

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 3rd day of May, 2004, by and between Collegetown Mobile Estates, Ben S. Moore hereinafter referred to as "Lessor," and Linda Morgan hereinafter referred to as "Lessee."

WITNESSETH:

IN CONSIDERATION of the mutual covenants, stipulations and agreements herein contained, Lessor do hereby demise and lease and Lessee does hereby accept the premises in the County of Bradley, State of Tennessee, known and described as COLLEGETOWN MOBILE ESTATES, lot #51 to be used solely for the purpose residence in a mobile home to be occupied solely as a private dwelling, and Lessor and Lessee are mutually agreed upon the following:

1. Term - The term of this lease shall be for six (6) months commencing on the 3rd day of May 2004, provided, however, that the Lessee shall have an option to renew the lease for an additional six (6) months at the end of the six months period, subject to renegotiation of the rent in the event of a general adjustment of rent.
2. Rent - Lessee agrees to pay and Lessor agrees to accept the sum of 350⁰⁰ (\$ 350⁰⁰) per month payable in advance on the first day of every month, as rental for the demised premises.
3. Sublease or Assignment - Lessee shall not assign or sub-let the demised premises, or any part thereof without the prior written consent of the Lessor.
4. Occupants - Lessee agrees that its mobile home shall house not more than 1 persons.
5. Rules and Regulations - Lessee acknowledges it has read the rules and regulations governing the operation of the park and the conduct of the Lessees, which rules and regulations are hereby incorporated by reference in this lease the same as if they were actually typed into the lease agreement, and Lessee agrees to abide by these rules and regulations. Lessor may alter, add to or amend said rules and regulations at any time but said altered additional or amended rules and regulations shall not take effect until a written notice of the change or change has been given Lessee.
6. Termination - This lease may be terminated by Lessor or Lessee only upon thirty (30) days written notice to the other party given on the date rent is due, provided, however, that Lessor may terminate this lease without notice for any violation of the rules and regulations which Lessor, in its sole discretion, deems detrimental to the continued harmonious operation of its part, and upon such termination shall have the right to immediately evict the Lessee from the Park.
7. Insurance - Lessor shall not insure any of the Lessee's property, and further shall not be liable for any damages to Lessee or Lessee's property caused by acts of God, actions of other Lessees or otherwise.
8. Default - If default be made in the payment of rent, or if default be made by Lessee in the performance of any covenant, agreement, obligation or condition herein contained or breach of the rules and regulations incorporated herein by reference, Lessor shall have the right, at any time thereafter, at its election, without notice, and without being liable for any prosecution or claim therefor, to declare this lease terminated and to re-enter the demised premises, or any part thereof, with or without process of law, to expel, remove Lessee from the premises and from the mobile park, using such force as may be necessary, and enjoy the premises as before this demise, without prejudice to any remedies which might be available for arrearage or rent or preceding breach of covenants, and said Lessee hereby expressly waives all right to any notice or demand under any statute of this state relating to forcible detainer.
9. The Lessee has this day deposited with the Lessor the sum of \$ 350⁰⁰, as security for the full and faithful performance of this covenant, to pay for the cleaning of the vacated premises: The said sum shall be returned to Lessee upon the faithful performance of these duties.
10. No right of storage is given by this lease, and the Lessor shall not be liable for nondelivery of messages or for any loss of property by fire, theft, burglary or otherwise from the premises or building, nor any accidental damages to persons or property in, or about, the leased premises resulting from electric wiring, gas leaks, or water, rain or snow, which may come into or issue or flow from any part of said premises, or that may be caused by Lessor's employees or any other cause whatever, and the Lessees hereby covenant and agree to make no claim for any such loss or damage.
11. The Lessee shall pay the taxes on the Mobile Home Unit owned by Lessee as provided for in T.C.A. 67-5-802. Lessee understands that Lessor is given a first lien against the Mobile Home Unit owned by Lessee for any taxes paid by Lessor to the taxing authorities for the Mobile Home Unit owned by Lessee.

* SIGNED BEFORE

REC'D ORIGINAL DAWKINS

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

COLLEGETOWN MOBILE ESTATES

Ben S. Moore
By: [Signature]
Lessor

ATTEST

[Signature]
Lessee

Witness

Witness



RULES AND REGULATIONS -

COLLEGETOWN MOBILE ESTATES
BEN'S MOORE

GENERAL

1. Rents are due and payable in advance on the 1st day of each month. The rent day ends at 6 p.m. We will allow a 5 day grace period to assist you. There will be a \$2.00 a day charge after the 5th day unless prearranged. Thirty days notice is required for a rent refund. If the mobile home is sold in the Park, the new occupant or purchaser must be approved by the management in order to live in the park.
2. The management reserves the right to:
 - a. Refuse admittance and accommodatingly to anyone for reasonable cause;
 - b. Decline to allow any space to be occupied,
 - c. Refuse to accept further rent on any lot or rental unit.
3. Parking on the mobile home lot is permitted only on the pad provided for this purpose. Mobile homes are to be parked in a uniform manner and manager will instruct drivers and assist if necessary. No cars are to park on grass.
4. State law requires registration of all mobile home occupants. No additional persons are to reside in any mobile home unless express permission is granted by the management.
5. The management reserves the right to eject without notice any objectional person or persons who cause a disturbance or become a nuisance. The management shall be the sole judge of who is objectional and what constitutes a nuisance.
6. Mobile home may not be sold with the understanding that the buyer may retain the same lot unless first obtaining management approval.
7. No mobile home or lot shall be subleased.
8. The management is not responsible for damage, injury, or loss by accident, theft or fire to either the property or person of any tenant or guest. You enter and live in the Park at your own risk.
9. All mobile homes are required to be skirted with commercial skirting and professionally installed.
10. Canvas awnings are not permitted. Aluminum awnings are desirable. Tarpaulins or other additions of any kind are not permitted.

11. Boats and extra trailers must be parked in areas designated by the management and extra charges are made for parking such vehicles. Consult the office.
12. One small metal storage building is permitted per lot with manager's approval. These buildings must be commercially produced and professionally installed.
13. If a mobile home is sold in the Park, Collegetown receives a \$100.00 fee, and if a mobile home is sold and the new owner remains on the existing lot a transfer fee for the lot will be an additional \$100.00
14. Guests remaining longer than seven (7) days are not allowed.
15. Ball playing is prohibited except in recreation areas.
16. Children are not permitted on playgrounds, roads or on bicycles after dark unless accompanied by parents.

PETS

17. Only one small pet allowed and management approval must be obtained first. The pet must be kept in mobile home or on leash. No pets are permitted in rental units.

LANDSCAPING

18. Lawns must be mowed and clean; otherwise, same will be done management and charged to tenant. Tenants on vacation may make arrangements with the management to have their yards taken care of during their absence. The minimum charge is \$5.00 per week. Rental unit yards will not be maintained by the park.
19. No shrubs, trees, or other type of landscaping can be planted without approval by the management. Landscaping will become the property of the Park. No landscaping planted by a tenant can be removed unless approved by the management.
20. No fence can be erected without the permission of the management. Fences will be approved only when they fit the landscaping plan of the Park and provided the tenant agrees to keep them painted, grass clipped around them, and to construct them of approved materials.

LIVING TOGETHER IN THE PARK

21. All group activities must be approved by the management.
22. The speed limit in the park is 15 miles per hour, and must be carried out by everyone.
- ~~23. No motorized bikes or cycles are permitted in the Park~~

without the permission of the management.

24. Working on cars is prohibited. Spray painting of mobile homes will not be permitted in the Park. All cars must be parked only on asphalt pads and not on grass.
25. No peddling, soliciting or commercial selling will be permitted in the Park. "For Sale" signs must be approved by the manager before they will be permitted to be displayed on any mobile home in the Park.
26. Disturbing noise is not permitted at any time and quiet is required between 10:00 p.m. and 8:00 a.m.
27. Drunkenness, the use of profane, loud or boisterous talk or laughter, or immoral conduct will not be tolerated.
28. Air rifles, B.B. guns, or Bow and Arrow may not be used in this Park and no fire arms may be discharged in the Park.
29. Only umbrella type clothes line allowed and these must be behind the mobile home. Hangout of laundry is not permitted on Saturday or Sunday.
30. Any alterations to the mobile home space must be approved by management and shall be at tenant's expense.
31. Vacationing tenants who leave heat on should ask a neighbor to check it. Leave your phone number and forwarding address in the office in case of emergency.
32. All complaints from tenants should be in writing and signed.

UTILITIES AND HOOK-UPS

Sewer: Sewage connections shall be odor and leak proof and installed to eliminate sagging. All sewer pipe shall be 3 inch semi-rigid plastic, minimum 3/32 inch thick, and good quality. Fittings must be of same material but 1/4" thick. Metal or flexible drain pipe will not be acceptable.

Water Copper tubing only, equipped with electric heater tape. Water may not be left running.

Electric- Furnished by the Electric Power Board of Cleveland.
ity: 110-220 service is available at all spaces. In case of trouble with meters or electrical equipment you must notify the management. All mobile homes must be effectively grounded.

Telephone: Private phones must be ordered directly from Bell South. Underground cable has been installed at all spaces. Do not give your friends the office phone number since it is for business and emergency use

only. Telephones must be removed from mobile homes before the mobile home leaves the Park.

Fuel

Oil:

Fuel oil cans or drums, and propane gas will only be permitted in the Park subject to the approval of management.

Gas:

Natural gas service is available at each lot. Atlanta Natural Gas will make necessary gas connections for your home. Gas charges are in addition to rent. Please check with the manager.

T.V.

All T.V. antennas must be approved by the management.

Garbage:

Garbage and trash cans shall be kept clean and free from offensive odors. Garbage shall be separated from trash. Garbage must be wrapped. Each tenant must have 2 good quality garbage cans with tight-fitting lids. Minimum 20 gallon capacity.