

PANHANDLE MOBILE HOME PARK

Manufactured/Mobile Home Space Lease Agreement

NOTICE: Pay Your Lease Payment To: CAMS
P.O. Box 2901
Hayden, ID 83835

1. PARTIES

This Lease Agreement is made and executed this 11 day of August, 2011 by and between Panhandle Mobile Home Park, located at 3093 Highway 53, Rathdrum, Idaho, 83858 (hereinafter called Landlord) and Brenda Robertson (hereinafter called Resident). The premises shall be used for residential purposes only and shall be occupied only by individuals whose names are listed below:
Brenda Robertson
Billy Robertson

Occupancy by other or additional persons is permitted only with prior written consent of Landlord, who may grant or withhold such consent at Landlord's sole discretion. The premises may not be rented, loaned, sub-leased, or used for any other purpose. House-sitting is a form of sublease, subject to the terms applicable to subleasing herein.

2. ADDRESSES

The owner of Panhandle Mobile Home Park is Equity Trust Company FBO Wayne Burton, address P.O. Box 2901, Hayden, Idaho, 83835. The On Site Manager, located at 3093 Highway 53, Unit #7, Rathdrum, ID 83858 is an authorized agent of the Owner.

Resident's forwarding address or the name and address of who would know the whereabouts of Resident in the event of emergency or the abandonment of the home, is:

Sharon LaFountain 714-0386

The name and address of any party who has a security interest in the home is:

3. DEMISED PREMISES

Landlord hereby leases to Resident the Space No. 1 in Panhandle Mobile Home Park located at 3093 Highway 53, Rathdrum, ID 83858.

4. TERMS AND RENEWAL

The term shall be for a period of one (1) year beginning the 1st day of January 2010 and ending the 31st day of December 2010.

This Lease Agreement shall be automatically renewed for a term of one (1) year upon the anniversary of the beginning date shown above, and shall expire at the end of said term only if Landlord or Resident terminates the Agreement in writing. For Landlord to terminate the Agreement, Resident must receive Landlord's written Notice of Termination at least ninety (90) days prior to the expiration of this Lease Agreement, unless paragraphs 16 or 18 herein apply. For Resident to terminate the Agreement, Landlord must receive Resident's written Notice of Termination at least thirty (30) days prior to the expiration of this Lease Agreement. Upon the automatic renewal of this Lease Agreement, the Resident shall be liable for all monthly payments for the new full annual lease term upon the same terms as in the prior Lease Agreement.

5. RENT

★ MOVE IN 9-6-2011

Resident agrees to pay Landlord rent for the demised premises, without deduction, the sum of two hundred and sixty dollars (\$260) per month, payable monthly, in advance, on the first (1st) day of each month, plus all other sums payable hereunder. All money payable hereunder shall be paid by check or money order to: CAMS.

If the rent is not paid within five (5) days of the due date, Resident agrees to pay a late charge of TWENTY-FIVE DOLLARS (\$25.00).

Resident further agrees to pay TWENTY-FIVE DOLLARS (\$25.00) for each of Resident's dishonored bank check due to insufficient funds or for any other reason. Any returned checks causing late receipt of rent payment will result in the assessment of BOTH late charges and returned check charges. Once a Tenant has had a check returned for insufficient funds ("NSF"), Tenant will thereafter be required to pay rent with cash, cashier's check or money order and personal checks will no longer be accepted.

Landlord may increase the monthly rent upon the expiration of the original or renewal term of this Lease Agreement by causing Resident to receive notice of such rent increase at least ninety (90) days prior to the effective date of such increase.

6. UTILITIES AND SERVICES

Resident shall be responsible for the payment of bills of all services and utilities supplied to the premises EXCEPT water, garbage, and septic services, which will be furnished by the Landlord. Electric and Gas are to be transferred into the Resident(s)' name to be effective on the date of this Agreement.

Resident(s) shall be held responsible for damages to septic system as a result of their misuse and/or disposal of substances in septic system beyond design of said system.

Utilities shut off for non-payment by Resident(s) will forfeit this Agreement and Resident(s)' rights will be terminated with an automatic three-day notice of default. Resident(s) will be responsible for any damage incurred. Landlords may, at their discretion, demand immediate possession of the property, taking necessary measures to protect their investment from loss or damage or potential future damage. Default of this Rental Agreement for non-payment of rent will result in disconnection of the water supply to the dwelling on the date Resident(s) is required to vacate by proper notice by Landlord. Resident(s) will hold Landlord and Management harmless for any loss or damage resulting from such water disconnection.

7. ESCALATOR CLAUSE

The "base year" is defined as the initial year term of this Agreement. The monthly rent stated herein may be increased on a pro rata basis to cover any increase in the Landlord's real property taxes, utility assessments, or other service included in the monthly Lease charge for the premises, over the base year real property tax, utility assessments, or services in the year during which this Agreement is in effect. A pro rata reduction in the Lease will also be made in the event of a reduction in the Landlord's real property taxes, utility assessments, or other charges below the said base year. Resident(s) shall receive from Landlord thirty (30) days written notice to any such pro rata increase or decrease, and such increases or decreases shall not occur within each category more than twice per year. Non-pro rata increases or decreases shall only occur after Resident(s) is given ninety (90) days written notice.

8. ADDITIONAL CHARGES

In addition to the monthly Lease herein above reserved, there may be such additional charges as are set forth in the Community Policies. Any such charges will be presented to the Resident(s) on an itemized billing.

9. FIRST MONTH'S RENT

Receipt of the sum of \$260 paid by Resident(s) to the Landlord is hereby acknowledged said sum representing the first month's Lease under the Agreement.

10. SECURITY DEPOSIT

Resident(s) agrees to pay Landlord the sum of *FIVE HUNDRED AND NO/100 DOLLARS (\$500.00)* as a security deposit. All or any portion of said deposit may be withheld to compensate Landlord for any default of Resident(s), including damages to property or non-payment of a lease payment. Landlord has the right to proceed against the Resident(s) to recover any sums exceeding the amount of said deposit for any costs or expenses attributable to a default of the Resident(s). All security deposit monies paid to Landlord by Resident(s) shall be held in Landlord's trust account.

Within thirty (30) days after the termination of the tenancy and the vacation of the premises, Landlord shall mail to the Resident(s)' last known address a full and specific statement of the basis for retention of any or all of the deposit, together with the payment of any refund due to the Resident(s). Landlord shall have the right to satisfy any unpaid rents with the Resident(s)' deposit and proceed against the Resident(s) to recover sums exceeding the amount of the Resident(s)' deposit for unpaid rent, cleaning, painting, alterations and or any repairs to the property and replacement of any lost and/or missing items for which the Resident(s) are responsible.

Deposits will be refunded in whole or in part if the following procedures are met:

- a) Resident(s) have complied with this Agreement in its entirety.
- b) Resident(s) have given Landlord at least thirty (30) days written notice to vacate, unless Resident's military orders justify less than that time for written notice.
- c) Resident(s) shall occupy space no less than Three Months.
- d) Upon termination, Resident(s) shall have returned the premises to its initial condition except for reasonable wear and tear.
- e) Resident(s) shall have remedied or repaired any damages to the premises to the satisfaction of Landlord.
- f) Tenant(s) are current in rental payments, and have paid all other charges due.

11. APPLICABLE LAW

This Agreement is intended to comply with all applicable local, state and federal laws. This Agreement shall be interpreted pursuant to Idaho law and venue for suit shall be in Kootenai County. If any part of this Agreement is found to be contrary to applicable laws, that part shall be severable, but all remaining provisions of this Agreement shall continue in full force and effect.

12. MANAGEMENT OF COMMUNITY

Landlord may be represented by the On-Site Manager who is vested with all legal rights and authority to enforce Landlord's Community Policies.

13. PERMISSIBLE USE OF LOT

The lot shall be used for a Resident's manufactured/mobile home, subject to Landlord's approval of its style, size, and year of manufacture. Resident agrees not to change to another manufactured/mobile home on said lot without first obtaining Landlord's written consent. The lot shall remain accessible to Landlord's servants, agents, and employees at all times to facilitate equipment repairs, installation of new equipment, reading of meters, and emergencies that may arise.

14. INSPECTION

Resident states that he or she has fully and completely examined the premises, the streets, and all other areas open to his or her use and found their condition to be safe and acceptable. Resident accepts the premises "as is" and all physical improvements in the common areas "as is" and to be in good repair and sanitary condition.

15. DUTIES OF RESIDENT

In addition to those duties elsewhere stated herein, and those provided by law, it shall be the duty of the Resident:

- a) To timely make Lease payments in such amounts as required by this Lease Agreement.
- b) To comply with all obligations imposed upon Resident by applicable provisions of municipal, county, and state codes, statutes, ordinances and regulations.
- c) To maintain their own driveways in all aspects, including snow removal.
- d) To keep Resident's manufactured/mobile home lot clear of waste, debris, and unsightly materials.
- e) To properly dispose of all trash, garbage, and other organic or flammable waste, in a clean and sanitary manner at regular intervals, and to assume all costs of extermination and fumigation for infestation caused by Resident.
- f) To not intentionally or negligently destroy, deface, damage, impair, or remove any facilities, equipment, furnishings, or fixtures provided by the Landlord, or permit any member of Resident's family, invitee or licensee to do so.
- g) To not permit a nuisance or common waste.
- h) To maintain water and sewer lines to the main lateral, including their water shutoff value.
- i) To leave the premises in substantially the same or better condition as when Resident took possession.

16. GROUNDS FOR TERMINATION BY LANDLORD

The tenancy arising out of this Agreement may be terminated by the Landlord before the expiration of the term for any one or more of the following reasons as set forth in the Mobile Home Park Landlord-Tenant Act of the State of Idaho, Title 55, Chapter 20, Idaho Code:

- a) Substantial or repeated violation of the Community Policies of the Panhandle Mobile Home Park. Resident(s) shall be given written notice to comply. If the Resident(s) does not comply within three (3) days, the Resident(s) may be given notice of a twenty (20) day period in which to vacate. In the case of periodic rather than continuous violation, said notice shall specify that the same violation repeated shall result in termination.
- b) Non-payment of rent or other charges specified in the Lease Agreement. The Resident(s) shall be given written notice. If the Resident(s) does not pay within three (3) days of service of the written notice, the Resident(s) may be given notice of a twenty (20) day period in which to vacate.
- c) Cessation of the Panhandle Mobile Home Park, provided that Landlord gives the Resident(s) not less than one hundred twenty (120) days notice in writing of such event prior to the date designated in the notice of termination.

17. TERMINATION BY RESIDENT

- a) The Resident(s) may terminate this Lease Agreement upon thirty (30) days' written notice. Resident(s) agrees at termination of this Lease Agreement to peaceably surrender the premises to Landlord in a clean and satisfactory condition.
- b) Any Resident(s) who is a member of the armed forces may terminate this Lease Agreement in writing with less than thirty (30) days' notice if he or she receives reassignment orders which do not allow greater notice.

18. FORFEITURE

Upon default by Resident(s) with respect to any provision hereof, or abandonment of the premises by Resident(s), Landlord may, in addition to any other rights or remedies Landlord may have, re-enter the premises through process of law and, at Landlord's option, declare a forfeiture and terminate this Agreement. Upon termination of the tenancy, Landlord shall have a lien on all personal property of Resident(s) situated in and about the premises to secure payment of all rent, utilities, service charges, and damages owed by Resident(s).

19. HOLDING OVER

Except where Landlord or Resident(s) serves notice of termination as herein provided, this Agreement renews as provided in Paragraph 4 of this Agreement. If Resident(s), without the Landlord's consent, continues in possession of the demised space following the date of termination of this Agreement, or the date Resident(s) is required to vacate pursuant to such notice of termination, the Resident(s) shall be deemed to be a month-to-month tenancy and shall be terminable as such by either party. Possession shall be deemed retained if the demised space is not rentable to another Resident(s) by reason of the Resident(s)' actions, use, or Resident(s)' property remaining thereupon.

20. SALE OF MANUFACTURED/MOBILE HOME

Landlord shall not deny Resident(s) the right to sell Resident(s)' manufactured/mobile home. However, if Resident(s) sells the manufactured/mobile home located upon the premises to a third party during the term hereof and the manufactured/mobile home is to remain on the premises after a sale, Resident(s) must obtain Landlord's approval of the purchaser prior to completion of the sale. To properly enable Landlord to give or withhold such approval, Resident(s) shall notify Landlord of the contemplated sale in writing fifteen (15) days prior to the close of sale and shall otherwise cooperate in obtaining and providing to Landlord such information and documentation from the purchaser as is reasonably required by Landlord. Landlord reserves the right to require that the purchaser as prospective tenant comply with all Community Policies of Panhandle Mobile Home Park, including the execution of a new Lease Agreement between Landlord and a prospective resident prior to the sale of the manufactured/mobile home. From the date of the sale, the new Resident(s) shall be bound by the terms of the new Lease Agreement.

Landlord shall approve or disapprove the transfer of the manufactured/mobile home space on the same basis that the Landlord approves and disapproves of any new resident, including a security or credit check as Landlord deems necessary. Notice of approval or disapproval shall be given within five (5) working days of receiving a fully completed written application. Landlord shall comply with all applicable anti-discrimination laws related to leases of real property.

21. COMMUNITY POLICIES

Resident(s) takes full liability for his or her acts, the acts of members of Resident(s)' family, and acts of Resident(s)' guests, whether negligent or intentional, related to compliance with the Community Policies that are a part of this Agreement. Any Policy adopted or amended after the date of this Lease Agreement is not enforceable unless consented to by Resident(s) or until Resident(s) is given a ninety (90) day notice in writing, except for policies related to public safety, health, or property degradation, which shall apply to Resident(s) after thirty (30) days written notice. At Landlord's request, Resident(s) shall execute a new Lease Agreement for the remainder of their term should Landlord alter Community Policies during Resident(s)' lease term.

22. ADDITIONAL TERMS

Any additional terms and conditions of the tenancy herein provided shall be reduced to writing, signed by both Landlord and Resident(s), and attached hereto as an integral part hereof.

23. WAIVER OF LIABILITY

Resident(s), as a material part of the consideration under this Lease Agreement, hereby waives all claims against Landlord for Landlord's unintentional damages to Resident(s)' furniture, equipment, records, goods, wares or merchandise in, upon, or about Resident(s)' home. Resident(s) hereby agrees to indemnify and hold Landlord harmless from and on account of any damage or injury to any person, or to the furniture, equipment, records, goods, wares, or merchandise of any person arising from the use of the premises by Resident(s), or arising from the failure of Resident(s) to keep the home and the lot in good condition, as herein provided, or arising from the negligence of Resident(s), or his or her family or guests. Landlord shall not be liable to Resident(s) for any damage by or from any act of negligence of any of Landlord's guests, or by the guests of any manufactured/mobile home Resident(s) in Panhandle Mobile Home Park. Resident(s) agrees to pay for all damages to the premises and lot, as well as all damages to any other Resident(s), other Resident(s)' guests, and families thereof caused by the Resident(s) or by Resident(s)' misuse of the premises.

24. WAIVER OF DEFAULT

No waiver by Landlord of Landlord's right to enforce any provision hereof after any default on the part of Resident(s) shall be deemed a waiver of Landlord's right to enforce each and all of the provisions hereof upon any further or other default on the part of Resident(s). The acceptance of rent hereunder shall not be or become construed to be a waiver of any breach of any term, covenant, or condition of this Lease Agreement or of the Community Policies.

25. JOINT AND SEVERAL LIABILITY

Each person executing this Lease Agreement, as "Resident" is jointly and severally liable for provisions stated herein and is required to perform, in full, all obligations imposed on Resident(s) in the Lease Agreement.

26. INDEMNIFICATION

Resident(s) covenants to hold and save harmless of and indemnify Landlord for any cost, liability, or expense caused by or arising out of any injury or death of persons or damage to property, income upon or about the leased premises or caused by or arising out of any activities or omission of Resident(s), his or her agent, employees, licensees, and or invitees, including without limitation, injury or death of Resident(s), his or her agents, employees, licensees and invitees and damage to their property or Resident(s)' property; except for any damage or injury of any kind arising out of the negligence of Landlord, its agents, or employees.

27. EMINENT DOMAIN

In the event of a taking of all or a portion of the Park for any public use by right of eminent domain or by private sale in lieu thereof, so that the lot rented to Resident(s) is thereafter not reasonably suited for the purposes for which rented or so that the Park is not, in Landlord's opinion, suited for continued operation as a manufactured/mobile home park, this Lease Agreement shall terminate on the date the possession of the Park or portion thereof is taken. No award of any partial or entire taking shall be apportioned beyond that required by Idaho Code Title 7, and Resident(s) hereby assigns to Landlord and renounces any interest in or right to all or any portion of any award made or compensation paid to Landlord for the taking; provided, however, that Landlord shall have no interest in any award made to Resident(s) for the taking of personal property and fixtures belonging to Resident(s), which Resident(s) would otherwise have been entitled to remove at the end of the lease.

28. LEGAL ACTION

If legal action by Landlord is necessary to enforce this Agreement, Resident(s) agrees to pay all of Landlord's necessary and reasonable legal, court, and attorney's fees and costs. This includes any and all reasonable and necessary legal costs incurred and expended in an effort to collect any outstanding balance due under the terms of this Lease Agreement with any party, agency, or entity. Moreover, these legal costs can and may include expenses incurred prior to the matter being turned over to third parties for collection, prior to judgment being obtained, and prior to any attorney being retained for any reason. Landlord's legal fees and costs shall be submitted for Resident(s)' payment within ninety (90) days of Landlord's receipt of invoice from counsel or court, and such legal fees and costs shall be due and payable by Resident(s) within thirty (30) days of receipt.

29. NOTICES

Any notice required by this Agreement to be given to Resident(s) shall be served on behalf of the Landlord: (a) by delivering a copy personally to the Resident(s); or (b) if the Resident(s) is absent from said premises, by leaving a copy at said premises with some person of suitable age and discretion and by sending a copy through the mail addressed to Resident(s) at the Resident(s)' last known address; or (c) if the Resident(s) is absent from said premises and a person of suitable age and discretion cannot be found to leave a copy with, then by affixing a copy of the notice in a conspicuous place on said premises and also sending a copy through the mail addressed to the Resident(s) at the Resident(s)' last known address.

Any notice required by this Agreement to be given to the Landlord shall be served on behalf of the Resident(s): (a) by delivering a copy personally to the on-site manager (see 12 above), or (b) by sending a copy through the mail addressed to Panhandle Mobile Home Park LLC, P.O. Box 2901, Hayden, Idaho, 83835.

30. INSURANCE

Resident(s) understands and acknowledges that Landlord does not carry insurance that provides any protection for Resident(s)' manufactured/mobile dwelling or other property, and that Resident(s) should obtain insurance for such coverage. Resident(s) shall be personally liable for any claims for damages resulting from his or her decision not to provide adequate property and casualty insurance.

31. COMMUNITY POLICIES

Resident(s) acknowledges having read the below stated Community Policies governing Resident(s)' conduct in the Park and on the lot rented, and the manufactured/mobile home Installation Guidelines () (initial). Resident(s) agrees to abide by all of the Community Policies, including all future policies duly adopted by Landlord hereafter. Resident(s) agrees that Resident(s)' failure, or failure of Resident(s)' family or guest's to comply with these Community Policies shall be a material breach of this Lease, and shall be grounds for termination of this Lease.

Insofar as any provision of this Lease Agreement or the Community Policies of the manufactured/mobile home park conflict with any statutory provision applicable to manufactured/mobile home residency, the statutory provision shall prevail.

These Community Policies are adopted for the convenience, comfort and safety of all residents, and Landlord wishes to create a comfortable, enjoyable, and homelike atmosphere for every resident. Compliance with Community Policies helps insure an orderly, well managed, quality manufactured/mobile home community, and thus protects a Resident(s)' investment in their home.

Landlord welcomes Resident(s)' thoughts, ideas, and other written comments regarding the Community Policies, but Landlord reserves the right to make or decline to make changes to these policies in its sole discretion. Changes are effective after ninety (90) days written notice to all residents, except for policies involving public safety, health, or property degradation, which will become effective on thirty (30) days written notice. The policies are not intended to be exclusive of any other rights or remedies of the owner or

the residents of the park. The policies are intended to be fully consistent with the Mobile Home Landlord-Tenant Act of Idaho. In the event there is any conflict between this Lease and any applicable city, county, state or federal law or ordinance, the law shall control to the extent of any such inconsistency or conflict, but the remaining terms, conditions, rules and regulations shall remain in force and effect.

General

- a) Management has the right to approve or disapprove applications for space rental, and the type, size, and appearance of all manufactured/mobile homes. Spaces in the park are rented only as a private home residence.
- b) Residents(s) agree that no additional parties may move into the premises without WRITTEN PERMISSION of the Landlord. Any additional parties moving into the premises without said consent constitutes a violation of this Rental Agreement and may result in eviction. Resident(s) shall not assign this Agreement or sublet any portion of the premises
- c) Guests may occupy a Resident(s)' premises in numbers reasonably related to the manufactured design capabilities of a home for no longer than seven (7) days within any 60-day period. Residents are responsible for their guests. Resident(s)' guests are expected to abide by all of the Park rules. Residents are responsible to pay to repair any damages that their guests may have caused, regardless of the reason for such cause.
- d) If Resident(s) plans on selling their home, Landlord shall be notified thirty (30) days in advance. Resident(s) must gain the pre-approval of Landlord before the sale of a home if the home is to remain in the park after the sale. Resident(s) shall advise potential buyers to visit the Park's office for information regarding lease policies and application procedures, including Landlord's pre-approval of a new Resident(s)' credit report.
- e) No commercial business or activity may be conducted in the community utilizing a private home as a business or sales office. No childcare or preschool businesses are permitted. Auctions, garage, yard sales, or other types of public sales of resident's personal property will not be permitted without prior permission of the On-Site Manager. No solicitation of other residents is permitted. Sales people entering the park must make individual appointments with the Resident(s) to be visited prior to entering the park. Residents are encouraged to report any door-to-door soliciting to the On-Site Manager.
- f) While on vacation or extended absence, Resident(s) must notify the On-Site Manager of departure and return dates. Each Resident shall be responsible for arrangements to maintain landscaping (including the watering), mail pickup, newspaper delivery, or any other requirements pertaining to maintenance and appearance of Resident(s)' home and space.

Manufactured/Mobile Home Lots and Maintenance

- a) Manufactured/Mobile home lots shall remain under the direct control of Landlord.
- b) Each manufactured/mobile home must be kept clean and neat. No furniture (other than outdoor furniture), garbage cans, bottles, boxes, appliances, tools, etc. may be stored on the patios, porches, or otherwise outside the home. No outside storage is permitted, except within storage sheds. No tools may be hung or stored in the driveway. Trash receptacles are to be set out at the curb on days and times designated by management. Resident(s) must water all garden and lawn spaces as necessary. If a space is neglected, management may, after reasonable notice to Resident(s), hire a landscaper and charge the Resident(s) for bringing their lot's landscaping into good health. Use of spray paint guns or spray equipment within the park is not permitted.
- c) Fences around manufactured homes will not be permitted without Manager's approval. Shrubs to be used as lot boundary markers must be pre-approved by Management. No antennas or satellite dishes over two (2) feet in diameter are permitted.

Resident's property. Tying pets outside or leaving them in fenced yards unattended is not allowed at any time. Resident(s) are expected to prevent pets from damaging the interior of the unit or any of the Park property. **RESIDENTS MUST IMMEDIATELY PICK UP AND DISCARD THE WASTE OF THEIR PETS IN AN APPROPRIATE RECEPTACLE (i.e. garbage pail), not in the adjoining wooded property.** Noisy and unruly pets or those about which complaints are received will not be permitted to remain in the Park. After three (3) notices of the violations listed, a Resident(s) will either comply or vacate the community with proper notice of termination of this Rental Agreement pursuant to its provisions.

- (2) **Visitor's pets are not allowed in the park at any time. This is strictly enforced.**
- (3) **Animals trained to serve the handicapped, such as seeing-eye dogs or hearing dogs are an exception to the general pet policy as described herein. Before bringing a service animal to the Park, Resident(s) must obtain a written explanation of need from a medical professional, and Resident(s) must obtain written permission from the Landlord and or management.**
- (4) **All stray or unleashed animals, or animals kept in violation of the rules shall be removed from the Park, and will be taken to an animal shelter. Neither Resident(s) nor their guests or invitees shall feed or shelter stray or wild animals at any time. Landlord shall not be liable for damages to Resident's pets upon removal from the Park to a shelter.**

Conduct

- a) The conduct of Resident(s) shall not interfere with other tenants' peace and quiet. Unseemly conduct, drunkenness, loud parties or domestic disputes, willful or careless destruction of property by tenants and/or their guests is prohibited and may result in eviction. Violation of any law or ordinance of the City, County, State or Federal Government or breach of this PMHP Rental Agreement is prohibited. Acts of a Resident(s) that place Landlord or Manager in violation of a law or ordinance are prohibited.
- b) Resident(s) agree to respect the quiet enjoyment of other tenants. Disruptive noises and/or loud music are not ever allowed. Noise levels are considered excessive if Landlord or management receives complaints from other tenants. Music from a vehicle while driving through the Park must not disturb other residents. Peace and quiet is expected between the hours of 9:00 p.m. and 8:00 a.m.
- c) Resident(s) and/or their guests that walk through another resident's yard or fenced area or enters their porch, home or any part of the premises without proper authorization is guilty of trespassing. Such actions will be reported to local authorities.
- d) Landlord is not responsible for loss or damage to Resident(s)' or guests' property or vehicles by fire, theft, malicious mischief, misuse of facilities, acts of God, or any personal injury resulting therefrom. Resident(s) must carry insurance necessary for protection of their persons, home, and personal property in amounts reasonably calculated to cover damages thereto.

Storage Sheds

One pre-built storage shed is allowed per lot. Many homes have storage sheds that are part of the property. A storage shed may be erected at the Resident(s)' expense only with prior written permission of the Landlord and after Landlord's approval of the type and design in spaces that do not already have a storage shed. Landlord reserves the right to determine the construction material, size and location of any new storage shed. Resident(s) is expected to maintain storage sheds in good condition. Any damage to the grounds from removal of the shed will be at the cost of Resident(s).

All personal items including bikes, toys, mops, brooms, ironing boards, freezers, and other household items shall be stored inside of the home or in a storage shed. Roadways, driveways and walks shall be kept free of all Resident(s)' items. All broken or discarded items such as toys, bikes, appliances,

- d) If a Resident(s)' lease is terminated, natural lawns and shrubbery on the lot shall remain in place and will become Landlord's property, unless Landlord gives written permission for removal.
- e) Resident(s) will be responsible for winterizing water connections to the community's connections, such as, "heat tape" This winterization should be completed prior to October 15th of each year for your protection.
- f) Resident(s) may use Landlord's water for outside watering in reasonable quantities. Landlord reserves the right to control the amount of Resident(s)' water consumption, and excessive use of water will not be permitted.

Vehicles

- a) Resident(s) will park in designated parking areas only. Guest parking is limited to the additional parking available at the park entrance by the mailboxes. Residents are required to make sure parked vehicles do not block driveways. No vehicle shall be parked on the main streets of the park during snow accumulation or between 10:00PM and 7:00AM.
- b) A maximum of two vehicles are allowed per household. These vehicles must be operable, currently licensed, and insured. Storage of inoperable vehicles is prohibited. Tenants agree to park their vehicles at their assigned location. Parking on the grass or street parking is not allowed. Inoperable vehicles will be towed at owner or Resident's expense. Residents agree to advise their visitors about parking conditions. Guest parking is restricted to 48 hours, unless using parking available for the unit being visited.
- c) To insure safety, the speed limit is ten (10) miles per hour on community streets. **EVERYONE MUST OBSERVE THE SPEED LIMIT AT ALL TIMES.** Pedestrians, electric or gasoline-powered carts, and bicycles shall be granted the right of way at all times.
- d) Vehicles dripping gasoline, oil, or other fluids must be removed to prevent damage to pavement. Oil drippings must be removed and damages to property repaired at Resident(s)' cost to management's satisfaction.
- e) Residents may make minor repairs on their vehicles on the premises only if such repairs will take no longer than twenty-four hours. Major vehicle repairs, bodywork, or painting of vehicles is expressly prohibited. Spaces are to be kept clean of oil drippings. Oil drippings must be cleaned immediately. Any tenant that leaves oil drippings on the ground and is subsequently tracked into the home is responsible for the cleaning or replacement of the floor that is damaged. Vehicles that are leaking oil or other substances are to be immediately repaired or removed from the Park at Tenants' cost and to management's satisfaction.

Playground Use

- a) The playground is limited for the exclusive use of Resident's children. This is NOT a public playground. It is designed for children, and is not intended for adults or teenagers. Any child that uses this play equipment must first have the child's parents or legal guardian sign a release form. **The child's parents accept full responsibility for all risks associated or resulting from use of the playground and its equipment, and Landlord shall not be responsible for injuries or damages due to such use.**

Animals and Pets

- (1) Resident(s) must first obtain Landlord's written permission and complete a signed Pet Agreement including a pet security deposit prior to bringing a pet of any kind on the premises, even temporarily. Pets must weigh twenty-five (25) pounds or less and be house-trained. A maximum of two pets per unit is allowed. All pets must be current on immunizations and neutered. Pets will be limited to those that will not annoy or create a nuisance to other residents. No pet shall roam unleashed at any time, including cats. Resident(s) must prevent pets from roaming onto adjacent

furniture and other items shall be removed from the Park. If Resident(s) collects or possesses more personal items than they can neatly store inside the home or shed, they must store such items off-site.

TRASH

Each residence has an individual garbage bin, which is to be used for ordinary storage of household trash prior to pickup. All refuse is to be retained in garbage bags. Garbage bins are not to be overfilled and lids are to remain closed at all times. It is Resident(s)' responsibility to dispose of any excess trash at a garbage dump. Such excess trash includes, but is not limited to, broken appliances and furniture, Christmas trees, moving boxes, or needles from trees.

EXTERIORS

Resident(s) is expected keep the exterior of his or her residence free from clutter. Nothing should be stored on the outside of the residence. A barbeque and furniture specifically designed for outdoor use is allowed *during summer months only*. These items are to be stored in Resident(s)' residence, storage shed, or off-site during winter months. NO overstuffed or interior furniture is to be placed outdoors.

NO UNCONTAINED FIRES ARE ALLOWED

Uncontained fires are a serious threat to the safety and lives of everyone in the Park. Only certified metal fire pits that have a metal lid and screens to contain sparks are allowed in the Park. Any resident wishing to have an outdoor fire must first obtain written permission from Landlord for the design, specification, and location of the fire pit.

WATERING

- a. Lawns may be watered for a maximum of 30 minutes in the morning and 30 minutes in the evening. No watering will be permitted before 5:00 a.m. or past 10:00 p.m. No watering shall be left unattended. Watering of neighbors' yard or surrounding area is prohibited.
- b. Water usage for laundry and vehicles must be limited to residents, NOT GUESTS.
- c. Children's swimming pools are to be moved from grassy areas weekly to avoid damage to the lawn. **Resident(s) must not leave hoses running.**
- d. Landlord/Manager reserve the right to enter the property of the tenant and turn off water that has been left unattended or that is flooding or potentially flooding the property. **ALL HOSES MUST HAVE SHUT OFF NOZZLES. Resident(s) must immediately report any leaking water connections to Landlord/Manager.**

u. SNOW REMOVAL

- (1) During inclement weather, Landlord and or management will use their best efforts to remove snow and ice from roadways throughout the Park. However, Resident(s) are hereby advised that slippery and dangerous conditions may exist on the roadways even after the roads are plowed. Resident(s) are advised not to drive on the roads during inclement weather, unless absolutely necessary, and to exercise extreme caution. In addition, Landlord and management recommends that Resident(s) obtain snow or traction tires for their vehicles.
- (2) **RESIDENT(S) ARE SOLELY RESPONSIBLE TO KEEP THEIR DRIVEWAYS, WALKS, AND PORCHES FREE FROM SNOW AND ICE.** Resident(s) must remove snow and ice from their driveways, walks, and porches within twenty-four (24) hours. Landlord and Management will not be held responsible for any accidents, falls, or injuries that result from Resident(s)' failure to

maintain their driveways, walks, or porches, and Resident(s) or their guests agree not to hold Landlord and or management liable for any claims.

v. UNLAWFUL SUBSTANCES

- (1) The use, manufacture or sale of any unlawful drugs or substances will be directly reported to law enforcement. Resident(s), their children or guests of tenants possessing, using, manufacturing or selling unlawful drugs or substances in the Park will suffer termination of this rental agreement and may be immediately evicted.

w. HAZARDOUS MATERIALS

- (1) No fuel, oil, solvents, paints or other materials of explosive nature may be stored in any home or shed or on any other location of the property under any circumstances. The only EXCEPTION to this provision is the allowance of a maximum of one five-gallon container of gasoline for lawn work. This container must be adequately contained and stored.
- (2) Spray painting is strictly prohibited in the Park. After painting by other means, Resident must cleanup the area and dispose of all rags, cans, brushes, and other materials in a lawful manner. Garbage cans cannot be used for such disposal.

UNDERGROUND FACILITIES

- (1) Manufactured/Mobile Home Parks, of necessity, contain extensive underground and overhead facilities. Therefore, no digging is allowed within the Park unless written permission is obtained from Landlord or management. Tampering with fuses, electrical service connections and other Park utility connections is strictly forbidden. The Landlord or Manager is to be immediately informed of any malfunction of this equipment. Any resident or guest that removes or damages any meter, utility line or pole, marker, water shut off valve, etc. shall be held responsible for all damages and their rental agreement may be terminated.

ANTENNAS

- (1) Television and AM/FM antennas will be permitted when they are attached firmly to the rear of the manufactured/mobile home. Aerial antennas may not exceed four feet in height above the roofline of the residence. No C.B. or Ham Radio equipment may be operated in such a manner as to interfere with television reception of other tenants.

Executed on 11 day of August, 2011

PANHANDLE MOBILE HOME PARK

RESIDENT

By: Wayne K. Burt

By: [Signature]

Title: On-Site Manager or
Owner, Panhandle Mobile Home Park LLC

I have read the above and accept total
responsibility, personally and jointly.