.
4. Increased costs to the Park of providing any special use or service to the resident as may be listed above as special use and service fees.
5. Cost of Living Increases based upon the Consumer Price Index, United States City Average for all items for urban wage and clerical workers (1967=100) or if discontinued, comparable statistics as



- published by the United States Department of Labor, and if unpublished/comparable statistics by a responsible financial periodical or recognized authority selected by the Park.
6. The cost of permanent and/or non-permanent improvements, as allowed by law.
  7. Any costs or fees incurred by the Park owner in verifying the reasonableness of or contesting any pass-through charges listed in B (3) above.
  8. Any private utility costs billed to the Park for the operation of the Park and/or for the use and benefit of but where such costs are billed the Park residents, directly and only to the Park.
  9. The cost of all insurance carried by the Park with respect to Park operation and personnel.
  10. The costs incurred as a result of actions of state or local government or a utility company, if the Park owner decides to recoup those costs in the form of future rent increases rather than pass-throughs.
  11. License fees, permit fees and other fees and charges payable to the State of Florida or any Agency or local government.
  12. The cost to obtain utility services, including water, sewer, electricity, gas and waste disposal.
  13. The Park reserves the right to increase its base rent in accordance with prevailing economic and market conditions that would allow for the Park to receive a fair and reasonable rate of return and/or the fair market rental value for its mobile home lots.

Prevailing Market Conditions are intended to refer to those rents and other charges imposed in comparable Parks or rents or charges willingly paid from time to time by new residents-of this Park. For this purpose, a Park will be deemed comparable if it is located in the same general vicinity (Pinellas County) as this Park, and offers similar facilities, amenities and services.

Prevailing Economic Conditions are intended to refer to those factors which bear on the economic viability of a real estate investment and which would be considered by a prudent businessperson in establishing the base rent and other charges, or any increase in the amount there-of. These factors may include:

- a) The cost attendant to the replacement of this Park in the economic environment existing at the time of including land acquisition increase, any rental costs, construction costs and losses associated with the operation of a Park prior to full occupancy, and the level at which lot rental must be established in order that the Park owner will realize a reasonable return on the costs referred to in this clause;
- b) The levels of interest rates and other financing charges associated with the construction, interim and permanent financing;
- c) The availability of alternative forms of real estate investments which, absent the rental increase in question, might reasonably be expected to yield a greater return on investment capital.
- d) The levels of the Consumer Price Index, defined as the United States Department of Labor, Price Index, U.S. City Average—All Urban Consumers, 1967=100, or, in the event of the discontinuation of publication of the I Consumer Price Index, then an alternative index which



has been reasonably related to the Consumer Price Index in evaluating economic conditions and which have been, or can reasonably be expected to be, generally accepted as a replacement index for the Consumer Price Index;

- e) The level at which the lot rental must be established in order that the owner will realize a reasonable return on the "owner's equity". For this purpose, the "owner's equity" refers to the fair market value of the Park from times '1-to time, less existing mortgage indebtedness;
- f) Other economic factors which might reasonably be expected to affect either the value of the Park, the rate of return available to the owner of the Park at the existing level of rent, the present value of the real estate investment and the rate of return of that investment in the then current economic conditions, and which would be taken into consideration by a prudent businessperson in considering the amount of rental increase required in the Park in order to realize a rate of return similar to other at risk real estate ventures from the then current value of the Park.

D. The manner in which base rent and special use and service fees will be increased:

The Park, at its discretion, increase base rent and/or charges for special use and services in an amount equal to the sum of all of the items listed in paragraph C and B (2) of this section. The Park may, of course, institute increases in base rent and special use and services fees less than the sum total of the items listed in paragraph C and B (2) of this section. However, it shall not be considered or expected that the Park shall consistently do so. The sum of all of the factors listed in paragraph C and B (2) of this section shall equal the maximum increase in base rent and special use and service fees that the Park may levy during any single annual period.

## **IX. Park Rules And Regulations**

### **A. Existing Rules and Regulations**

The Park Rules and Regulations in effect as of the filing date are attached to this prospectus as Exhibit "A. " Those Rules and Regulations were promulgated prior to the effective date of the Florida Mobile Home Act , which made several changes to the laws of the State of Florida governing mobile home parks. Accordingly, several provisions of the Rules and Regulations attached to this prospectus as Exhibit " A " may need to be revised to conform to existing law.

In the event that the Park Rules and Regulations in effect as of the filing date are changed in accordance with the provisions of this Section IX prior to the delivery date, then the Park Rules and Regulations effect on the delivery date shall be attached to this prospectus as Exhibit "A" instead of the Pack Rules and Regulations in effect as of the filing date.

Notwithstanding anything on the contrary set forth in the attached Rules and Regulations, the mobile home park unconditionally reserves the right to amend the Park Rules and Regulations or to



promulgate new Park Rules and Regulations in accordance with the provisions of paragraph B below or in any other matter which may, from time to time, be permitted by law.

#### **B. Amendments to Rules and Regulations**

The mobile home park shall from time to time amend the Park Rules and Regulations by modifying or changing any existing rule or regulation or adopting any new rule or regulation; the mobile home park shall give at least provided, however, ninety (90) days prior written notice to each resident in the that no new park of such amendment, and provided further, except rules adopted as a result of rule or regulation, restrictions imposed by governmental entities and required to protect the public health, safety and welfare, shall be enforced by the mobile home park prior to the expiration of such ninety (90) day period.

#### **X. Park Zoning**

As of the filing date, the zoning classification of the Park is C2. The permitted uses under this zoning classification are:

- A. Commercial and retail sales but not industrial uses.
- B. Mobile Home Parks.

The zoning authority having jurisdiction over the Park is Pinellas County Board of County Commissioners. As of the filing date, the Park has no definite future plans for changes in the use of the land comprising the Park.

#### **XI. Exhibits**

- A. A copy of the current Park Rules and Regulations of Sea Horse Mobile Home Park, Inc.
- B. A copy of the proposed Park Rules and Regulations of Sea Horse Mobile Home Park, Inc., effective August 10, 1985.
- C. A copy of the Park layout showing the location of the recreational area and other common areas.
- D. A copy of the Lease Agreement to be offered for rental of mobile home lots.

The mobile home park owner reserves the right to amend this Prospectus or any exhibits thereto from time to time to the extent permitted or required by law, including but not limited to changes in relevant statutory provisions and changes in relevant rules of the Department of Business Regulation or any other Agency having jurisdiction over the operation of this mobile home park.



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**Exhibit 'B'**

The following are proposed Rules and Regulations to become effective on the 10th day of August, 1985.

1. **Registration.** Lot rentals are based on no more than two (2) occupants. Every approved occupant thereafter will have an additional Five Dollars (\$5.00) per month assessed to the lot rent. An occupant shall be considered anyone who is approved by the Park, and who resides with an existing resident longer than fifteen (.15) consecutive days or more than thirty (30) days per year. This is an adult park with a minimum age of residents being 45 years. No person under the age of 45 years, except for the spouse of the resident who is 45 years or older, shall be considered an approved occupant of the Mobile Home Park. Visiting children are limited to fifteen (15) consecutive days in the Mobile home Park or thirty (30) days per year. All guests must be accompanied by the resident they are visiting when utilizing Park facilities or amenities. All complaints pertaining to the Mobile home Park should be directed to the Park manager and must be in writing and signed.
2. **Eviction:** Landlord may evict a tenant for the following reasons.
  - a) Nonpayment of rent;
  - b) Conviction of a violation of a federal or State law or local ordinance, which violation may be deemed detrimental to the health, safety or welfare of the other residents of the Park;
  - c) Violation of a Park Rule or Regulation, the rental agreement or Florida Statutes Chapter 723;
  - d) A change in the use of land comprising the Mobile Home Park or a portion thereof;
  - e) Failure of a purchaser of a mobile home situated in the Park to be qualified to obtain approval to become a tenant, such approval being required by the Rules and Regulations of the Mobile home Park.
3. **Soliciting:** All solicitation, peddling or commercial enterprise of any kind, is banned from the Mobile home Park with the exception that the Park residents have the right to canvas, solicit and assemble as provided by Florida Statutes 723.054 and 723.055.
4. **Utilities.** Electrical service is provided by Florida Power Corporation. It is billed directly to the mobile home owner and is the home owner's sole responsibility. Florida Power Corporation is responsible for the electric lines to the meter, including the meter. The Mobile Home Park is responsible for the electric meter pedestal and the main breaker. The electrical line to the mobile home or other connection outside the mobile home, including utility shed connections, and outside receptacles, are the mobile homeowner's responsibility. The Park provides 60 amp electrical service, and if greater amperage is required by the tenant, then the tenant shall provide same at his own expense. All work done to modify, improve or change electrical service to the mobile home lot must meet with the Landlord's approval prior to such work beginning. All utility connections in the Park must comply with governing statutes and ordinances.





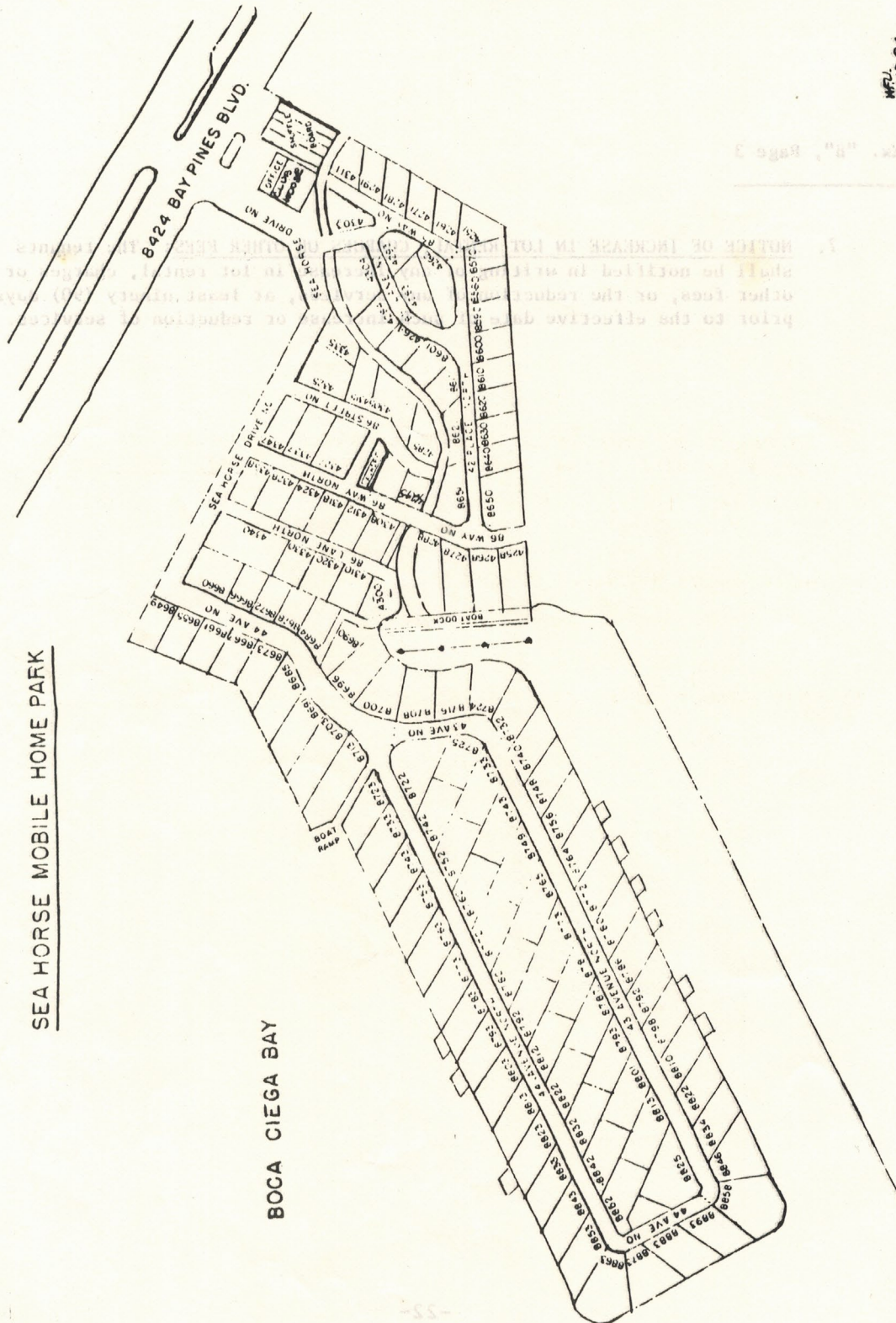
Telephone service is available upon application to General Telephone Company of St. Petersburg. Costs for such telephone service is the sole responsibility of the tenant.

Cable television, when and if available, is billed directly to the mobile homeowner, and is the mobile homeowner's sole responsibility.

5. **Coaches For Sale:** Any tenant who wishes to sell his mobile home may list same for sale with the Mobile Home Park. A five (5%) percent commission shall be charged by the Park to broker such sale. The Mobile home Park is in the continuous process of upgrading. All mobile homeowners are expected and required to continuously maintain their mobile home in satisfactory condition to satisfy the minimum requirements of the Park's standards. The mobile home Park may give written notice to any mobile homeowner whose mobile home fails to meet Park standards, and that tenant shall have thirty (30) days thereafter to make the repairs and corrections specified in order to bring the mobile home in compliance with the minimum standards of the Park. Should the tenant fail or refuse violation of these Park Rules and Regulations, then the park will consider such a response as a violation of these Park Rules and Regulations.

After notifying the Landlord of your intent to sell your mobile home, you may display one (1) For Sale sign in the window of your mobile home no larger than 12 in. by 15 in. Prospective tenants wishing to purchase your mobile home must be approved by the Park before the sale is closed. When a new mobile home is placed in the Park, it must be complete with an approved aluminum carport, awning, brick skirting, a hard surface driveway, and must be blocked and anchored in accordance with State and local statutes and ordinances.

6. **Changes In Park Rules And Regulations:** Rules and Regulations of the Mobile home Park may be amended, changed or modified by the Park upon giving of at least ninety (90) days written notice to the tenants before such Rules come into effect.
7. **Notice of Increase In Lot Rental, Charges Or Other Fees.** The tenants shall be notified in writing of any increase in lot rental, charges or other fees, or the reduction of any services, at least ninety (90) days prior to the effective date of such increase or reduction of services.



WFLA  
3-17-86



1. The date this Prospectus was determined adequate to meet the requirements of Florida Statutes Chapter 723: June 14, 1985
2. Identification Number: 5200143P.
3. The Lot Number to which to which this Prospectus Applies: 8666 44<sup>th</sup> Ave North



### Lease Agreement

THIS LEASE AGREEMENT made and entered on this 4<sup>th</sup> day of November 1985, Between SEA HORSE MOBILE HOME PARK INC , hereinafter referred to as LANDLORD/ and Jack and Madelene McLeese hereinafter referred to as RESIDENT.

#### WITNESSETH:

In consideration of the rent, covenants. and agreements to be kept and performed by the RESIDENT hereunder, LANDLORD demise to RESIDENT and RESIDENT leases from LANDLORD, the premises subject to the terms and conditions as hereinafter set forth.

1. It is specifically understood und agreed by and between the parties hereto that this is a bona fide offer to lease for a specified term upon the same terms and conditions as leases offered to other residents in the Park/ excepting only rent variations based upon lot location, lot size, services offered to said lot or other economic factors.
2. It is specifically understood and agreed by and between the parties hereto that Florida Statutes Chapter 723 governs this Lease Agreement and tenancy.
3. LANDLORD hereby leases to RESIDENT for installation thereon of RESIDENT certain property described as: 8666 44<sup>th</sup> Ave North, Sea Horse Mobile Home Park, Inc., 8424 Bay Pines Boulevard, St. Petersburg, Florida 33709, to be occupied solely as a private dwelling only by RESIDENT and wife
4. The term of this Lease shall be for a period of 2 months, commencing on the 4<sup>th</sup> day of November, 1985. The rental for said term shall be the sum of \$0.00, or a monthly basis at \$117 per month. Rent is due on the first (1<sup>st</sup>) of each month. All rental payments are payable to the LANDLORD at the office located at Sea Horse Mobile Home Park, Inc., 8424 Bay Pines Boulevard, St. Petersburg, Florida 33709
5. Upon reaching the termination date, this Lease shall automatically be extended for an additional period of one (1) year, and for additional one (1) year periods thereafter, unless the RESIDENT shall notify the LANDLORD in writing sixty (60) days prior to the expiration date of the RESIDENT's intention to vacate the premises. Rental for the extended term shall be payable on the first (1<sup>st</sup>) day of the new term, or with the LANDLORD's consent, may be payable in monthly installments as specified in paragraph 4 above.
6. The LANDLORD, at its sole discretion, may increase the rent, charges or other fees for any extended term by giving to the RESIDENT written notice not less than ninety (90) days prior to the



expiration of the current Lease term and the effective date of such increase. The increased central rate shall automatically become a part of the extended Lease unless the RESIDENT shall advise the LANDLORD in writing thirty (30) days prior to the expiration of the current term of the RESIDENT's intention to vacate the premises and not enter into a new term.

Notwithstanding the above, the Pack upon ninety (90) days written notice, pass through to the residents the costs billed to the Park by any state or local government or utility company. These costs may be assessed more often than once annually.

7. The RESIDENT also agrees to pay the Pinellas County Sewer service charge and the personal property taxes. Billings from Pinellas County are at this time being sent directly to the RESIDENT.
8. The RESIDENT agrees to abide by all Rules and Regulations of the LANDLORD and agrees that violation thereof shall be grounds for eviction from the Park. RESIDENT acknowledges receipt of a copy of the current Rules and Regulations which are attached hereto and incorporated herein by reference. The parties hereto agree that said Rules and Regulations, as from time to time amended, are covenants and provisions of this Lease, are reasonable and necessary for the proper and efficient operation of the Park and for the health, safety and welfare of the residents of the Park.
9. LANDLORD and RESIDENT 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 changed without written notification to the RESIDENT at least ninety (90) days prior to the implementation of any such changes.
10. RESIDENT sublet the premises only after obtaining approval of the prospective subletting RESIDENT from the LANDLORD. The conditions or covenants of this Lease and Rules apply to the subletting RESIDENT as if he were the principal RESIDENT. RESIDENT agrees to promptly implement and instigate a necessary eviction of subletting RESIDENT and pay all costs.
11. LANDLORD may evict a RESIDENT for the following reasons:
  - a) Nonpayment of rent;
  - b) Conviction of a violation of a Federal or State law or local ordinance, which violation may be deemed detrimental to the health, safety or welfare of the other residents of the Park;
  - c) Violation of a Park Rule or Regulation this Lease Agreement or Florida Statutes Chapter 723;
  - d) A change in the use of the land comprising the mobile home park or a portion thereof;
  - e) Failure of the purchaser of a mobile home situated in the Park to be qualified and obtain approval to become a resident, such approval being required by the Rules and Regulations of the Park.



12. The parties agree that if the LANDLORD determines that RESIDENT is to be evicted for violating a Park Rule or Regulation, LANDLORD will deliver written notice of the grounds upon which the RESIDENT is to be evicted at least thirty ( 30) days prior to the time the RESIDENT is to vacate the premises.
13. If the RESIDENT shall fail to pay the rent specified herein at the time and manner stated or fail to keep and perform any of the other conditions or agreements of this Lease, the LANDLORD may, at its option, terminate this Lease and all rights of the RESIDENT hereunder, at which time the RESIDENT agrees to vacate the premises. If the RESIDENT fails to voluntarily vacate the premises the LANDLORD may bring an action for possession in the appropriate Court. The RESIDENT agrees to pay all costs, expenses and reasonable attorneys fees which shall be incurred or expended by the LANDLORD.
14. The name and address of the LANDLORD or a person authorized by the LANDLORD to receive notices is: C. J. MILLER, Manager, 8424 Bay Pines Boulevard, St. Petersburg, Florida 33709. Any notice by LANDLORD to RESIDENT shall be mailed or delivered to RESIDENT at RESIDENT's address in the Pack or by posting of the notice on the door of the RESIDENT's mobile home.
15. The rights of the LANDLORD contained herein are cumulative. 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.

RESIDENT' acknowledges that he has read and understands the foregoing, was offered the foregoing Lease prior to, and acknowledges the receipt of a copy hereof.

\_\_\_\_\_  
Witness SEA HORSEMOBILE HOME PARK, INC.

\_\_\_\_\_  
Witness BY: \_\_\_\_\_

\_\_\_\_\_  
Witness Resident: \_\_\_\_\_