



PINE TREE PARK

MARINA & OCEAN ACCESS

LOT LEASE FOR A MOBILE HOME

This lease, entered into on the _____ 20_____, between **PINE TREE PARK Co-op, Inc.** a community 55 years of age and older, located at 430 Hibiscus Drive, Deerfield Beach, FL 33442 . Hereinafter referred to as **“Pine Tree Park”**

and

_____ and _____
(Resident's Name #1) (Resident's Name #2)

Hereinafter referred to as **“Owners/Renters “**.

It is understood that the mobile home is personal property and not real property.

THE PARTIES CERTIFY THAT:

- In consideration of the rental amount, commitments, and agreements to be complied with by the **Owners/Renters** hereunder, the **Owners/Renters** shall lease the lot in **Pine Tree Park** for the purchase or installation of a mobile home located at the following address: _____, Deerfield Beach, FL 33442, subject to the following conditions:

That is to say:

The **Owners/Renters** will reside in this mobile home community with the full understanding that the **Owners/Renters** mobile property/home must be occupied only by the **Owners/Renters** and other persons listed below and expressly approved by **Pine Tree Park**.

One of the residents **must be 55 or older to live in the mobile home and in the community**. Any other resident **must be at least 45 years old**, except for **Owners/Renters** children who **must also be accepted/approved by Pine Tree Park**.

Only the below listed persons are permitted to occupy the mobile home under this lease. **Any unapproved person occupying the house will be subject to immediate eviction from said mobile home and the community**.

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Name Owners/Renters #1

Month / Day / year
Date of birth

Tel (Home) : _____ Tel (cell): _____

Tel (emergency): _____ Email : _____

Name Owners/Renters #2

Month / Day / year
Date of birth

Tel (Home) : _____ Tel (cell): _____

Tel (emergency): _____ Email : _____

Name Owners/Renters #3

Month / Day / year
Date of birth

Tel (Home) : _____ Tel (cell): _____

Tel (emergency): _____ Email : _____

Name Owners/Renters #4

Month / Day / year
Date of birth

Tel (Home) : _____ Tel (cell): _____

Tel (emergency): _____ Email : _____

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2. TERM:

This Lease is beginning on the _____ day of _____ 20_____ .

The term of this lease will end on the following March 1, when the annual term of the lease is automatically renewed.

In the event that **Owners/Renters** continue to reside on the lot, **Pine Tree Park** reserves the right to increase the rental price of the lot with ninety (90) day's notice prior to the rent increase of each year. per FS 723.037.

2. NOTICE :

Any notice to Pine Tree Park under this Lease shall be sent to the following address:
Pine Tree Park Co-op, Inc., 430 Hibiscus Drive, Deerfield Beach, Florida 33442.

Any notice sent by **Pine Tree Park** under this lease or the Pine Tree Park Prospectus will be sent to the following address as designated by the **Owners/Renters**:

Mailing Address:

Please check the box if the same address is in section 1 above.

Or

Mailing address : _____

4. FINANCIAL OBLIGATION:

Below is a list of all financial obligations that are required as a condition of this lease.

BASIC RENT: The basic rent for the term is paid on the first day of the month from the beginning of the lease. The base rent will be maintained each month thereafter for the remaining term of the lease. The obligation includes any subsequent increase in the lease amount of the lot as authorized in the Prospectus and Chapter 723,037, Florida Statutes, during the term of this lease or any subsequent term.

The base rent for your lot is \$_____ per month payable on the first day of each month.

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SPECIAL USER FEE:

Special User Fees that **Owners/Renters** will be responsible for including:

LATE PAYMENT FEE - \$35 for monthly payment received after the 3rd day of the month.

RETURN CHECK FEE - \$45 fee for each check not honored by the banking institution upon which the check is drawn, including ACH withdrawals not cancelled in writing prior to the 15th day of the month prior to the due date.

RIGHT OF RESIDENCY- All Owners/Renters and additional residents must go through a credit and background check to be accepted as a resident. There is a non-refundable administrative fee of **\$100** per application for the background check. Pine Tree Park has the right to refuse or deny residency to any new or existing resident that does not qualify with the Pine Tree Park credit or background requirements

UBAND BRACELET PURCHASED - A purchase of **\$75.00** is due for each security bracelet. Security bracelets are required for access to recreational facilities for owners, guests or sub-leasers.

5. SERVICES INCLUDED: As indicated in the prospectus, the following services are included in the base rent:

- **Basic lawn maintenance**
- **Irrigation System**
- **Water**
- **Waste**
- **Trash**

6. EXCLUDED SERVICES: As indicated in the prospectus, the following services are excluded in the base rent. **Owners/Renters** are responsible separately and individually for:

- **Electricity**
- **Telephone**
- **Bulk waste**
- **Cable/Internet/satellite service**
- **Exterior maintenance of the house (roof, paint, parking, etc.)**
- **Security service (alarm, surveillance cameras, etc.)**
- **Personal landscaping (shrubs, flowers, plants, trees, etc.)**

Pine Tree Park reserves the right to change and charge for any of these services, as specified in the prospectus.

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7. METHOD OF PAYMENT:

Monthly lot rental payments and/or any additional charges must be made to **Pine Tree Park** on the dates agreed. It is understood by **Owners/Renters** that payments are essential to this agreement.

All payments to **Pine Tree Park Co-op, Inc.** by **Owners/Renters** are acceptable as a check written on a US Bank, or through automated clearing house (ACH) payments.

ACH AUTOMATIC WITHDRAWALS (simple and hassle-free) A form must be completed and returned to the Pine Tree Park office for this purpose. Pine Tree Park manages the payment for you. ACH is only available through **US** financial institutions.

CHECK PAYMENTS: US financial institutions (Bank) only.

Send your checks to the office before the 1st of each month:

Pine Tree Park Co-op, Inc.
430 Hibiscus Drive
Deerfield Beach, FL USA 33442

FINANCIAL BILL PAY : **Pine Tree Park** banking information is available on request for automatic bill pay services at your financial institution.

8. TRADE AND SUBSTITUTION:

Locations/lots are not transferable. Houses may not be exchanged or substituted without the prior written consent of **Pine Tree Park**. **Owners/Renters** may in no way transfer this lease to sub-tenants, make a transfer, sublease or any other form of occupancy agreement except as described in this lease.

9. RESPONSIBILITY & INSURANCE:

The mobile home placed or located on the lot described above must be properly insured by the **Owners/Renters**. **Pine Tree Park** shall not be liable for any bodily injury caused to the **Owners/Renters** or any occupant or guest, or for any damage to any leased property or personal property located there, regardless of how such injury or damage may be caused, either by the action of the elements or acts of negligence, or the acts of other **Owners/Renters** of the Community or the occupants of adjacent properties, regardless of their identity. **The Owners/Renters must supply, at the signing of this lease agreement, a valid copy of their insurance policy covering at least bodily injuries, damages, vandalism, personal liability, theft and fire.**

10. COMPLIANCE: The **Owners/Renters** and other occupants and guests shall promptly comply with all laws of the State of Florida, regulations, ordinances and requirements of the Federal Government, State, County, and city, government(s) and all their departments and offices applicable to these premises, and/or the mobile home, as well as the requirements of all local construction departments.

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11. SECURE HOME: In accordance with this paragraph, **Owners/Renters** acknowledge that their mobile home tie-downs and blocking must comply with all applicable government laws, ordinances and regulations and secured against hurricanes and inclement weather. The **Owners/Renters** undertake that this service will be carried out at the cost of the **Owners/Renters** before and/or during the occupation of the house.

12. RULES & REGULATIONS: The **Owners/Renters** agree to comply with the **Pine Tree Park** Rules & Regulations and agree that the violation thereof constitutes grounds for expulsion from the Community. The **Owners/Renters** acknowledge that they have had a reasonable period of time to read the current community Prospectus and Rules & Regulations available on the website pinetreeparkfl.com. The **Owners/Renters** and other occupants (if applicable) must sign Annex 1 of this lease attesting to having read and understood all community governing documents. The parties therefore agree that the said regulations are restrictive clauses, provisions of this lease and that they are reasonable and necessary for the proper functioning of the Community and the protection of health, safety and welfare of residents of the Community.

13. AESTHETICS AND APPEARANCE OF THE HOUSE: In addition to health, safety and well-being, the **Owners/Renters** guarantee to maintain 12 months a year, a beautiful appearance and neat aesthetics of their house. **Pine Tree Park** reserves the right to prohibit, limit, control, remove or cause to be removed by the **Owners/Renters**, at their own expense, decorative objects, outdoor furniture, equipment, tools, vehicles, garden accessories, dangerous or harmful objects, or any other items deemed dangerous or of a bad appearance for aesthetics for the whole community.

14. AMENDMENTS TO RULES AND REGULATIONS:
Pine Tree Park and **Owners/Renters** agree that the governing documents may not be amended without notice to **Owners/Renters**, at least ninety (90) days prior to the implementation of such changes. Any changes to the Rules & Regulations made as a result of restrictions imposed by the government, or those that are required to protect the health, safety and well-being of residents, may be applied before the expiry of the ninety (90) day period, as per FS 723.037.

15. EVICTION: **Pine Tree Park** may evict the **Owners/Renters** and other occupants, per the reasons specified in Chapter 723,061, Florida Statutes.

16. ACCELERATION: In the event of a breach of this lease, including the Community's Rules and Regulations and/or Prospectus, or Chapter 723,061, Florida Statutes, **Pine Tree Park** may begin a legal proceeding to regain possession of the land and the manufactured home thereon in accordance with Chapter 723,061, Florida Statutes, and maintain an action for collection of all accrued lot rental amounts. In addition, the **Owners/Renters** 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 or failure to become qualified to be a resident.

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17. HAZARDOUS WASTE AND COMPLIANCE WITH GOVERNMENT REGULATIONS:

The **Owners/Renters** must comply with all government regulations including, but not limited to regulations regarding the storage and disposal of all forms of hazardous waste from **Owners/Renters** occupancy. If **Owners/Renters** do not comply with applicable government regulations, **Owners/Renters** expressly agree to be personally responsible for all fees, penalties, interest and costs of any kind arising from non-compliance with government regulations. In addition, **Owners/Renters** agree to indemnify and hold harmless **Pine Tree Park**.

18. MOVING A MOBILE HOME, DEMOLITION

In the event that the **Owners/Renters** move their home out of Pine Tree Park, or the home is declared uninhabitable, unsafe, destroyed by force of nature, flooded, burnt, vandalized or/and condemned for demolition, it is imperative that the **Owners/Renters** must render the lot in the same condition that it was offered for rental. The lot must be clear and decontaminated of any debris including all lot preparations to install a new home on the said lot. It is understood that all related costs are the **Owners/Renters** financial responsibility. It is also understood that the lease will be honored financially by the **Owners/Renters** until the end of its term.

19. ATTORNEY'S FEES AND COSTS: If **Pine Tree Park** 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 by **Pine Tree Park** or by the **Owners/Renters**, the expense thereof to **Pine Tree Park**, including a reasonable attorney's fees and costs (*including appellate fees and costs, if any*) shall be recovered from the **Owners/Renters** by **Pine Tree Park** and shall be fully collectable. The term attorney's fees 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. It will also include the cost of registered mail to **Owners/Renters** in pursuit of notification.

Said entitlement to attorney s fees and costs shall be awarded to the prevailing party pursuant to *Chapter 723.068, Florida Statutes*, if a law suit is necessary. If no suit is filed, the **Owners/Renters** will be sent an invoice to pay **Pine Tree Park** reasonable attorney's fees and costs incurred by **Pine Tree Park** 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 attorneys' fees and the costs are mailed to **Owners/Renters**.

A FIRST VIOLATION OF THIS PROVISION OF THE LEASE IS SUBJECT TO A DEPORTATION ORDER AS AN ACT PREJUDICIAL TO OTHER RESIDENTS TO THE HEALTH, SAFETY AND PEACEFUL ENJOYMENT OF THE COMMUNITY.

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20. 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.

The **Owners/Renters** 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, **Pine Tree Park shall have the right to cancel this lease upon no less than ninety (90) days notice** prior to the date of cancellation.

No money or other consideration shall be payable by Pine Tree Park for the right of cancellation, and **Owners/Renters** shall have no right to share in the condemnation award or in any judgment for damages caused by change of grade.

21. ACKNOWLEDGEMENT AND UNDERSTANDING OF THE LEASE: **Owners/Renters** acknowledge that they have read and understand the foregoing, that **Owners/Renters** were offered the foregoing lease prior to occupancy (*except for renewal leases*).

The **Owners/Renters** hereby acknowledge that 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.

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 takes precedence over Pine Tree Park governing documents.

The **Owners/Renters** agree to fully comply with this Lease and the related regulations. This lease consists of a total of 9 pages and applies only to **Owners/Renters** who consent by signing below.

I/we, the undersigned (**Owners/Renters**) hereby agree to abide by the terms of this Lease dated _____ of _____ 20 _____.

Print Name
(Owners/Renters # 1)

Signature

Print Name
(Owners/Renters # 2)

Signature

Print Name
(Owners/Renters # 3)

Signature

Print Name
(Owners/Renters # 4)

Signature

Terry Keene, Property Manager



PINE TREE PARK

MARINA & OCEAN ACCESS

ANNEX 1 Prospectus and Rules & Regulations

The **Owners/Renters, Residents and Occupants** agree to comply with the **Pine Tree Park** Rules & Regulations and agree that the violation thereof constitutes a ground for expulsion from the Community.

The **Owners/Renters, Residents and Occupants** acknowledge that they have had a reasonable period of time to read and sign the current community Prospectus and Rules and Regulations. And therefore agree that the said regulations are restrictive clauses, that they are reasonable and necessary for the proper functioning of the Community and the protection of health, safety and welfare to be residents of the Community.

By signing, we hereby acknowledge that we have read, understand and had a reasonable opportunity to read and review the Prospectus and the Rules & Regulations of Pine Tree Park Co-op, Inc.

We agree to fully abide by the said Prospectus and Rules and Regulations.

Home address : _____, Deerfield Beach, FL 33442

Date : _____ 20____.

Print Name
(Resident/Occupant# 1)

Signature

Print Name
(Resident/Occupant# 2)

Signature

Print Name
(Resident/Occupant# 3)

Signature

Print Name
(Resident/Occupant# 4)

Signature

Terry Keene, Property Manager
PINE TREE PARK CO-OP



List of documents to be provided when signing the lease:

1. Color photocopy of passports or U.S driver's licenses of all occupants including your children
2. Valid photocopy of your home insurance policy
3. Photocopying your vehicle recordings
4. Photo of your pet/pets + updated vaccination certificate
5. Photocopy of your house titles
6. Copy of the form to update your information (if your information has changed)