

MOBILE HOME and LOT LEASE AGREEMENT
Riley Management, LLC d/b/a Castaways Estates

*This document contains the Lease (Pages 1-9), the Park Rules and Regulations (Pages 10-19),
the Resident Information Sheet (Page 20) and the Pet Addendum (Page 21-22)*

This Lease Agreement ("Lease") is entered by and between Riley Management, LLC ("Landlord") and _____ ("Tenant"). Landlord and Tenant may collectively be referred to as the "Parties." This Lease creates joint and several liability in the case of multiple Tenants.

WITNESSETH:

That in consideration of the mutual agreements herein contained, Landlord and Tenant hereby agree and covenant to and with each other as follows:

1. Leased Premises; Term of Lease; etc.

1.1 Leased Premises. Landlord leases to Tenant, and Tenant rents from Landlord, the mobile home and manufactured home space located at: S Sandstone, Lot _____, Terre, Haute, IN 47802 (the "Premises"), together with all appliances therein to Tenant.

1.2 Original Term. This Lease shall commence on _____ and, unless sooner terminated pursuant to law or pursuant to any of the terms hereof, shall continue 12 months (the "Lease Term").

1.3 Renewal Term. Upon expiration of this primary term, this Agreement shall automatically renew month-to-month unless either party gives written notice of termination at least 30 days before the Lease Contract term or renewal period ends, or unless all parties sign another Lease Contract.

1.4 Use of Premises and Application Approval. A Rental Application ("Application") must be approved by Landlord before Tenant shall have the right to use or occupy the Premises. Only those persons listed in said Application shall be permitted to occupy the Premises. Tenant shall use the Premises as a residence only, and for no other purpose. The Premises shall not be used to carry on any type of business or trade, unless Tenant has received the prior written consent of the Landlord. Tenant will comply with all laws, rules, ordinances, statutes and orders regarding the use of the Premises.

1.5 Inspection of Premises. Tenant or Tenant's agent has inspected the Premises and the Furnishings, the fixtures, the grounds, building and improvements and acknowledges that: (i) the Premises are in good and acceptable condition and are habitable; and (ii) the Furnishings are in good and acceptable condition. If, in Tenant's opinion, the condition of the Premises or the Furnishings has changed at any time during the Lease Term, Tenant shall promptly provide reasonable notice to Landlord.

1.6 Occupants of Premises. Tenant agrees that no more than _____ persons may reside on the Premises unless Tenant has received the prior written consent of the Landlord.

2 Rent Payments; Late Fees.

2.1 Rent. Tenant shall pay to Landlord during the Lease Term as rent for the Premises and Furnishings the amount of \$ ("Rent") each month in advance on the first day of each month. Total lease amount is portioned as Home Rent of \$ _____ and Lot Rent of \$ _____ starting on _____ through ____/____/____. If the Lease Term does not start on the first day of the month or end on the last day of a month, the Rent for the relevant month will be prorated accordingly. Tenant's right to possession of the Premises is expressly contingent upon the prompt and timely payment of rent and other charges due hereunder, and the use of the Premises by Tenant is obtained only on the condition that such sums are promptly and timely paid. Tenant shall pay promptly all sums other than rent pursuant to the provisions of this Agreement within 7 days following Landlord's delivery of a statement of account therefore. Monies received by Landlord from Tenant shall first be applied to discharge any past due amounts,

including but not limited to, past due late charges, check charges, key charges and utility bills owed by Tenant. After such past due amounts have been paid, the remainder of any monies received by Landlord from Tenant shall be applied to past due rent, then to current rent.

2.2 Manner of Payment. The Rent, and all other sums payable by Tenant to Landlord under this Lease, shall be payable in lawful money of the United States of America (except cash) and shall be paid to Riley Management, LLC (the Landlord) at the rent collection box on the premises., or at any other address designated by Landlord.

2.3 IF YOU DO NOT PAY YOUR RENT ON TIME. This section is your notice. If you do not pay your rent within five days of the due date, the landlord can start to have you evicted. You will get no other notice as long as you live in this rental unit.

2.4 Late Fees. If any amounts due under the Lease are more than 5 days late, Tenant agrees to pay a late fee of \$100.

2.5 Insufficient Funds. Tenant agrees to pay the charge of **\$30.00** for each check provided by Tenant to Landlord that is returned to Landlord for lack of sufficient funds or for any other reason.

3 Security Deposit.

3.1 Security Deposit. On execution of this Lease, Tenant shall deposit with Landlord, in trust, a security deposit of ____. (the "Deposit"), as security for the performance of Tenant's obligations under this Lease. Security Deposit is portioned as \$0 Home Deposit and \$ ____ Lot Deposit. Landlord may (but shall have no obligation to) use the Deposit or any part thereof to cure any breach or default of Tenant under this Lease, or to compensate Landlord for any damage as it incurs as a result of Tenant's failure to perform any of Tenant's obligations hereunder. Landlord is not limited to the Deposit to recoup damage costs, and Tenant remains liable for any balance. Tenant shall not apply or deduct any portion of the Deposit from any month's rent, including the last month of the rental term. Tenant shall not use or apply the Deposit in lieu of payment of Rent. If Tenant breaches any terms or conditions of this Lease, Tenant shall forfeit the Deposit, as permitted by law.

3.2 Return of Deposit. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this Lease, the Deposit shall be returned to Tenant after the date fixed as the end of the Lease and after delivery of entire possession of the Premises and Furnishings to Landlord. After Tenant vacates the leased premises, a final cleaning of the leased premises, furnishings and appliances, including, but not limited to, shampoo or steam cleaning of carpets, shall be performed by Landlord or Landlord's agents or employees, if determined by Landlord, in Landlord's sole and absolute discretion, to be necessary to restore the leased premises to their pre-lease condition. It is expressly understood, acknowledged and agreed that the cost of such final cleaning shall be deducted from Tenant's Security Deposit.

4 Default.

4.1 Event of Default. If Tenant defaults in fulfilling any of the covenants of this Lease, Tenant shall be in default of this Lease. Then, in any one or more of such events, subject to any statute, ordinance or law to the contrary, and upon Landlord serving a written notice upon Tenant specifying the nature of said default and upon the expiration of said notice, if Tenant does not cure a default of which he has been notified, or if the default cannot be completely cured or remedied, Landlord may at Landlord's option: (i) cure such default and add the cost of such cure to Tenant's financial obligations under the Lease; or (ii) declare Tenant in default and terminate the Lease.

4.2 Physical Remedies. If the notice provided for in Section 4.1 has been given, and the term shall expire as noted, or if Tenant shall make default in the payment of Rent, then Landlord may without notice, as permitted by law, re-enter the Premises either by force or otherwise, dispossess Tenant by summary proceedings or otherwise, and retake possession of the Premises and Furnishings. Tenant hereby waives the service of notice of intention to re-enter or institute legal proceedings to that end.

4.3 Financial Remedies. In the event of any default, re-entry, expiration and/or dispossession by summary proceedings or otherwise, (i) the Rent shall become due thereupon and be paid up to the time of such re-entry, dispossession or expiration, together with such expenses Landlord may incur for legal expenses, attorneys' fees, brokerage, and/or putting the Premises in good order; (ii) Landlord may re-let the Premises or any part or parts thereof; and/or (iii) Tenant shall also pay Landlord liquidated damages for his failure to observe and perform the covenants in this Lease. Landlord may, at his sole option, hold Tenant liable for any difference between the Rent payable under this Lease during the balance of the Lease Term, and any rent paid by a successive Tenant if the Premises are re-let. In the event that after default by Tenant Landlord is unable to re-let the Premises during any remaining term of this Lease, Landlord may at his option hold Tenant liable for the balance of the unpaid Rent under the Lease for the remainder of the Lease Term.

4.4 Release of Tenant. In the event that Tenant is now or becomes (except for voluntary enlistment) a member of the Armed Forces of the United States on active duty and receives change-of-duty orders to depart the local area, or is relieved or discharged from active duty, then Tenant may terminate this Agreement by giving Landlord thirty (30) days written notice, provided that Tenant is not otherwise in default or breach. In such event Tenant agrees to furnish Landlord a certified copy of such official orders which warrant termination of this Agreement: it is expressly provided, however, that orders authorizing base housing shall not constitute change-of-duty orders warranting termination by Tenant. Tenant shall not be released from this Agreement for any other reason

4.5 Termination: Resident's right to occupancy shall terminate or may be terminated as follows: (a) at the end of the term of this Agreement on thirty (30) days' written notice by either Tenant or Landlord, (b) at any time Tenant shall be in default on or in breach of any provision of this Agreement (or the other documents incorporated herein and made a part hereof by reference) upon three (3) days' written notice of such breach or default given by Landlord, (c) in accordance with the terms and provisions hereof relating to eminent domain, (d) in accordance with the terms and provisions hereof relating to release of Tenant, or (e) at such other time as may be agreed to by the parties hereto in writing. When resident's right of occupancy is terminated, Tenant shall pay all rental or other sums due or owed to Landlord and shall peacefully surrender possession of the Premises and remove all Tenant's property pursuant to this Agreement; failure to do so shall be deemed a breach of this Agreement

5 Quiet Enjoyment.

5.1 Quiet Enjoyment. Landlord covenants and agrees with Tenant that upon Tenant paying Rent, and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed under this Lease, Tenant may peaceably and quietly enjoy the Premises, subject nonetheless to the terms and conditions of this Lease.

6 Assignment and Subletting.

6.11 Assignment. Tenant expressly covenants that it shall not assign or sublease any interest in this Lease without prior written consent of the Landlord, which consent shall not be unreasonably withheld. Any assignment or sublease without Landlord's written prior consent shall, at Landlord's option, terminate this Lease. No assignment, underletting, occupancy or collection shall be deemed a waiver of the provisions of this Lease, the acceptance of the assignee, undertenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant in this Lease.

7 The Premises: Possession; Treatment; etc.

7.1 Possession and Surrender. Tenant shall be entitled to possession of the Premises on the first day of the Lease Term, and Tenant shall not be obliged to accept possession of the Premises prior to the first day of the Lease Term. At the expiration of the Lease

Term, Tenant shall peaceably surrender the Premises and the Furnishings to Landlord or Landlord's agent in good condition, as it was at the commencement of the Lease, subject to ordinary wear and tear.

7.2 Utilities and Services. Tenant will be responsible for all utilities and services required on the Premises, except that Landlord may provide the following: Electricity, Natural Gas, Water, Sewer, and Trash – However, Landlord reserves the right to pass these items through to Tenant upon 60 days written notice.

Pets. – No pets are permitted in homes that are rented or are on a "rent to own or a "Home Purchase

Credit” basis. If you own your home, there is an additional ten-dollar (\$10) per month pet rent per pet. **ALL PETS MUST BE APPROVED BY MANAGEMENT WITH PRIOR WRITTEN CONSENT.** Dogs must be less than twenty- five (25) pounds. No outside cats are allowed. All pets must have proper vaccination and licenses. Service and companion animals are exempt from fee and must have proper certification or doctors note. Pet owners are responsible for waste removal, supervision, sound control, and any damage caused by their pet

7.21 All pet owners must complete the Pet Addendum to Riley Management, LLC Rental Agreement

7.3 Dangerous Materials. Tenant shall not keep or have on or around the Premises any item of a dangerous, flammable or explosive nature that might unreasonably increase the risk of fire or explosion on or around the Premises or that might be considered hazardous by any responsible insurance company.

7.4 Alterations and Improvements. Tenant agrees not to make any improvements or alterations to the Premises without the prior written consent of Landlord. If any alterations, improvements or changes are made to or built on or around the Premises, with the exception of fixtures and personal property that can be removed without damage to the Premises, they shall become the property of Landlord and shall remain at the expiration of the Lease, unless otherwise agreed in writing. (Note: Building permits may be required for certain accessories of installations.)

7.5 Landscaping: Installation or planting of any trees, concrete, masonry, or ground cover must be approved by Landlord. Tenants are encouraged to landscape the premises and shall keep the Premises in a clean, attractive and well-kept fashion. All landscaping improvements shall immediately become a part of the realty and belong to Landlord and shall remain upon and be surrendered with the Premises unless otherwise expressly agreed to in writing by the parties hereto.

7.6 Reporting Malfunctions. If any system in or on the leased premises, including, but not limited to, any furnace, heating system, electrical system or plumbing system, fails to operate or otherwise malfunctions, Tenant shall promptly inform Landlord of such failure or malfunction. Any damages that occur as a result of Tenant's failure to promptly report any such malfunction or that occur as a result of the continued use of the malfunctioning system shall be the responsibility of Tenant, and Tenant shall be liable therefore.

7.8 Damage to Premises. In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake or other casualty not caused by the negligence of Tenant, this Lease shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The Rent provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying Rent up to such date and Landlord refunding Rent collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the Rent shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full Rent shall recommence and the Lease continue according to its terms.

7.9 Community Rules and Regulations: All Community facilities are provided by Landlord for the use and enjoyment of Tenant and, in certain cases, Tenant's family, guests, or invitees. Tenant agrees to abide, and to insure that Tenant's family, guests, or invitees abide by all Community Rules and Regulations (“Rules”) and any amendments thereto are incorporated herein by reference and made apart hereof for all purposes. Tenant agrees that Landlord shall have the right to modify, amend, change or replace such Rules in Landlord's sole and exclusive discretion and at such time or times as Landlord may desire. Landlord agrees to give Tenant written notice at least thirty (30) days prior to any modification, change, amendment or replacement. Any breach or violation of such Rules is expressly declared to be a breach of this Agreement.

7.10 Vehicle Control: For the safety of the occupants, guests, and invitees, in the Community, the speed limit shall be 10 miles per hour; Tenants agree to abide by such and to cooperate in the enforcement of such speed limits. The streets and lanes are private and not public thoroughfares. Tenants may park passenger cars only on the Premises' driveway or other designated areas. Neither Tenants nor guest or invitees shall park any vehicle on another resident's space or a vacant space without the express permission the resident or Landlord, whichever is applicable. Visitors shall park in the designated guest or visitor parking areas or in their host's drive if space is available. All trailers, boats,

recreational vehicles or other vehicles not used for daily transportation shall only be parked in the Community as may expressly be designated by Landlord. All vehicles must meet statutory requirements for inspection, safety, etc. in order to be operated in the Community. No junked, unusable or unsightly vehicles will be allowed in the Community. Landlord, may at its sole discretion, for the welfare of the occupants of the Community restrict the delivery of certain products and services to approved designated suppliers or restrict the times of delivery of products and services. The operation of motorcycles, motor scooter, minibikes and other two or three wheeled motorized vehicles must be first approved in writing by Landlord.

8. Inspection.

8.1 Inspection of Premises. Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Lease and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon, and for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Tenant agrees to make the Premises available to Landlord or Landlord's agents to inspect, to make repairs or improvements, to supply agreed services, to show the Premises to prospective buyers or tenants, or to address an emergency. Except in an emergency situation, Landlord shall give Tenant reasonable notice of intent to enter. For these purposes, twenty-four (24) hour notice shall be deemed reasonable. Tenant shall not, without Landlord's prior written consent, add, alter or re-key any locks to the Premises. At all times Landlord shall be provided with a key or keys capable of unlocking all such locks and permitting entry. Tenant further agrees to notify Landlord in writing if Tenant installs any burglar alarm system, including instructions on how to disarm such alarm in case of emergency entry. **Abandonment**

9 Abandonment. If at any time during the term of this Lease Tenant abandons the Premises or any part thereof, Landlord may at his option obtain possession of the Premises by any legal means without liability to Tenant and may, at Landlord's option, terminate the Lease. Abandonment is defined as absence of the Tenant from the Premises for at least 15 consecutive days without notice to Landlord. If Tenant abandons the Premises while the Rent is outstanding for more than 15 days and there is no reasonable evidence, other than the presence of Tenant's personal property, that Tenant is occupying the unit, Landlord may at Landlord's option terminate this Lease and regain possession of the Premises in the manner prescribed by law. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

10 Extended Absences.

In the event Tenant will be away from the Premises for more than 15 consecutive days, Tenant agrees to notify Landlord in writing of such absence. During such absence, Landlord may enter the Premises at times reasonably necessary to maintain the property and inspect for damages and needed repairs.

11 Security System.

11.1 Security System. Tenant understands that Landlord does not provide any security alarm system or other security for Tenant or the Premises. In the event any alarm system is provided, Tenant understands that such alarm system is not warranted to be complete in all respects or to be sufficient to protect Tenant or the Premises. Tenant releases Landlord from any loss, damage, claim or injury resulting from the failure of any alarm system, security or from the lack of any alarm system or security.

12 Insurance.

Landlord and Tenant shall each be responsible for maintaining appropriate insurance for their respective interests in the Premises, the Furnishings and property located on the Premises. Tenant understands that Landlord will not provide any insurance coverage for Tenant's property. Landlord will not be responsible for any loss of Tenant's property, whether by theft, fire, riots, strikes, acts of God or otherwise. Landlord encourages Tenant to obtain renter's insurance or other similar coverage to protect against risk of loss.

13 Other Representations, Construction; Governing Law; Consents.

a. **No Other Representations.** Tenant expressly acknowledges and agrees that Landlord has not made and is not making, and Tenant, in executing and delivering this Lease, is not relying upon, any warranties, representations, promises or statements, except to the extent that they are expressly set forth in this Lease. It is understood and agreed that all understandings and agreements heretofore had between the parties are merged into this Lease, which alone fully and completely expresses their agreements.

b. **Construction and Severability.** If any of the provisions of this Lease, or the application thereof to any person or circumstances, shall, to any extent, be held invalid or unenforceable for any reason, the remainder of this Lease, or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby, and every provision of this lease shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Lease is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

c. **Governing Law.** This Lease shall be governed in all respects by, and construed in accordance, with the laws of the State of Indiana.

14 Parties Bound.

a. **Binding Effect.** The covenants and conditions contained in the Lease shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

b. **Exception.** The obligations of Landlord under this Lease shall not be binding upon Landlord named herein with respect to any period subsequent to the transfer of his interest in the Premises as owner or Tenant thereof, and in event of such transfer said obligations shall thereafter be binding upon each transferee of the interest of Landlord.

15 Miscellaneous.

a. **Entire Agreement.** This Lease, along with the Community Rules and Regulations, contains all of the understandings relating to the leasing of the Premises and the Landlord's obligations in connection therewith and neither the Landlord nor any agent or representative of the Landlord has made or is making, and the Tenant in executing and delivering this Lease is not relying upon, any warranties, representations, promises or statements whatsoever, except to the extent expressly set forth in this Lease. All understandings and agreements, if any, heretofore had between the parties are merged in this Lease, which alone fully and completely expresses the agreement of the parties. This Lease may be modified in writing and must be signed by both Landlord and Tenant.

16 No Waiver.

The failure of either party to insist in any instance upon the strict keeping, observance or performance of any provision of this Lease or to exercise any election in this Lease shall not be construed as a waiver or relinquishment for the future of such provision, but the same shall continue and remain in full force and effect. No waiver or modification by either party of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by the party to be charged. The receipt and retention by the Landlord of Rent with knowledge of the breach of any provision of this Lease shall not be deemed a waiver of such breach. No failure by Landlord to enforce any provision of this Agreement after default or breach by Tenant shall be deemed a waiver of Landlord's right subsequently to enforce any and all provisions of this Agreement upon any other or further default or breach on the part of Tenant. All remedies contained herein are cumulative and agreed to by the parties without impairing any rights or remedies of Landlord, whether said rights or remedies are herein referred to or not. The obligation of Tenant to pay rent shall not be deemed to be waived, released or terminated by the service of a notice to vacate, notice to terminate, notice of breach, demand for possession, or institution of any legal action against Tenant. The acceptance of any rentals or other sums due shall not be construed as a waiver of any default or breach by Tenant, nor shall such acceptance reinstate, continue or extend the term of this Agreement or affect any notice, demand or suit in connection with such Agreement. No payment by Tenant or receipt by Landlord of an amount less than the total rental and charges due shall be deemed

to be other than on account of the rent and charges due, nor shall any endorsement on any check nor any letter accompanying such partial payment be deemed an accord and satisfaction, and Landlord may accept such partial payment without prejudice to Landlord's rights to collect the balance of rent and charges due.

16.1 Cumulative Rights. Landlord's and Tenant's rights under this Lease are cumulative and shall not be construed as exclusive of each other unless otherwise required by law.

16.2 Notice. Any notice required or otherwise given pursuant to this Lease shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, if to Tenant, at the Premises and if to Landlord, at the address for payment of Rent. Either party may change such addresses from time to time by providing notice as set forth above.

16.3 Headings. The headings of the sections of this Lease are for convenience only and are not to be considered in construing said sections

16.4 Holdover. If the Tenant holds-over in the Premises after the expiration or termination of this Lease without the consent of the Landlord, the Tenant shall pay as hold-over rental the same monthly rental rate unless Landlord has provided notice of an increased rental rate; provided, however, that nothing in the foregoing provisions of this Section 15.6 shall be construed to limit or preclude any other rights or remedies available to the Landlord at law or in equity by reason of such holding-over by the Tenant, including, without limitation, the recovery by the Landlord against the Tenant of any sums or damages to which, in addition to the damages specified above, the Landlord may lawfully be entitled. A month-to-month tenancy shall be created by the payment of this hold-over rental, subject to the same terms and conditions of this Lease, and shall be terminable on thirty (30) days notice by either party, or on longer notice if required by law.

16.5 Indemnification. To the extent permitted by law, Tenant will indemnify and hold Landlord and Landlord's property, including the Premises, free and harmless from any and all liability for loss, claims, injury to or death of any person, including Tenant, or for damage to property arising from Tenant's use and occupation of the Premises, or from the acts or omissions of any person or persons, including Tenant, in or about the Premises with Tenant's express or implied consent, except Landlord's act or negligence

16.6 Transfer of Landlord's Interest: In the event that Landlord sells, assigns or otherwise transfers its interest in the Premises, this Agreement shall be binding on the purchaser, assignee or transferee. Landlord shall be automatically relieved of any obligations or liability hereunder as of the date of such sale, assignment, or transfer, provided that the obligations and liability hereunder are assumed in writing by said purchaser, assignee or transferee.

16.7 Eminent Domain: In the event that any governmental body or agency, or any entity which has the right of eminent domain,

16.8 Agreement to Arbitrate: Any claim to terminate a tenancy for the following reasons shall be resolved by both parties in the applicable County or District Court: (1) Failure of the Tenant to comply with the Community Rules and Regulations as referenced in paragraph 4 of this lease; (2) Failure of the Tenant to pay rent as referenced in paragraph 2 of this lease. Any and all other disputes between Tenant and Landlord shall be resolved by binding arbitration if requested by either party. This includes claims and disputes relating to any other Account or agreement you have or had with us. THIS MEANS IF EITHER YOU OR WE CHOOSE ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL. ALSO DISCOVERY AND APPEAL RIGHTS ARE LIMITED IN ARBITRATION. CLASS ACTION WAIVER. ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER YOU NOR WE MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER TENANTS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. Only a court, and not an arbitrator, shall determine the validity and effect of the Class Action Waiver. Even if all parties have opted to litigate a claim in court, you or we may elect arbitration with respect to any claim made by a new party or any new claims later asserted in that lawsuit. **Your Right to Go To Small Claims Court.** We will not choose to arbitrate any claim you bring in small claims court. However, if such a claim is transferred, removed or appealed to a different court, we may then choose to arbitrate. **Governing Law and Rules.** This arbitration agreement is governed by the Federal Arbitration Act (FAA). Arbitration must proceed only with the American Arbitration Association (AAA) or JAMS.

The rules for the arbitration will be those in this arbitration agreement and the procedures of the chosen arbitration organization, but the rules in this arbitration agreement will be followed if there is disagreement.

16.9 Important Notice Required by Illinois Law: The rules set forth below govern the terms of your lease of occupancy arrangement with this mobile home park. The law requires all of these rules and regulations to be fair and reasonable, and if not, such rules and regulations cannot be enforced against you. You may continue to reside in the park as long as you pay your rent and abide by the rules and regulations of the park. You may only be evicted for non-payment of rent, violation of laws, or for violation of the rules and regulations of the park and the terms of the lease. If this park requires you to deal exclusively with a certain fuel dealer or other merchant for goods or service in connection with the use or occupancy of your mobile home or on your mobile home lot, the price you pay for such goods or services may not be more than the prevailing price in this locality for similar goods and services. You may not be evicted for reporting any violations of law or health and building codes to boards of health, building commissioners, the department of the Attorney General or any other appropriate government agency."

16.91 Miscellaneous: This Agreement shall be governed by the laws of the State. Tenant acknowledges having read and understood all of the terms and provisions of this Agreement and agrees to be bound thereby. All references to "Tenant" herein shall include and mean all occupants of the manufactured home as set forth in the Application. The term "Landlord" shall include and refer to the Community Manager or other designated representative of Landlord. Time is of the essence of this Agreement. The provisions of this Agreement shall be severable; if any provision is held invalid or unenforceable by any court of law for any reason whatsoever, the remaining provisions shall not be affected and shall be in full force and effect.

16.92 Legal Fees. In the event of any legal action by the parties arising out of this Lease, the losing party shall pay the prevailing party's reasonable attorney's fees and costs in addition, to all other awarded relief.

16.93 Keys. Tenant will be given 2 key(s) to the Premises, entrance doors and 1 mailbox key(s). Tenant shall be charged \$50.00 if all keys are not returned to Landlord following termination of the Lease.**15.15Other Provisions:** Management is responsible for providing water and sewer and gas (if applicable) and electric up to the point of connection of the mobile home. The resident is responsible for all maintenance from that point of connection to the mobile home. In addition, resident is required to heat tape and insulate all exposed water lines, meter pits, and meters. Should there be a break due to the heat tape not functioning then the resident is responsible for the cost of replacement.

16.94 Water Meters: Management reserves the right to install water meters at each home. Once they are installed, Management will begin reading the water meters for each home and residents will be responsible for water & sewer charges in addition to lot rent.

ADDITIONAL TERMS AND CONDITIONS. [check all that apply]:

DISPLAY OF SIGNS. Landlord or Landlord's agent may display "For Sale," "For Rent," "Vacancy" or similar signs on or about the Premises and enter to show the Premises to prospective tenants during the last sixty (60) days of this Lease. Tenant agrees that no signs shall be placed on the Premises without the prior written consent of Landlord.

NOISE. Tenant shall not cause or allow any unreasonably loud noise or activity in the **Premises** that might disturb the rights, comforts and conveniences of other persons.

PARKING. Tenant shall be entitled to use the lot driveway/parking area as parking space(s) for the parking of motor vehicle(s). The parking space will be used exclusively for the parking of passenger vehicles and is not to be used for washing, painting or servicing of vehicles. Tenant's vehicle will occupy the parking space entirely at the risk of Tenant. If Tenant shall dispose of his vehicle or not require parking accommodation for any other reason, Tenant shall not assign or sublet the parking space unless expressly granted prior permission by Landlord.

LIQUID-FILLED FURNITURE. Tenant shall not use or have any liquid-filled furniture, including but not limited to waterbeds, on the Premises without Landlord's prior written consent.

MANAGER. The name and telephone number of the manager is: **Orlena and Mike Hubbard, (803) 995-0109**

ADDITIONAL PROVISIONS. N/A _____

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

LANDLORD:

TENANT:

TENANT:

Lot # _____

Park: Castaways Estates

Please see the park rules and regulations and
which follow on the next pages

**Riley Management, LLC d/b/a
Castaways Estates--Park Rules
“Rules” and Regulations**

SECTION "A" GENERAL

THE COMPANY NAME - The company name and/or its symbol shall not be reproduced for any purpose whatsoever without the expressed written consent of the Community Manager.

TO ENSURE PLEASANT AND ENJOYABLE SURROUNDINGS- Homes shall be maintained in a clean and attractive condition by the resident and shall comply with all applicable laws, ordinances, and regulations of the state, county, city, or township, and community. To maintain a safe and pleasant environment please pay close attention to these rules:

1. All mowing and weeding need to be done weekly. If you do not have the equipment or are unable to do so, then you need to hire it to be done. This includes flower beds; they need to be neat and clean.
2. All light poles must have a white light. They must be black and have a house number on the poles for 911 calls.
3. All pets must be on a leash.
4. We have installed new sidewalks. These are for walking; no parking allowed on sidewalks.
5. Rent is due on the 1st of each month. It is late when postmarked after the 5th of each month. Rent postmarked after the 5th of each month has a late fee of one hundred dollars (\$100).
6. The speed limit is 10 mph, this applies to residents and guests. Excessive traffic is prohibited.

GUESTS AND RESIDENTS- Guests who stay two nights per week without permission of management are considered residents. Guests may not become residents without approval from Castaways. All residents must sign a lease. Persons who are residing without signing a lease may be subject to a charge or trespassing. A written exception may be made by management on a case by case basis. Residents who have more than five vehicles per day visiting their home may be subject to an eviction after a warning.

PETS- There is an additional ten-dollar (\$10) per month pet rent per pet. **ALL PETS MUST BE APPROVED BY MANAGEMENT WITH PRIOR WRITTEN CONSENT.** Dogs must be less than twenty-five (25) pounds. No outside cats are allowed. All pets must have proper vaccination and licenses. Service and companion animals are exempt from fee and must have proper certification or doctors note. Pet owners are responsible for waste removal, supervision, sound control, and any damages caused by their pets.

NOISE CONTROL - It is always the purpose and intent of Castaways Management to guarantee freedom from disturbing noises of any kind. Public intoxication, loud talking or parties discharging firearms, bows and arrows, air rifles, or any other type of weapon that might endanger the health and wellbeing of any person, excessively loud television, radio, or stereos heard outside the home are all activities that are strictly prohibited within our community. All noise must cease from 10:00

PM until 8:00 AM. The use of any type or class of fireworks is prohibited in the community and the immediate outside perimeter of the community.

CURFEW - All persons under the age of eighteen (18) shall be on their homesite after 10:00 PM and not in the street, common areas, or other recreational areas. Curfew is a seasonal time that may change with the seasons. Community Management is responsible for setting the time for curfew. Children under 18 must stay on the lot unless accompanied by an adult.

SOLICITING - No soliciting or peddling by private or commercial enterprises is permitted without the written approval of Community Manager. No liquor sales or commercial activity will be allowed.

COMPLAINTS - All complaints, which are not emergencies, must be reported to the Community Manager in writing. Each resident that is living in the community must be registered with the community office and

approved to live in the community. The registration form consists of information pertaining to the homeowner, the name and age of each person residing in the home, the manufacturer and type of model of the home, date entering the community, and date leaving. All residents and their guests must always show respect and consideration for their neighbors.

Loud parties, excessive noise, boisterous behavior, foul language, or any acts of misconduct which be considered to be a nuisance to the community, as determined by the community management, or any unlawful acts and acts which violate the crime-free lease addendum will be cause for immediate eviction. Parents are responsible for the behavior of their children and all children are subject to the Rules and Regulations listed for the community.

RIGHT OF ENTRY-The Community Manager, or authorized representatives of the same, reserves the right of entry to the land upon which a manufactured home is situated for maintenance of the utilities and protection of the manufactured home community. The Community Manager may *enter* a manufactured home without the prior written consent of the occupant in the case of an emergency or when the occupant has abandoned the home.

SHELTER FACILITIES- Shelter facilities for severe weather conditions, tornadoes, hurricanes, etc., are not available in this Community. During severe weather, residents are responsible for taking their safety precautions.

REVISIONS - Castaways reserves the right, from time to time, to revise, amend, or modify the Rules and Regulations. Residents will be notified of the rule revision thirty days before the revision or addition to the Rules and Regulations being effective.

EQUAL APPLICATION GUIDELINES - The guidelines set forth herein are designed to create and maintain a harmonious and comfortable living environment. Fair and equal application of these guidelines is the committed responsibility of the Community Manager. If you feel proper administration of these guidelines has not been maintained; the Community Manager invites you to bring these matters to our attention.

RULES VIOLATIONS - Violation of any community rule or regulation can result in resident eviction_ Indiana Code allows owners of manufactured home communities the right to eject persons:" The owner, operator or management of any manufactured home community ma reject any person from the premise for nonpayment of charges or fees for accommodate

for violation of any regulation of the State Board relating to manufactured home communities or for violation of any rule of any community which is publicly posted within the community" (**INDIANA CODE**16-41-27-30).

SALE OF ANY MOBILEHOME OR MANUFACTURED HOME -The sale of a home to a new owner *must* be approved. Before your home can be sold, the owner must check with management to comply with all community rules and regulations. All manufactured homes will be inspected by management before a transfer can take place when selling your home. All taxes will have to be aid and a completed Title must be available before a home can be sold. No open titles will be allowed in the sale of any home in the community. Proof of taxes being paid must be shown and a transfer of Title into the new owner's name must take place before a person can sell their home. A proper move permit is also required to remove a home signifying that all property taxes have been paid on the home for the current tax period, and if applicable, all rent must be paid before a home can be moved.

SECTION "B" HOME SET-UP/HOMESITE

HOMESSET-UP- Set-up of manufactured homes must be done by a reputable, licensed dealer, Service Company, Transport company, or other individuals approved by the Community manager to ensure a high quality of workmanship. Set-up must be inspected and approved by the Community Manager. Wheels and tires must be removed; however, axles, hubs, and springs must always be left on the manufactured homes. Homeowners must retain ownership of their homes' tires and axles. Tires and axles must be stored underneath each home or in an appropriate storage building. The home shall be set at a height prescribed by the Community Manager, local or state codes, and tied down or anchored with a device that meets local, state or federal requirements. Hitches and tongues must be removed before occupancy and stored under the home. Clothes dryers must be vented through the outside of the home and/or skirting. Neither the Community Manager nor their employees are licensed, set-up contractors, and assume no responsibility or liability for improper set-up.

SKIRTING - The skirting of the home must match the color of the home. All homes must be skirted within sixteen (16) days of occupancy with materials approved by the Community Manager. not allowed. No flammable materials shall be allowed for skirting or bracing. Skirting shall always be kept in good repair and appearance. Skirting with multiple holes must be replaced to keep the appearance of the home in good condition

ELECTRICAL SUPPLY - The electrical supply must be a four-wire supply system to meet with all local, state, county, or federal codes.

UTILITY SHEDS - Approved wooden utility storage sheds should be installed within sixty (60) days of occupancy. Only one utility shed will be permitted on each homesite, with location to be approved in writing by Community Manager. The maximum utility shed storage size is 8'x8' And may not be higher than the roof of the home. Any new installations require submission of a building permit and written approval of Community Manager. The Community Manager, in his or her sole discretion, shall determine what style of mini-barn or shed shall be allowed. All applicable local building codes must be met. Any necessary permits are the responsibility of the homeowner. All utility sheds shall be the manufactured, kit-form type and must be anchored to the base. They shall always be kept in good repair and a neat and orderly condition. Additional concrete, asphalt, or wood required to enlarge a shed foundation is the direct responsibility of the resident but must be included on the Building Permit and approved in writing by the Community Manager.

AWNINGS - All types of awnings, such as door, window, or carport, must be fabricated of aluminum, specifically designed for awning applications and installed safely and decoratively. All awning installations must be submitted to the Community Manager on a Building Permit and approved in writing by the Community Manager before purchase and/or installation.

FIREPLACES - Wood or gas-burning fireplaces must be installed by a qualified, licensed person, who is approved in writing by the Community Manager. The fireplace must be following all applicable state and local regulations. Any permits that are required are the direct responsibility of the Resident. Chimneystacks must

beinstalled through the manufactured home roof, using adequate heat barrier insulation and stack screening to prevent a fire hazard in the community. Chimneystacks cannot be constructed through the sidewall of the manufactured home. Residents with fireplaces must store their firewood in a neat and orderly manner to deter fire and rodents. Wood must be stored on a neatly built rack, a minimum of twelve (12) inches above the ground. There is a maximum of a one- half cord of wood permitted to be stored on site. A new fireplace installation requires a Building Permit to be submitted to the Community Manager for written approval.

HOME ADDRESS - Each resident is required by Indiana State Law to display their address (site number) on the front of the home facing the street in numbers that are a minimum of three inches (3") high. Address numbers shall be a contrasting color to the home and must be legible from the street at all hours. Owners or management reserve the right to approve or reject the numbers chosen by the residents.

STEPS - New step construction requires .1 Building Permit be submitted to the Community Manager for written approval before installation or construction. Steps must be either concrete or vented Fiberglass, or treated lumber built to a design approved by the Community Manager, with a handrail. The hollow opening on the backside of cement or fiberglass steps cannot be used for storage. The open side must face the manufactured home, or, if visible, must be closed off with material consistent to the decor of the steps or the manufactured home. All manufactured homes must have two (2) sets of steps or decks, approved by Owners or Management. The placement, maintenance, and repair of the steps to the home are the sole responsibility of the homeowner.

DECK - New construction or installation of a deck requires a Building Permit be submitted to the Community Manager for written approval before work beginning. All decks must be constructed of pressure-treated lumber. Steps require at least one handrail. The minimum size for a deck is 6' x 8'. Skirting around the deck is required and must be the same type as that on the attached home. Decks must be built in a timely manner. A partially completed deck may, after a warning, subject a resident to an action for eviction.

AIR CONDITIONERS - The installation and operation of central air conditioning units must be approved by the Community Manager before installation. Central air conditioners must be set up on a solid cement slab or Fiberglass foundation platform designed specifically for this type of installation. Central air conditioning units must be located on the front door side of the manufactured home and must be installed according to city-township building codes. Window air conditioners must be braced to the home with metal angle braces or chain braces. No wooden bracing or bracing to the ground or cement work will be permitted. Central air conditioners may require local permits. CAUTION: All central air conditioners and many types of window air conditioners will require additional electrical service. Be careful not to overload your electrical circuits. A licensed electrician must perform all electrical work. Winter air conditioner covers must be neat in appearance.

HOMESITE - There will be no outside storage of any kind permitted on the homesite. All covered garbage containers, tools, lawnmowers, toys, etc., must be kept in a utility shed. Each resident shall keep their homesite neat and free of litter. **State Law prohibits the storage of old furniture, lumber, refuse, salvaged materials, automotive parts, and other materials in or around your spaces.** Winter protective devices used to prevent heat loss (such as plastic over windows, door, etc.) cannot be installed on the exterior of the home. Each resident shall be responsible for the exterior of the home. Each resident shall be responsible for mowing, trimming, fertilizing, weed control, leaf collection, limb removal, and general maintenance of the homesite and shrubs. Any neglected homesites, including, but not limited to those needing cutting of grass; a collection of litter; removal of dead trees, shrubs, or weed control; will be maintained by community maintenance personnel at a minimum charge of Forty dollars (\$40). If you do not take proper care of your lawn, Management can charge forty dollars (\$40) per time of mowing and can take over. Storage under the home or /on the open homesite of boxes, bottles, cans, trash, garbage, equipment, or objects that constitute a fire or

health hazard, or unsightly appearance is not permitted. All tents are prohibited on site. There will be no trash or leaf burning in the community. Each resident is cautioned against driving rods, stakes, pipes, etc. into the ground or digging in an area without first checking with the office. Many types of underground installations might be endangered by indiscriminate action. Any type of damage caused by the resident will be charged to that resident. Any changes in home size, space arrangement, home additions, or attachments to the exterior of the home must first be approved by the Community Manager in writing to ensure compliance with community requirements and/or existing local and state building codes. Any necessary permits are the responsibility of the resident. Installation of any type of screen housing, vegetable gardens, or landscape items requires utilities, local and/or state codes, or aesthetics of the Community. No fencing will be permitted on any homesite. The exterior of your manufactured home must be washed every year. Owners and Management reserves the right to require any residents living in a home 15 years or older to update and improve the home (i.e., windows, siding, skirting, etc.) or be subject to removal of the home at any time. **Absolutely no swimming pools, basketball hoops, trampolines, firepits, or swing sets are allowed in the yard of any home.** This is at the sole discretion of the Owners or Management.

WINDOWS - Any covering for the windows must be an item specifically designed for that purpose such as drapes, curtains, blinds, etc. No other covering will be allowed, such as sheets, blankets, towels, flags, etc. Clothing lines or racks are prohibited on or around the home. Any manufactured home entering the community, or any existing home shall not have a window air conditioner unit installed unless approved by Owners or Management. Only central air systems are approved. This rule shall not apply to homes with existing units, but no replacements will be allowed. If a home with an existing unit is sold, the unit must be removed.

LANDSCAPING -All landscaping improvements shall at once become a part of the real property of the Community and belong to the Community. They shall remain with the Community and be surrendered with the homesite unless the Resident is given written permission by the Community Manager to remove any landscaping. If written permission is given, the Resident must repair any damage to the real property caused by the removal of any landscaping. Any damage not repaired will be completed by Community Manager and all costs will be deducted from any refundable portion of Resident's security deposit.

SIDEWALK, PATIOS, PARKING SPACES - These areas that are allocated to each homesite shall be swept and kept clean of dirt, debris, snow, and ice by the Resident. Salt shall not be used to melt ice as it destroys asphalt and concrete. All snow must be piled onto the lawn area, and not piled in the street.

SECTION "C" RENT / UTILITIES

RENT STRUCTURE - Monthly homesite rent may be determined by location, facilities, and additional codes. The rents are due and payable on the first day of each month at P.O. Box 1011, Riley, IN 47871. A late charge of one hundred dollars (\$100.00) will be charged for any payment made after the fifth (5th) of any month. Any rent payment made after the grace period ends, which does not include the service charge, will not be accepted without the Community Manager's approval.

All changes affecting your rent structure must be in writing and delivered or mailed to the Community Office. The resident will be charged Thirty-Five Dollars (\$35.00) for each check returned to the Community Office by any financial institution for any reason. If no rent is paid by the fifth, you will be given a ten-day notice. If it is still not paid with the \$100 late fee after the ten- day notice is given, you will be evicted.

LATE CHARGE STRUCTURE - Rent paid after the fifth (5th) of the month will be subject to the following late

charges: One Hundred dollars (\$100.00) late fee. The late charge will be added to any rent balance which is delinquent under the above schedule and it will then be turned over to our attorney for collections, which could add court costs and attorney fees.

DELINQUENT RENT –

- A. Residents who have not paid their rent by the end of the grace period on the fifth (5th) of the month will be sent a legal notice by Community Manager for non-payment of rent. Delinquent rent not paid in full by the last day indicated on the legal notice may cause legal action to be instituted by the Community Manager. If legal proceedings are begun against a Resident in the court of proper jurisdiction, then Resident may be subject to pay any non-refundable fees and/or charges, all expenses and costs reasonably related to these proceedings including, but not limited to the following:
1. Preparation and filing of Summons of Complaint
 2. Any court appearance by Community Legal Counsel
 3. Drafting and filing any additional pleading
 4. Drafting and filing Proceedings Supplementals and any fee or charge required for service and enforcement of an Order to recover possession of the premises.
- B. All delinquent payments made will first be credited to accrued late charges, then to any attorney fees or court costs owed, then to any returned check charges owed, then to any returned check charges owed, then to any other charges owed to the community, and lastly to delinquent rent.
- C. For those Residents to whom cable service is provided as a part of their Lease Agreement with Castaways, the Community Manager reserves the right to at any time and without notice to the resident, contact the providing cable company and discontinue and terminate the cable service supplied to that resident site in the event a resident is delinquent on rent. The resident will be responsible for and shall incur all charges assessed by the cable company in association with both the discontinuing of the cable service and the reinstallation of cable service. Such reinstallation will only occur upon the Community Manager's approval. The Community manager may but is not obligated to approve reinstallation only if the delinquent resident becomes current on the payment of their delinquent rent amount and all other charges including, but not limited to, those outlined in paragraph B.

Down payment- A nonrefundable down payment is required of all Residents before their home being placed on the homesite or transfer of ownership of a home already located in the Community

REFUSE AND GARBAGE PICK-UP - This service is currently furnished to each homesite by Management. All garbage must be placed in garbage bags. All garbage bags must be placed in the dumpster provided. Plastic garbage bags ONLY. Newspapers and magazines must be placed in plastic bags.

Residents are required to keep their homesites free of health and fire hazards.

Residents shall not place garbage or trash on the ground by the dumpster. **Placement of items too large to fit in a closed trash bag in the dumpster is prohibited.** Three {3} violations regarding refuse shall lead to eviction proceedings.

UTILITIES- All residents are responsible for paying their own utilities.

TELEVISION - Underground television cables may be provided to each homesite. If so, the Resident may not tamper with any part of the community television or satellite system.

ANTENNAS AND SATELLITE DISHES - No outside antennas or satellite receivers of any kind are permitted

unless the Resident has written authorization from Community Manager. The following federal guidelines became effective on March 1, 2000, regarding the installation of an antenna or satellite dish:

To maintain an attractive community, residents are strongly urged to rely on indoor broadcast antennas and cable broadcast or master centralized broadcast antennas which may be provided by management, as opposed to installing outdoor reception devices. If an outdoor reception device (satellite dish, antenna or any other device) is reasonably necessary to receive an acceptable signal of reasonable quality, it must not exceed one meter in diameter and must be installed in a manner that complies with all applicable codes, city and state laws and regulations and manufacturer's instructions.

Outdoor reception devices must be installed on resident's home or the ground of resident's homesite in a location which is not visible from the street, or if such placement sufficiently impairs the quality of reception, it must be installed on the home or homesite in the most inconspicuous location possible and must be attractively shielded from view to the greatest extent possible. No reception devices may be placed to obstruct a driver's view of any street, driveway, sidewalk, or intersection, nor may they be installed on or encroach upon any common area or restricted access property located within the community.

Outdoor reception devices and masts may only be as high as required to receive acceptable quality signals and no reception device and mast may be installed that would extend higher than 12 feet above a roofline due to safety concerns posted by winds and the risk of falling reception devices and masts. Additionally, outdoor reception devices shall not be installed nearer to a lot line than the combined height of the mast and reception device. Outdoor reception devices must be painted an appropriate color to match the surrounding environment. The resident is responsible for the maintenance of the outdoor reception device and is liable for all injuries, losses, or damages to any person or property caused by the installation, maintenance, or use of the reception device.

A policy of liability insurance covering such injury or damage must be maintained by residents and proof of such insurance must be provided to management. Upon removal of the outdoor reception device or the termination of the resident's tenancy, the resident must restore the homesite to its original condition. If the resident violates any of the above rules, management may bring an action before the FCC or any court of competent jurisdiction for declaratory relief and management may recover from a resident a fine, reasonable attorney's fees, costs, and expenses incurred in enforcing these rules. The laws applicable to the rules and regulations described above are subject to interpretation and change. Therefore, residents are advised that changes in the law, court decisions, and rulings by the FCC may affect their rights and obligations regarding the installation of reception devices in the future.

RESPONSIBILITY FOR REPAIRS - Management shall be responsible for the maintenance and repair of all water and septic lines below grade level. All other utility lines are the responsibility of the individual companies servicing the Community and Residents. The resident shall be responsible for all repairs and/or damage of water and septic lines above ground. Should any underground damage be caused indirectly or directly by the Resident (such as water line freezing due to malfunctioning heat tape; digging), the damage will be repaired by Community Manager and charged to the Resident. If septic back up is traced directly to the actions or neglect of a Resident, Community Manager shall perform the repairs at the expense of Resident. While the Owner and Management of the community will strive to assure the safety of residents and their property, they are not responsible for any losses due to downed trees, fire, theft, accidents, or any situation that could be deemed an "act of God". You the resident are hereby notified that you assume the risk in such matters. For any accident or injury on any lot, the resident of such lot shall indemnify and hold Owners and Management harmless of any claims by such person.

CHEMICAL SUBSTANCES - No chemical substances are permitted to be discharged into the septic system. This includes, but is not limited to; oil, gas, kerosene, or other such chemicals. These are prohibited by State and Local Government. The resident agrees to indemnify Castaways for any costs or expenses incurred for violations of this provision. The resident is responsible for the actions of all family members, guests, or other users of their homesites regarding the introduction of any substances into the water and/or septic systems.

SECTION "E" VEHICLES

VEHICLES - The maximum space per lot is two (2) cars/vehicles. NO PARKING ON THE GRASS OR CEMENT PATIO. Vehicles parked within the Community must have current license plates and be operable. Storing a vehicle is not allowed. The exterior of the vehicle must be in good condition with no broken glass, no flat tires, no missing body parts (hood, fender, door, etc.), and no leaking fluids from the engine. The Resident shall be responsible for the cost to repair and/or cleanup any damaged asphalt/concrete if Community Manager deems said repairs and/or cleanup are due to Resident's neglect of vehicle or oversight of responsibility. Trucks parked within the Community must be less than one-ton, must not have dual wheels, stake beds, or contain unsightly service equipment mounted or carried in the bed. Management has the right to tow any vehicle which is not permitted in the Community at the owner's expense to an area outside the Community. Any vehicle with a missing or defective muffler is not allowed.

VEHICLE WASHING - Residents may wash their vehicles only in their driveways if there is no watering ban in effect. Biodegradable soap must be used.

VEHICLE REPAIRING - Resident may make minor vehicle repairs (such as changing spark plugs, points, fan belts, tires, batteries, etc.) to their vehicle in the driveway. Major repairs (such as oil changes, replacing mufflers, brakes, transmissions, engines, body refinishing, etc.) are never permitted. Vehicles may not be put up on ramps or blocks for any reason. Residents are required to clean up oil deposits caused by their vehicles or vehicles driven by their guests

TRAFFIC REGULATIONS- The posted speed limit of 10 MPH shall be obeyed by all Residents and their guests. Violators shall be issued violations notices that may lead to eviction proceedings being filed after the third (3rd) notice. Guest vehicles must be parked in the Resident's driveway, in common parking areas, or driveways at vacant sites. No vehicles are parked on the street. Excessive Traffic is Prohibited. Excessive traffic of more than five visitors a day may lead to the eviction of a resident after a warning.

MOTORCYCLES- Licensed motorcycles may be ridden for ingress and egress only. Motorcycles must have quiet mufflers and be operated by the Resident only. All motorcycles must be parked or stored inside a shed or in the driveway. No motorcycle may be started between homes; it must be pushed to the street. Operation of mini-bikes, mopeds, dirt bikes, snowmobiles, 4- wheelers, side by sides or any other type of unlicensed vehicles is prohibited in the Community.

RECREATION EQUIPMENT - Boats, trailers, motor homes, unmounted truck campers, and snowmobiles may not be stored on a homesite or in a community parking area. If there is an RV Storage Area in the Community, Residents may gain access through a written agreement with the Community Manager. If the Community provides no such storage, it is the Resident's responsibility to locate and utilize off-site storage for recreation equipment. Van-sized mini motor homes may be permitted to be parked at a homesite when used as a second vehicle and when written approval is given by Community Manager. Neither Management, nor its sole owners, assumes any responsibility for fire, theft, vandalism, or damage of any nature to items stored in the RV Storage Area. All Residents using this area will be responsible for carrying adequate insurance coverage on their equipment.

PARKING - Off-street paved parking is provided for two (2) cars for each homesite. No parking is permitted on sidewalks, streets, patios, or lawns. Emergency vehicles need an unrestricted right-of-way. Vehicles illegally parked will be towed out of the Community at the owner's expense. Vehicles parked in the Community parking areas and left unattended for an extended period will be towed out of the Community at the owner's expense. Additional parking of like kind (asphalt or concrete) may be installed at the sole expense of the Resident with the written approval of Community Manager. Parking of any vehicle is prohibited within ten (10) feet of any fire hydrant located in the Community.

READ THIS AGREEMENT IN ITS ENTIRETY BEFORE SIGNING

Executed by all concerned parties this _____ day of _____, 202

Resident: (I/We signify by our signature(s) that I/We have received a copy of and read this agreement, and hereby agree to all that is contained herein)

Signature

Signature

Management

Please find below the Resident Information Sheet

RESIDENT INFORMATION SHEET

Park: _____

Make all Rent Payments by Check or Money Order (NO Cash Payments will be Accepted!)

Number of Adults: _____

_____ Date:

Adult Resident Names: _____

Property Address: _____

Mailing Address: _____

Home Phone: _____ Work Phone: _____

Cell Phone: _____

Make of Home: _____

VIN #: _____

Width of Home: _____ Length of Home: _____

Number of Children (Living on Premises) _____

Ages of Children: _____

Insurance Company _____

(Provide copy to manager) _____

Emergency Contact Person and Phone #: _____

If you have a loan on your home:

Name & Phone # of Bank or Finance Company

If applicable, please find the pet addendum in the following pages

Pet Addendum to Riley Management, LLC Rental Agreement Pet Security Deposit is \$200

This pet addendum is an amendment to the lease dated _____

between _____ (Resident) and Riley Management, LLC, (Landlord)

covering the promises known as _____ S. Sandstone Drive, Lot # _____, Terre Haute, IN 47802

1. Resident has read, understands, and agrees to abide by all applicable house policies pertaining to pets.
2. Resident has completed a Pet Application Form and has been granted permission by the (board of directors, managing agent, resident manager, etc.) to keep the pet(s) specified under the following terms and conditions:
 - a. That the pet will be allowed out of the pet owner's unit or yard only under the complete control of a responsible human companion and on a hand-held leash or in a pet carrier.
 - b. That any damage to the exterior or interior of the premises, grounds, flooring, walls, trim, finish, tiles, carpeting, window treatments or any stains, etc., caused by the pet will be the full financial responsibility of the resident and that resident agrees to pay all costs involved in the restoration to its original condition. If because of any such stains, etc., damage is such that it cannot be removed, then resident hereby agrees to pay the full expense of replacement.
 - c. That the resident will provide adequate and regular veterinary care, as well as ample food and water, and will not leave pet unattended for any undue length of time. Resident will diligently maintain cleanliness of litter boxes as well as pet sleeping and feeding areas. Resident will prevent pets from engaging in behaviors or creating excessive noise at a level that disturbs neighbors, including, but not limited to, barking, jumping, and running.
 - d. That, if there is reasonable cause to believe an emergency situation exists with respect to the pet, and if efforts to contact the resident and emergency caretaker are unsuccessful, the manager or the manager's agents may contact the local animal control authority and assist its staff in entering the resident's home. Examples of an emergency situation include suspected abuse, abandonment, fire or other disaster, or any prolonged disturbance. If it becomes necessary for the pet to be boarded, any and all costs incurred will be the sole responsibility of the resident.
 - e. That the resident agrees to indemnify, hold harmless, and defend manager or manager's agents against all liability, judgments, expenses (including attorney's fees), or claims by third parties for any injury to any person or damage to property of any kind whatsoever caused by the resident's pet(s).

f. That if a dispute arises out of this contract that cannot be settled through negotiation, the manager and resident agree first to try in good faith to settle the dispute by mediation administered either by a local mediator or by the American Arbitration Association under its commercial mediation rules. If the parties cannot agree on which agency shall administer the mediation, the rental manager's choice shall govern.

PRINT RESIDENT'S NAME

RESIDENT'S SIGNATURE

DATE

PRINT MANAGER'S OR PROPERTY OWNER'S NAME

MANAGER'S OR PROPERTY OWNER'S SIGNATURE

DATE

Adapted with permission from materials originally produced by the Hawaiian Humane Society. Information from The Humane Society of the United States: www.humanesociety.org