

**RAINBOW RIVER HAVEN LLC  
DBA  
RAINBOW RIVER BUNGALOWS**

**LOT RENTAL AGREEMENT**

THIS LOT RENTAL AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Rainbow River Bungalows, the address of which is 9215 SW 190<sup>th</sup> Ave Rd. Dunnellon, FL 34432 (hereinafter referred to as "Landlord" or "Community Owner"), and jointly and severally \_\_\_\_\_ (hereinafter referred to as "Tenant") whose family consists of \_\_\_\_\_ persons.

WITNESSETH, that Landlord, for and in consideration of the covenants and agreements hereinafter contained does hereby lease to Tenant Lot Number \_\_\_\_\_ (hereinafter referred to as the "Lot") Street Number \_\_\_\_\_, \_\_\_\_\_, as set forth above and not otherwise, subject to the terms and conditions as hereinafter set forth.

1. It is specifically understood and 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 similarly situated tenants in the Community.

2. It is specifically understood and agreed by and between the parties hereto that Chapter 723, Florida Statutes, governs this Lot Rental Agreement.

3. The rental term of this lease shall be for a period of \_\_\_\_\_, commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and terminating on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

4. Upon reaching the termination date, this Lot Rental Agreement shall automatically be extended for an additional period of one year and for additional one year periods thereafter, unless the Tenant shall notify the Landlord in writing thirty (30) days prior to the expiration date of Tenant's intention to vacate the premises.

5. Tenant shall pay Landlord the sum of \$595.00 on or before the first day of each month covered by this Lot Rental Agreement. If the commencement of the lot rental agreement begins on a day other than the first day of the calendar month, Tenant shall pay only a prorated amount, in the sum of \$\_\_\_\_ TBD \_\_\_\_\_ for that calendar month, and the prorated amount shall be due upon the commencement of the lot rental agreement. Tenant and Landlord agree that lot rental amount is not paid until received at the Community office, regardless of the cause for delay in receipt. Payment shall be only by one of the following payment methods: direct ACH draft from checking account, electronic payments, or credit card. The Community office will not accept payment by regular mail.

Other fees or charges for which the tenants of Rainbow River Bungalows may be responsible are:

(1) Late fees of \$100.00 will be charged for lot rental amounts received after the 5th day of each month retroactive to the first day of the month and continuing until the lot rental amount is paid in full.

(2) Return Check Fee of \$50.00 will be charged as an administrative charge for all checks returned by resident's bank for any reason whatsoever. This charge is in addition to any charge imposed by the bank(s).

(3) Guest Fee -- "Visitor" and/or "guest" charge of \$35.00 per day per guest residing in the home for more than 15 consecutive days or a total of 30 days per year.

(4) Landscaping Fee -- Maintenance of trees, shrubs and grass on the lot including edging, and trimming of grass in the amount of \$50.00 for each required maintenance performed by Community Owner if Home Owner fails and/or refuses to do so. Additionally, the Home Owner is responsible for the actual cost and expense

incurred for materials, labor and equipment needed for any maintenance performed by Community Owner due to the Home Owner's failure or refusal to do so.

(5) Attorney's Fees -- \$150.00 per hour. The Home Owner shall pay for all reasonable attorney's fees incurred by the Community as the result of any action taken by the Community against the Home Owner to collect delinquent lot rental amount, enforce the Lot Rental Agreement or the Community rules and regulations, whether suit is brought or not, and whether such fees are incurred before or at trial or on appeal. As to any such action brought to enforce the provisions of Chapter 723, Florida Statutes, in which action the Home Owner is the prevailing party, the Home Owner shall be entitled to a reasonable attorney's fee as provided by Section 723.068, Florida Statutes. Likewise, if Community Owner is the prevailing party, Community Owner is entitled to a reasonable attorney's fee to be paid by the Home Owner.

(6) Special Service Fee -- A special service fee of \$75.00 per hour, but not less than \$75.00 per service call, plus materials, for any repair, maintenance, or service (other than those specifically and separately mentioned herein) that is performed by the Community or its contractors, but which is the responsibility of the Home Owner or which is requested by Home Owner. If special service work is required, after 7 days prior notification of a deficiency necessitating such work, the Community Owner will perform the work and the special service fee will be charged to Home Owner.

(7) Rule Violation Fee. This fee shall be equal to the greater of (1) \$50.00 per day for each day a violation is committed or continues, or (2) the amount of any funds expended or costs incurred by the Community Owner as a result of a violation of a Community rule by Home Owner or by any person residing in his home or in the Community with his permission, plus an amount equal to twenty percent (20%) of such costs and expenses. The total amount is payable on or before three days after notice by the Community Owner to the Home Owner of the violation of the Community Rules and Regulations and of the amount due from the Home Owner.

(8) Home Removal Deposit - \$1,000.00. To ensure that the Community is compensated for any damage to the lot resulting from the removal of the manufactured home or the failure of the Home Owner to properly restore the lot at the time of removal of the mobile home, Home Owner shall within seven days prior to removal of the home from the Community pay a Home Removal Deposit. The Community reserves the right to claim against the deposit for the cost of repair or restoration of the lot or for any cleanup of the lot after removal of the home.

(10) Application fee - \$50.00.

(11) Insurance fee. \$500.00. If available for his home, Home Owner is responsible for and may choose to obtain an insurance policy or policies of comprehensive liability (of not less than \$300,000), fire, windstorm and flood insurance insuring Community Owner and Home Owner against perils arising out of the ownership, use, occupancy or maintenance of the mobile home lot and all areas appurtenant thereto including the coverage for the removal of the mobile home after a fire, windstorm, flood or Act of God. If Home Owner fails to procure and maintain said insurance, Community Owner may, but shall not be required to, procure and maintain same and charge Home Owner for the expense of the policy or policies.

(12) Lawn Maintenance Fee of \$50.00 and up will be paid by Home Owner each time Community Management is required, after notice to Home Owner, to perform lawn mowing or other lawn maintenance on an unsatisfactorily maintained lawn. The rate is \$\_\_\_\_\_ the first offense and is increased each time thereafter that management is required to perform the maintenance.

(13) Pet Fee of \$ \_\_\_\_\_ zero \_\_\_\_\_ per pet per month.

(14) Waste Disposal Fee of \$ \_\_\_\_\_ zero \_\_\_\_\_ per month.

(15) Water Fee of \$ \_\_\_\_\_ zero \_\_\_\_\_ per month.

(16) Sewer Fee of \$ \_\_\_\_\_ zero \_\_\_\_\_ per month.

(17) Security Deposit of \$ \_\_\_\_\_ zero \_\_\_\_\_.

(18) Extra Vehicle Storage Fee of \$ \_\_\_\_\_ TBD \_\_\_\_\_ per month.

(19) Parking Fee of \$50.00 charged for any overnight parking of vehicles parked on lawns, grass, or Park streets.

**Governmental and Utility Charges.** If the Community Owner incurs any costs due to actions by a governmental agency or utility company, then such charges (except pass through charges as noted below) will be charged to the Tenant on a pro rata basis, or if the government agency or the utility provides for the billing of such charges on a per lot, metered, or other than pro rata basis, then such charges shall be charged to the Tenant in that fashion. The governmental and utility charges which may be charged to the Tenant include, but are not limited to, the following:

a. **"Taxes"**, which term includes ad valorem taxes and special or non-ad valorem assessments and all tangible and intangible property taxes levied upon or assessed against the Community by any unit of government or increases thereof. If the method of property taxation prevailing as of the delivery date is changed so that taxes now levied or assessed on Community property are replaced partially or completely by a tax levied or assessed upon Community Owner as a capital levy or otherwise or on or measured by lot rental amounts received by Community Owner from the Community, or by any assessment other than any ad valorem tax, then such new or altered taxes shall be deemed included within the definition of "taxes." Ad valorem property taxes shall be paid annually and shall be assessed based on the Tenant's pro rata share of the ad valorem tax assessment on all of the property comprising the Community payable by Community Owner;

b. **"Pass through charges"** including Tenant's proportionate share of the necessary and actual direct costs and impact or hook up fees for a governmentally mandated capital improvement, which may include the necessary and actual direct costs and impact or hook up fees incurred for capital improvements required for public or private regulated utilities. Pass through charges shall be calculated by dividing equally among the affected developed lots in the Community the total costs for the necessary and actual direct costs and impact or hookup fees incurred for governmentally mandated capital improvements serving the recreational and common areas and all affected developed lots in the Community;

f. Expenses created and charged to Community Owner by any federal, state, regional or local governmental entity or utility company, including annual filing fee(s) and the Prospectus filing fee(s) as is required by Chapter 723, Florida Statutes, and any other non ad valorem assessments;

g. **Special assessments** or charges by any federal, state, regional or local government or utility company;

h. **Replacement utility charges** charged to Community Owner or to Tenant's lot by any federal, state, regional or local governmental entity or utility company for service of a type or nature not available on the delivery date in replacement or substitution, in whole or in part, of any utility or other service that is provided or is available to Community Tenants on the delivery date;

**Services Included in Lot Rental Amount.** The following services are included in the lot rental amount: water, sewer, waste disposal.

**Increases in Lot Rental Amount.** The lot rental amount is subject to periodic increases by Community Owner upon at least 90 days' notice to Tenants. Community Owner may increase the lot rental amount in an amount equal to the sum of all or a combination of the following factors:

a. **Costs of Operation.** Any increases in the costs of operations including costs, charges, and expenses of every kind and nature paid or incurred by Community Owner in operating, managing, repairing, maintaining, and administering the Community including, but not limited to, the cost of major repairs or improvements to the Community.

b. **Minimum annual increase of either five dollars (\$5.00), or the increase in the Consumer Price Index, whichever is greater.** [The Consumer Price Index will be the change during the most recent twelve-month period for which data is available at the time of the determination in the "Consumer Price Index for All Urban Consumers" U.S. City Average, all items (1982-1984=100), published by the United States Department of Labor.]

c. **Increase in the fair market value of the Community.** Community Owner shall use any appraiser or appraisal organization which is either recognized as qualified by any substantial body of current real estate opinion in the competitive region of the Community, or is a Member of the Appraisers Institute or of any appraisal institute recognized as qualified by a substantial body of real estate opinion in the competitive region of the Community, or the appraisal of the County Property Appraiser for the county in which the Community is located, or an appraiser who or which has been qualified as an appraiser or expert witness as to value of real property in any court of or in the State of Florida for the purpose of appraising the fair market value of the Community at its highest and best use as of a date before the date upon which notice of lot rental amount increases are to be given. Fair market value may also be determined by a bona fide offer to purchase said Community whether or not such offer is contingent.

#### **Decreases In Lot Rental Amount**

If Community Owner deems it advisable, the lot rental amount charged to any resident of the Community may be reduced. Although increasing the Community occupancy level is the major factor in reducing any lot rental amount, Community Owner reserves the right in its sole discretion to reduce any fee for lot rental amount which Community Owner deems necessary or advisable.

In the event of decrease in one or more factors based on which increases in lot rental amount or any portion thereof may be based, Community Owner may in its sole discretion elect to decrease a portion of the lot rental amount but is not obligated to do so.

**Indemnification and Liability of Community Owner.** Community Owner shall not be liable for any loss, injury, death, or damage to persons or property which may be suffered by Tenant or by any person whosoever may be using, occupying or visiting the lot, whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Tenant or of any occupant, subtenant, contractor, subcontractor, visitor, or user of any portion of the lot, or shall result from or be caused by any other matter whether of the same kind as or of a different kind than the matters above set forth.

6. If the term of this Lot Rental Agreement shall start on a date other than the first day of the month, lot rental amount will be prorated during the first month so that successive payments will fall due by the 1st day of each month thereafter.

7. The anniversary date of lot rental amount increases in this Community is March 1 each year, although pursuant to section 723.031(4), Florida Statutes, the initial term may be less than one year in order that all rental agreements commence at the same time. Other charges may be imposed at other times of the year as authorized by section 723.031, Florida Statutes.

8. Tenant shall not assign this Lot Rental Agreement, or any interest therein, and shall not subject the leased premises or any part thereof, or allow any other person or persons to occupy or use the leased premises without the specific, written consent of the Landlord; any assignment or subletting without Landlord's consent shall be void, and shall constitute a default by Tenant under this Lot Rental Agreement.

9. The Tenant agrees to abide by all rules and regulations of the Landlord and agrees that violation thereof may be grounds for eviction from the Community pursuant to section 723.061, Florida Statutes.

10. The Landlord and Tenant agree that the Community 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 Tenant at least ninety (90) days prior to implementation of any such changes. Rules adopted as a result of restrictions imposed by governmental entities and required to protect the public health, safety and welfare may be enforced prior to the expiration of a 90-day period.

11. The Landlord may evict a mobile home owner, a mobile home tenant, a mobile home occupant, or a mobile home itself for any of the reasons set forth in section 723.061, Florida Statutes.

12. The Tenant agrees to maintain his or her mobile home lot at all times in good condition and agrees not to make any improvements or alterations to the lot without prior written consent of Landlord. All such permitted improvements shall comply in all respects with applicable federal, state and local laws, codes and ordinances.

13. Tenant will in every respect comply with the laws, statutes, ordinances, orders, rules and regulations of the state, city, town, village, or any of their political or governmental subdivisions in which the Community is situated and which are applicable to such tenancy. No immoral or unlawful practice or act shall be committed in or about the demised premises by the Tenant. The Tenant shall not carry on or permit to be carried on any trade, business or monetary pursuit for any purpose whatsoever in or about the demised premises. Tenant shall not do any act or thing to disturb or interfere with the other tenants or affect their peaceful occupancy as such, or affect the Landlord, in its operation or maintenance of the Community.

14. Zoning. The present zoning of Rainbow River Bungalows is "Rural Land Use in an R1." Permitted uses under this classification are: mobile home parks and mobile home units. The name of the zoning authority which has jurisdiction over this property is Marion County, Florida. There are no definite future plans of the owners of this property to seek a change in the use of the land comprising the Park.

15. The Landlord shall not be liable for any personal injury to the Tenant or to any other occupant in any part of the leased property for any damage to any property of the Tenant or any other occupant of any other part of the leased property irrespective of how such injury or damage may be caused, whether from action of the elements or acts of negligence of other tenants or occupants of adjacent properties or others whatsoever their identity.

16. The name and address of the Landlord or a person authorized by the Landlord to receive notices is Amber Serena 11426 SW Hendrix Dr. Dunnellon, FL 34432. Any written notice by Landlord to Tenant shall be mailed to or delivered to the Tenant at the Tenant's address in the Community, or by posting the notice on the door of Tenant's bungalow.

17. The rights of the Landlord contained herein are cumulative, and 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 that or any other conditions or covenants.

18. This Lot Rental Agreement shall be binding upon, and inure to the benefit of the Landlord and the Tenant, and their respective heirs, personal representatives, successors and assigns.

19. A purchaser of the Tenant's mobile home who intends to apply for residency in the Community must qualify with the requirements for residency in the Community under the Community's rules and regulations, and must be approved in writing by the Landlord.

20. In the event that during the term of this Lot Rental Agreement any portion of the Tenant's lot is taken by eminent domain, the Landlord or the Tenant shall have the right to terminate this Lot Rental Agreement as of the date of taking; however, in no event shall the Tenant be entitled to have any right in the proceeds awarded to the Landlord in such proceeding except as provided by section 73.072(1), Florida Statutes. The Landlord agrees to prorate any lot rental amount received by the Landlord from the Tenant as of the date of taking.

21. This Lot Rental Agreement represents the entire understanding of the parties with respect to the subject matter hereof. It supersedes all prior or contemporaneous agreements, understandings, inducements or conditions, express, implied, or written. No termination, revocation, waiver, modification or amendment of this Lot Rental Agreement shall be binding unless in writing and signed by all of the parties hereto.

22. Where used herein, the singular shall be deemed to include the plural, and vice versa, and the masculine to include the feminine and the neuter and vice versa.

23. **Acceleration.** In the event of a breach by Tenant of this Lot Rental Agreement, the Community's Rules and Regulations, or of Chapter 723, Florida Statutes, Landlord may do any or all of the following: terminate this Lot Rental Agreement as provided in section 723.061, Florida Statutes; begin a legal proceeding in accordance with Chapter 723 to regain possession of Tenant's leased lot; and/or maintain an action for collection of all accrued lot rental amount. In addition Landlord may declare the lot rental amount, for the entire balance of the current lease term to be immediately due and payable, and accelerate same and take any other action allowed hereunder, or by law, or agency rule of any agency having authority over the Landlord/Tenant relationship, to collect same. Acceleration does not apply in the case of eviction due to a change in land use or for failure to become qualified to become a resident of the Community.

24. In the event that any section, paragraph, or subparagraph of this Lot Rental Agreement is held unenforceable by any court, this Lot Rental Agreement shall be deemed to have been executed by the parties hereto with such sections, paragraph, or subparagraphs not having been included herein, and the remainder of the Lot Rental Agreement shall not be void thereby.

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

WITNESS

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
\_\_\_\_\_  
TENANT

\_\_\_\_\_  
TENANT

By: \_\_\_\_\_  
LANDLORD

**A One Time set up Fee of \$9,500.00**

**Includes:**

1. Lattice skirting of bungalow
2. Gutter system surrounding bungalow
3. Landscaping package on all sides of home
4. One granite rock driveway per home

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Resident

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Park Management