

RULES AND REGULATIONS OF
LAKEVIEW TERRACE MOBILE HOME PARK, INC.

All persons renting spaces for mobile homes (herein called "Lessee") in the park owned and operated by Lakeview Terrace Mobile Home Park, Inc. (herein called "Lessor") shall agree and be subject to the following restrictions, terms and conditions:

1. Lessor will provide and rent to Lessee a space in the Park on which Lessee will be entitled to place and occupy one mobile home. In connection with each rented space Lessor will furnish a 12 foot by 60 foot cement pad, a 10 foot by 30 foot patio, water and sewage. Any and all other utilities, services and items required or desired by Lessee shall be paid for by Lessee.
2. Lessee shall not at any time maintain or occupy a mobile home in the Park as Lessee's principal or permanent residence. The period of rental during which Lessee will be entitled to use and occupy a mobile home in the Park will be from April through October of each year. During the remaining period of each year Lessee shall not be entitled to occupy the mobile home but Lessee shall be entitled to leave the mobile home in the Park for storage and to enter the same for purposes of maintenance and repair.
3. The rental as prescribed by Lessor shall be due as follows: Not less than one-half (1/2) thereof on or before March 15 and the balance on or before June 15.
4. No mobile home more than 20 years old shall remain in the Park (except double wides with 25-30 years). Any mobile home in poor condition will be replaced.
5. Lessee shall not lease, sublet or otherwise rent his mobile home to any other person or persons.
6. The exterior of Lessee's mobile home and the space on which it is located in the Park shall be kept neat and attractive in appearance by Lessee at all times. Lessee must keep the lawn well mowed, and if Lessee fails or is unable to do so at any time, then Lessor will mow the lawn and charge Lessee therefor.
7. No landscaping shall be done by Lessee nor shall any storage or utility buildings be located in the Park by Lessee, excepting only as approved by Lessor. All storage buildings shall be anchored or tied down. No fences shall be erected by Lessee. Only one shed per lot. Sheds shall not exceed 10 foot by 12 foot by 10 foot high.
8. The accumulation of garbage and trash by Lessee shall be placed and confined to areas designated by Lessor.
9. Lessee shall keep any of his household pets within the confines of his rented space in the Park. Two complaints of Lessee's pets causing a nuisance or going beyond the confines of Lessee's lot will require the removal of the pet from the Park and three of such complaints will constitute cause for immediate termination of all Lessee's rental privileges and eviction of Lessee without further notice.
10. No guns of any type (including BB and pellet guns) will be possessed or used by Lessee within the Park, excepting only for purposes of protection within Lessee's mobile home.
11. Lessee shall be liable for his damage of any trees or other property in the Park.
12. No more than a total of 3 water vehicles, including a limit of 2 speedboats, shall be permitted for each rental space in the Park.
13. All motor vehicles in the Park shall not exceed the posted speed limit of 10 miles per hour. Motor vehicles shall be parked only in parking spaces.
14. All members of Lessee's family and all his guests, while on the Park premises, shall comply with all of the restrictions and regulations of Lessor as herein set forth, and Lessee shall accept full responsibility for such compliance by his family and guests.
15. All correspondence or notices to Lessor shall be directed to the following address: Lakeview Terrace Mobile Home Park, Inc., c/o Lewis Neibert, 5306 E. Ridgeview Dr., Leesburg, Indiana 46538.
16. Idle speed ONLY in channels.
17. Any new mobile homes purchased and brought into Lakeview Terrace Mobile Home Park must be purchased through Lessor. Webster Mobile Homes owned by Lessor has Patriot Homes available at competitive prices. Please inquire with Sue or Lewis Neibert if brochures or prices are needed.
18. All new mobile homes must be a minimum of 14' x 70' with vinyl siding and shingled roof.

Lewis & Sue Neibert
5306 E. Ridgeview Dr.
Leesburg, Indiana 46538
(574) 834-1164

There will be a place provided for grass clippings and leaves. Please contact Lewis Neibert for information.

LEASE AGREEMENT

THIS LEASE AGREEMENT, made this _____ day of _____, 20_____, by and between LAKEVIEW TERRACE MOBILE HOME PARK, INC., an Indiana corporation with its principal place of business at 5306 E. Ridgeview Dr., Leesburg, Indiana 46538, hereinafter referred to as

"Lessor" and _____
(name of Lessees)

of _____
(address and telephone number of Lessees)

hereinafter jointly and severally referred to as "Lessee"

1. PROPERTY DEMISED.

Lessor does hereby demise and lease to Lessee and Lessee agrees to and does hereby lease from Lessor Lot _____ in Lakeview Terrace Mobile Home Park, Inc., 5306 E. Ridgeview Dr., Leesburg, Indiana 46538, for the term and upon the conditions as hereinafter provided.

2. TERM OF LEASE.

The term of this lease shall be deemed to have commenced on the 1st day of January 20_____, and shall terminate on December 31, 20_____.

3. LEASE PAYMENTS.

Lessee hereby covenants and agrees to pay unto the Lessor at its place of business lease payments for the premises hereby demised on the dates and in the amounts following:

a) \$ _____ on March 15, 20_____.

b) \$ _____ on June 15, 20_____.

c) The sum of \$ _____ for leasehold improvements payable in the manner and on the dates indicated on an addendum attached hereto, and by this reference made a part of this lease.

In the event any payment is not promptly paid when due, Lessee covenants and agrees to pay Lessor a late charge of \$50.00 on each such delinquent payment, and all sums payable by Lessee to Lessor are payable with attorney fees and without relief from valuation and appraisal laws.

4. RENEWAL OF LEASE.

This lease shall automatically renew for successive one year terms on the same terms and conditions unless and until one party gives to the other party notice in writing of a termination of this lease on or before the 1st day of December prior to the end of such lease year. Such notice of termination may be personally delivered by one party to the other, or given by certified mail as hereinafter provided for the giving of notices.

5. COVENANTS OF LESSEE.

Lessee hereby covenants and agrees with Lessor as follows:

a) Not to commit or suffer to be committed by any of Lessee's guests any waste of or injury to trees or shrubbery on the property herein leased to Lessee or at any place in the Lakeview Terrace Mobile Home Park.

b) Lessee shall comply with all sanitary laws, ordinances, and rules and all orders of the Board of Health or other authorities affecting the cleanliness and occupancy of the demised premises.

c) Lessee agrees to at all times keep the property herein leased to Lessee in a clean and tidy condition and free from accumulated trash and debris.

d) Lessee agrees not to keep any animals on the property without the consent of Lessor, nor to keep any animals which may be an annoyance to the renters of other lots within the Lakeview Terrace Mobile Home Park, and not to permit at any time any animals to run at large.

e) Lessee shall erect no permanent structures of any kind upon the lot herein leased to Lessee without the express written consent of Lessor.

f) Lessee shall use the premises herein demised exclusively for a seasonal residence. Motor cycles are permitted only as transportation in and out of Park. Three and four wheel recreational and all-terrain vehicles are prohibited in the Park.

g) Grass clippings, leaves, and trimmings from shrubs or trees shall be placed in a receptacle provided by Lessor, and all other trash for pickup shall be bagged and placed in the dumpsters provided by Lessor.

h) Lessee shall keep all grass on the demised lot mowed as needed.

i) Lessee shall pay all utility expenses incurred by Lessee in the use of the demised property.

j) Lessee shall keep any trailer located on the lot herein demised in good order and repair and in a neat and tidy appearance.

k) Lessee shall erect and maintain a pier in the location assigned to Lessee, and the pier shall not extend in to the channel beyond 24 feet from the normal shore line. Lessee shall assume all liability and expense for the care and maintenance of such pier.

l) Lessee shall assume all responsibility for injury or liability for guests, relatives, self, and others who may have cause for liability while on or using said property.

m) Lessee shall at all times comply with the rules and regulations supplied to Lessee by Lessor regarding conduct and activities in Lakeview Terrace Mobile Home Park, Inc. Such rules and regulations may be from time to time changed or amended by Lessor.

6. COVENANTS OF LESSOR.

Lessor hereby covenants with Lessee as follows:

a) To provide trash pickup for normal household trash from April 15 to October 15 each year.

b) To provide adequate water and septic tank service to the lot herein demised to Lessee.

7. ASSIGNMENT OF LEASE.

Lessee shall not assign, transfer, or sublet the interest of Lessees under this lease without the express written consent of Lessor and any such purported assignment, transfer of possession, or sublease of the property herein leased to Lessee shall be null and void. In the event the mobile home of Lessee shall be sold and the purchaser is approved by Lessor for lease assignment or the granting of a new lease, then and in such event a \$1000.00 transfer fee shall be paid to Lessor by Lessee at the time of such approval which shall be on or before the closing of such sale.

8. SIGNS AND INSPECTION OF PREMISES.

Lessor in person or by agent shall have the right at all reasonable times to enter upon the property herein leased to Lessee and to inspect the same and to show the same to prospective tenants or purchasers and may enter upon the demised premises at all reasonable times to make such repairs and alterations as may be deemed necessary by Lessor, and Lessor shall have the right to place "For Rent" signs upon the property herein demised. Lessee shall place no signs upon the property herein demised without the express written consent of Lessor.

9. RULES AND REGULATIONS.

Lessor shall have the right to establish reasonable rules and regulations for the conduct of all persons renting property in Lakeview Terrace Mobile Home Park, and of the use of the premises by Lessee of property in Lakeview Terrace Mobile Home Park and the guests of Lessees, and Lessees shall at all times comply with said rules and regulations.

10. FORFEITURE.

Should Lessee fail to pay any payments due under the terms of this lease, including any late charges, within ten (10) days from the time such payments first became due, or in the event Lessee violates any other terms or conditions of this lease and shall fail to correct such violation within ten (10) days after written notice from Lessor to Lessee, then and in either of such events, the Lessor shall have the right at its option to reenter the premises and terminate this lease; said reentry shall not bar the right of recovery of rent or damages for breach of this lease, and Lessor shall not be required to give any notice to Lessee of payments being due or unpaid, or to make demand for any such payments due pursuant to this lease. The execution of this lease by the parties hereto shall be deemed to be due notice of any payments being due and demand for the same.

11. NOTICES.

Any notices to be given by one party to the other shall be in writing and shall be deemed effective when personally delivered by one party to the other, or when deposited in the United States Mail with postage prepaid, by certified mail with return receipt requested, at the address of such party as in this lease set forth. Either party from time to time may change the address which is to be used for notices by delivering in writing such new address or sending such new address by certified mail as in this paragraph provided.

12. VENUE AND JURISDICTION.

The parties do hereby agree that Kosciusko County, Indiana, is the county of preferred venue for all actions by either party arising out of this lease agreement, and that the Courts of said county have full jurisdiction over the persons of the parties and over the subject matter of this lease.

13. BINDING ON SUCCESSORS.

The rights and obligations created by this lease shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto as if they were in all cases named.

14. Lessee will have the first right of refusal in the event the property is sold.

IN WITNESS WHEREOF, the parties have hereunto set their hands the date and year first above written.

LAKEVIEW TERRACE MOBILE HOME PARK, INC.
(574) 834-1164

By: _____
President Lessor

Lessee