

grounds provided for in this lease, shall not waive the right for the community to consider any subsequent violation of the same grounds or the violation of any other grounds, a breach of this lease by the owner-tenant so long as permitted by Chapter 723, Florida Statutes.

5. The rules and regulations may be modified and/or eliminated and will not conflict with this lease. If a conflict exists, the rules and regulations take priority. Any new adoption of rules and regulations upon giving the owner-tenant notice thereof as required by law and said rules and regulations in accordance with Chapter 723, Florida Statutes.
6. This lease and the privileges contained herein are not assignable and/or transferable (unless WRITTEN approval is 1st obtained by LANDLORD, and said lease is only valid as long as those executing this lease reside upon the premises set forth in this lease, and are in full conformance of all provisions of this lease and Park Rules and Regulations, except that a new homeowner may assume in writing the balance of the annual lease through December 31 of the year of purchase in accordance with Chapter 723, Florida Statutes. The owner-tenant certifies by signing this Rental Agreement that the owner-tenant is the owner of this mobile home and ANY assignment and/or subletting without Landlord's written consent constitute a default by owner-tenant under this Rental Agreement.
7. Owner-tenant expressly understands and agrees that, upon execution of this lease, all prior leases, rental agreements, negotiations and other agreements between the parties regarding the lot leased are hereby terminated, void, and no legal force and effect., including but not limited to any agreements with the formal owner.
8. Lot Rent is calculated in a two-person limit on occupancy of each mobile home lot. There will be assessed an additional fee of \$35 per month charge for each residing visiting on the mobile home lot for ten (10) days or more of each month.
9. Other financial obligations of the owner-tenant are as follows:

Lot lawn and landscaping maintenance (optional)	\$15.00 per month
Pest Control - Optional	\$25 per month
Late Fees Charge (minimum charge)	\$25.00
Late Fees Charge (daily fee)	\$5.00
Bad Check Charge	\$30.00
Extra Resident Fee	\$35 per month

Tree Trimming/ Removal, Debris Removal \$ Actual Billed Amount
 (Not charged unless homeowner-tenant fails to provide services himself)

Cable Television	Paid directly by homeowner-tenant to company providing service
Damage Caused by Family or Guest	Charged at replacement cost

Debris Removal	Charged in accordance with Section VIII (F&J) of the prospectus
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Governmental Assessments, Fees Surcharged, and Charges	Charged in accordance with Section VIII (I) of the Prospectus
Water	\$ included in base rent
Sewer	\$ included in base rent
Garbage	\$ included in base rent
Storm Drainage	\$ included in base rent

The fees will be charged and increases as set out in Section VIII (F) through (J) of the Prospectus.

10. The community reserves the right to pass on and pass through charges in accordance with the Prospectus and Chapter 723, Florida Statutes.
11. Rents are collected in this matter: All late fees, power bill invoices (if this applies to your lot), assessments, fees noted above, boat storage fees are paid first then the lot rent is applied. All additional fees shall be deemed rent.
12. Rent is due on the 1st of the month and is considered late if paid after the 5th. If rent is paid after the 5th day of the month, a late charge of \$25 will apply and \$5 per day late fee from the 5th of the month will be added.
13. Owner-tenant (s) acknowledges that they have read the foregoing, the rules and regulations, and the Prospectus, and that owner-tenant was offered the foregoing lease prior to occupancy.
14. If lease is broken and owener-tenant wants to remove home from the lot located at Nelson's. A thirty (30) day notice must be given and the remainder of the lease will be charged to the owner-tenant plus a fee of \$2750 must be paid if hurricane anchors, straps, tethers, sheds, appurtenances, fixtures, personal property are not removed from lot including any trash and misc equipment. Insurance must be shown by Licensed and Insured contractor who is hired to move home and showing Nelsons LLC as a named insured prior to moving with a minimum of 2 million in occurrence liability. Insurance must be turned into office with a copy of the permit to move the home.
15. If home is offered for sale the Seller must pay all outstanding fees and rents before new resident is accepted as resident. Potential new residents must be properly screened by Nelsons Office and approved prior in writing to moving in.
16. Landlord may evict the owner-tenant, a mobile home occupant, or the mobile home on one or more grounds set forth in Section 723.61, A Florida Statues, including:
 - a. Nonpayment of Lot Rental amount;
 - b. Nonpayment of assessments charged by the Landlord;
 - c. Conviction of a federal or state law or local ordinance, violation of which may be deemed detrimental to the health, safety, or welfare of other tenants;
 - d. Violation of park rules or regulation, the rental agreement, or Chapter 723, Florida Statues;

- e. Failure to be approved to occupy home or lot by the landlord.

The law applicable to the eviction action is the law in effect when the action or noncompliance underlying the eviction action takes place, including Tenant's failure to perform any obligation created by this Lot Rental Agreement.

17. If the tenant shall fail to pay the rent or any other fee, charge or Assessment specified herein at the time and manner stated, or fails to keep and perform any of the other conditions or agreement of this Rental Agreement, the Landlord may, at his option, terminate this Rental Agreement and all rights of the Tenant hereunder, at which time the Tenant agrees to vacate the premises. If the Tenant fails to voluntarily vacate the premises after termination, the Landlord may bring an action for possession in the county court and Tenant agrees to pay all costs, expenses, and reasonable attorney's fees which shall be incurred and expended by Landlord.
18. The LANDLORD shall have a lien for rent and other charges and liabilities incurred by the TENANT under the terms hereof upon the mobile homes, its contents and all personal property of the TENANT kept in, or about the leased premises, and neither the mobile home, nor any of its contents or personal property of the TENANT shall be removed from the leased premises until all such rents, charges and liabilities due hereunder have been paid in full.
19. Any equipment, fixtures, goods or other property of the TENANT not removed by TENANT upon termination of this Rental Agreement, or upon any quitting, vacating, or abandonment of the leased premises by the TENANT, or upon TENANTS eviction, shall be considered as abandoned, and the LANDLORD shall have the right, without notice to the TENANT to sell or otherwise dispose of the same at the expense of the TENANT and shall not be accountable to the TENANT for any part of the proceeds of such sale, if any.
20. 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 any other condition or covenant.
21. The LANDLORD shall not be liable for any damage or injury which may be sustained by the TENANT or any other person as a consequence of the failure, breakage, leakage, or obstruction of the water, sewer, waste disposal pipes or the electrical, gas, or oil systems; or by reason of the elements; or resulting from carelessness, negligence, or improper conduct on the part of any other TENANT in the park or any of the TENANT's agents, guests, family members, licenses, invitees, or successors, or attributable to any interference, risk, interruption of or failure, beyond the control of the LANDLORD or any services to be furnished or supplied by the LANDLORD. The LANDLORD shall not be liable in any manner whatsoever for the loss, injury, or damage sustained by the TENANT, his family or guests, resulting from acts of theft, burglary, vandalism, water leaks or sewer backups.
22. In the event that any section, paragraph or sub-paragraph of this Agreement is held unenforceable by any court, this Agreement shall be deemed to have been executed by the

parties hereto with such sections, paragraph, or sub-paragraphs not having been executed herein, and the remainder of the Agreement shall not be void thereby.

- 23. 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.
- 24. The TENANT agrees to and shall save, and keep harmless and indemnify the LANDLORD from and for any and all payments, expenses, costs, attorneys' fees and from any and all claims, demands and liabilities for losses or damage to property or injury to persons occasioned wholly or in part by or resulting from any action or omission by the TENANT or the TENANT'S guests, licenses, invitees, or from any cause or reason whatsoever arising out of or by reason of the occupancy by the TENANT.
- 25. Any notice by Landlord to Tenant shall be mailed or delivered to tenant at Tenants address in the Park or by posting the notice on the door of Tenant's mobile home.
- 26. The Rental Agreement shall be binding upon, and inure to the benefit of LANDLORD and TENANT, and their respective heirs' personal representatives, successors and assigns.
- 27. The choice of law shall be Florida; jurisdiction appropriate only in Florida. Venue appropriate shall only be in Marion County, Florida.

WE HAVE READ AND UNDERSTAND THIS LEASE AGREEMENT AND AGREE TO THE TERMS SET OUT HEREIN. Each of the Regulations of the Park is specifically incorporated into this Rental Agreement by reference. The TENANT acknowledges that prior to executing this Rental Agreement, he or she has had a reasonable opportunity to read and review this Rental Agreement and the Park Rules & Regulations and Prospectus. BY Signing this Rental Agreement, he or she binds himself or herself to fully abide by this Rental Agreements and the Rules & Regulations and Prospectus.

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

_____	_____
Owner-Tenant	Owner- Tenant
Cell: _____	Cell: _____
Date: _____	
E-mail: _____	

_____	_____
Community Representative	Date
