

LEASE PURCHASE AGREEMENT

This Lease Agreement ("Lease") is made and executed on this ____ day of _____, 20__, by and between _____ ("LANDLORD") and _____, ("RESIDENT") and is in addition to the Resident's Home Site Lease Agreement ("Site Agreement").

Whereas, in consideration of the rent, covenants and agreements to be kept and performed by RESIDENT hereunder, leases to RESIDENT and RESIDENT leases from LANDLORD the following described property (the "Premises") subject to the terms and conditions hereinafter set forth, LANDLORD hereby leases to RESIDENT and RESIDENT leases from LANDLORD the Manufactured Home, Year _____, Size _____ Make _____ Serial # _____, together with _____ (Washer/Dryer, Shed, Deck, etc.) (hereinafter collectively referred to as the "Home"), located at _____ (street address), Site # _____ (hereinafter the Home is collectively be referred to as the "Premises"). The LANDLORD will act as agent for any additional entity which should have proper title to the home, should one exist.

Notwithstanding anything to the contrary within the Site Agreement, the provisions of this Lease shall control with regard to any contradictory or conflicting provisions which may exist in the Site Agreement.

1. OCCUPANCY: Said Premises are to be used exclusively and solely by said RESIDENT for the placement of the Home and a residence which is to be occupied solely and exclusively as a private dwelling by the above named RESIDENT(S) and the following named persons, and occupancy of said Premises by any persons other than those specifically named below shall be considered a material default of this Lease and the option to purchase herein:

NAME(S) AND RELATIONSHIP OF OCCUPANTS:

2. TERM: This Lease shall be for a period of _____ months commencing on the ____ day of _____, 20____, and terminating at 5:00 p.m. on the ____ day of _____, 20____ or the completion of RESIDENT'S purchase of the leased Premises through option, whichever shall occur first. If RESIDENT(S) take possession of the Premises prior to the commencement date of this Lease, RESIDENT shall pay rent at the rate and in the manner required by this Lease and such possession in all other respects shall be subject to the applicable provisions of this Lease. In the event LANDLORD is unable to deliver possession of the Premises due to failure or refusal of a previous occupant to vacate, the term shall commence when LANDLORD is so able to deliver possession. LANDLORD assumes no liability for the failure or refusal of a previous occupant to vacate or for other causes beyond LANDLORD'S reasonable control.

3. BASE RENT: RESIDENT shall pay to LANDLORD \$ _____ for base rental ("Base Rent") of the Premises only, without deduction, which amount shall be paid in _____ equal installments of \$ _____, on or before the first day of each month during the term of this Lease. All rents, and any other applicable fees, shall be paid in full and for the exact amounts due by personal check (cash payments are not allowed), with the permission of LANDLORD, or by money order, to the LANDLORD at the LANDLORD Office as above written. Partial payments will be accepted at the sole discretion of the LANDLORD.

The prorated rental from the date of move-in to the first day of the following month is \$ _____.

Resident hereby agrees to timely pay the base rent charges, which shall be collectible by LANDLORD as part of the Rent due under this Lease:

If LANDLORD shall institute a summary proceedings action against RESIDENT based on a default in the payment of rent, then RESIDENT shall reimburse LANDLORD as such may be allowed by statute for the expenses incurred by LANDLORD, and that so long as the resident shall be a RESIDENT hereunder, the amount of such expenses shall be deemed to be additional rent and shall be due from the RESIDENT to the LANDLORD on the first day of the month following the incurring of such respective expenses.

RESIDENT shall also pay to LANDLORD estimated property tax and insurance charges. Insurance charges paid by RESIDENT may at LANDLORD'S discretion include a portion of LANDLORD'S liability insurance premium that LANDLORD in its sole judgment deems attributable to the leased Premises. RESIDENT will only pay property taxes and insurance attributable to the leased Premises.

Insurance proceeds shall be solely for the benefit of LANDLORD. RESIDENT WILL NOT BE INSURED IN ANY MANNER AGAINST LOSS OR OTHERWISE NOR WILL RESIDENT RECEIVE ANY BENEFIT OR PROCEEDS FROM INSURANCE DESCRIBED IN THIS SECTION.

At its discretion LANDLORD may reconcile and revise the monthly payment amounts owed by RESIDENT. RESIDENT will immediately comply with revised monthly payment totals for

estimated property taxes and insurance. RESIDENT shall pay within ninety (90) days any additional property tax or insurance charges requested by LANDLORD after being provided with a reconciliation of such charges. RESIDENT shall have no right to audit, review, or request clarification of estimated charges.

RESIDENT'S initial estimated charges as following:

Monthly Insurance: _____

Monthly Property Taxes: _____

4. SITE RENT: RESIDENT shall pay to LANDLORD \$ _____ for base rental ("Site Rent") of the site only, without deduction, which amount shall be paid in _____ equal installments of \$ _____, on or before the first day of each month during the term of this Lease. All rents, and any other applicable fees, shall be paid in full and for the exact amounts due by personal check (cash payments are not allowed), with the permission of LANDLORD, or by money order, to the LANDLORD at the LANDLORD Office as above written. Partial payments will be accepted at the sole discretion of the LANDLORD.

The prorated rental from the date of move-in to the first day of the following month is \$ _____.

5. LATE CHARGES: Late charges shall be governed by the Site Agreement or as otherwise amended by Landlord in its sole and absolute discretion (such amendments to late charges are not required to be in writing). All payments owed by RESIDENT under this Lease and not received by the expiration of the grace period, as amended periodically by Landlord in its sole and absolute discretion, are subject to late penalties.

6. OPTION TO PURCHASE: RESIDENT is hereby given an option to purchase the Home at any time up to the date of termination of this Lease for a purchase price of \$ _____ payable in cash at closing plus any tax, title and transfer fees. This option to purchase shall be exercised by RESIDENT by giving ten (10) days notice in writing to LANDLORD and payment of the option amount. Within sixty (60) days after RESIDENT has Closed on this option as herein above provided, or as soon thereafter as reasonably possible, the LANDLORD shall deliver to RESIDENT title on the Home. As part of this Lease, RESIDENT shall provide an initial Base Rent payment of \$ _____ which will immediately reduce RESIDENT'S option purchase price.

RESIDENT UNDERSTANDS AND AGREES THAT UPON EXERCISE OF THIS OPTION TO PURCHASE, IT SHALL TAKE TITLE TO THE HOME AS IS WHERE IS AND WITH ALL FAULTS.

RESIDENT AGREES AND CONSENTS TO ALLOW ITS 60 DAY HABITABILITY WARRANTY, AND ALL OTHER RIGHTS PROVIDED TO TENANT UNDER STATE LAW WHICH CONTAIN LIMITED TIME PERIODS, TO COMMENCE AT THE COMMENCEMENT OF THIS LEASE AND NOT AT THE DATE RESIDENT EXERCISES ITS OPTION.

Upon exercise of this Option to Purchase, RESIDENT'S Base Rent payments shall be allocated (i) first to interest calculated utilizing an annual percentage rate of _____ under the effective interest rate method (ii) second to reduce the option purchase price necessary for RESIDENT to purchase the Premises. RESIDENT payments will be applied first to any fees, charges or other amounts owed under the Site Agreement or this Lease and second to Base Rent as defined within this Lease. Assuming the RESIDENT makes timely payments, a schedule of payments and option purchase prices are listed in Exhibit A to this Lease. If RESIDENT is late on ANY payment due in either the Site Agreement or this Lease, Exhibit A will need to be modified to reflect updated option purchase prices. Overpayments of Base Rent will be accounted for in a manner consistent with the effective interest rate method and directly reduce the option purchase price.

7. RENEWAL OF LEASE/OPTION TO PURCHASE AND MONTH TO MONTH TENANCY: In the event RESIDENT has made timely payments (by the due date) during the initial _____ () month term of this Lease, this Lease may be renewed by TENANT for an additional _____ () month term, upon sixty (60) days notice to LANDLORD of RESIDENT'S request for such a renewal and acceptance of same by LANDLORD. Upon Tenant's written request for Renewal, Tenant shall be responsible for the Site Rent then being charged by Landlord, which shall be determined in Landlord's sole and absolute discretion. Renewal of this Lease shall extend the option to purchase for a like term, provided however, that conditions are subject to change. In the event RESIDENT does not exercise the option to purchase as set forth in the Option to Purchase clause above, on the expiration of the initial lease term or any extension thereof, then all right title and interest in the Home shall revert to LANDLORD and RESIDENT shall have no claim to the payments required to be made pursuant to this Lease. **THE LANDLORD IS NOT REQUIRED TO RENEW THIS LEASE.**

At least sixty (60) days prior to the expiration of the lease term, RESIDENT may be offered a new Lease by LANDLORD and advised of any changes including but not limited to: (i) the base rent and (ii) the annual percentage rate used in calculating the tenants purchase options prices. RESIDENT is not obligated to enter into a new Lease. If the Lease is not renewed but RESIDENT continues in possession, the tenancy shall be from month to month. As a month to month RESIDENT, rent shall pay such amount as LANDLORD may lawfully establish and RESIDENT shall be subject to all provisions of this Lease, which may be applicable and consistent with a month to month RESIDENT.

8. CONTINUED LIABILITY FOR SITE RENT: After the complete and successful purchase of the Home by RESIDENT pursuant to the option to purchase set forth above, RESIDENT'S liability for payment of site rent will continue as defined by the terms of the Site Agreement.

9. NO REMOVAL PRIOR TO PURCHASE: RESIDENT agrees that prior to complete satisfaction of its option to purchase in accordance with this Lease and for a period of 3 years after exercise of RESIDENT'S option to purchase, RESIDENT will not remove the Premises from the community except if asked to do so by Landlord.

10. USE OF PREMISES: RESIDENT shall use and occupy the Premises in a clean and wholesome manner and in compliance with all applicable governmental requirements, including all public health and police regulations, relating to such occupancy, to the full extent permitted by law. An application for Lease (“Application”) must be approved by LANDLORD before RESIDENT shall have the right to use or occupy the Premises.

Only those persons listed in said Application shall be permitted to occupy the Premises and should any other persons occupy said Premises it shall be considered a material default of the Lease, unless approved by management in writing prior to person or person’s occupancy.

RESIDENT shall not use or operate any equipment or machinery that is harmful to the Premises or which is disturbing to other RESIDENTS of the LANDLORD. RESIDENT shall not employ any person or persons in or about the Premises whose employment may, by law, constitute or create a liability on the part of the LANDLORD. RESIDENTS, their guests, agents, invitees or other occupants are prohibited from generating, manufacturing, storing, treating, discharging, releasing, burying or disposing on, under or about the leased Premises, or any area in the community, and from transportation to or from the leased site or other area of the LANDLORD, any hazardous substance.

11. INSPECTION BY RESIDENT: RESIDENT warrants and covenants that a full and complete inspection of the Premises and all of its facilities have been made and that all of such were found to be in good, safe and habitable condition.

12. CONDITION OF PREMISES: RESIDENT agrees that no representation as to condition or repair of the Premises, or promise to alter, repair or improve the Premises has been made except as contained in this Lease. RESIDENT shall keep the Premises, during the term of this Lease, in good repair, and at the expiration thereof, yield and deliver up the same in like condition as when taken.

13. IMPROVEMENTS & ALTERATIONS: RESIDENT shall make no alterations to the Premises without LANDLORD'S prior written consent. All improvements and/or alterations must be performed in accordance with the LANDLORD Rules. 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.

14. RESERVED RIGHT TO ENTER AND INSPECT SITE: LANDLORD shall have the right to enter onto the leased Premises to inspect, repair, or make alterations or additions to the Premises or for the purpose of protecting the LANDLORD. LANDLORD may enter the leased Premises at all reasonable times, but not in such a manner or at such time as to interfere unreasonably with the RESIDENT’S quiet enjoyment of the leased site.

15. LIMITED RIGHT TO ENTER RESIDENT-OWNED HOME: LANDLORD shall have no right to enter a Home owned by RESIDENT (i.e., after a completed exercise of the option to purchase) without prior written consent or, if such written consent is not obtained, then

LANDLORD can only enter the RESIDENTS Home to prevent imminent danger to the occupants of the Home, to other RESIDENTS of the LANDLORD or to the LANDLORD.

16. LANDLORD RULES AND REGULATIONS: RESIDENT agrees to abide by and to insure that RESIDENT'S family and guests abide by, all LANDLORD Rules and Regulations ("Rules") and any amendments thereto. RESIDENT acknowledges that any amendments thereto are incorporated herein by reference and made a part hereof for all purposes. RESIDENT 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 RESIDENT written notice at least thirty (30) days prior to any modification, change, amendment or replacement. RESIDENT further acknowledges that violation thereof shall be grounds for eviction from the LANDLORD; provided however, if such addition or amendment to the Rules will require the expenditure of funds in excess of \$25 by RESIDENT to comply with the new rule, then LANDLORD will provide RESIDENT with 90 days after receipt of a written copy of the new rule for compliance.

17. QUIET ENJOYMENT: Upon RESIDENT paying the rent and performing all of the other provisions of this Lease, LANDLORD agrees that RESIDENT shall peacefully and quietly have, hold and enjoy the Premises during the term of this Lease. RESIDENT'S interference with other RESIDENTS' quiet enjoyment of the Premises shall be grounds for eviction.

18. RIGHT TO MORTGAGE: LANDLORD shall have the right to subordinate this Lease to any mortgage now or hereafter placed on the Premises or the LANDLORD. At LANDLORD'S request, RESIDENT shall execute and deliver such documents as may be required in order to accomplish the purpose of this paragraph. In the event that Owner sells, assigns or otherwise transfers its interest in the LANDLORD or the Home, this Lease 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.

19. INDEMNIFICATION: RESIDENT hereby agrees to indemnify and hold LANDLORD and LANDLORD harmless for any injury or death to any person or damage to any property arising out of the use of the Home or the LANDLORD by RESIDENT, RESIDENTS family, agents, employees, guests, or invitees. RESIDENT is to keep the Home and Premises in good and safe condition, and notify LANDLORD immediately, in writing, of any unsafe or unsanitary conditions in or upon the LANDLORD property. The LANDLORD shall not be liable to RESIDENT for any damages arising out of any actions or negligence on the part of any other residents or their families, agents, employees, guests, or invitees. RESIDENT agrees to pay LANDLORD for damages caused by RESIDENT, RESIDENT'S family, agents, employees, guests, or invitees, to the LANDLORD property or to the Premises. RESIDENT agrees to pay any community resident for any damages caused by RESIDENT, RESIDENTS family, agents, employees, guests, or invitees whether such damage is sustained by LANDLORD RESIDENT, said LANDLORD RESIDENTS family, agents, employees, guests or invitees.

20. RESIDENT COVENANTS: It is agreed and understood by RESIDENT that the following provisions must be complied with:

(a) that RESIDENT'S use of the Premises shall be in a lawful, careful, safe and proper manner, and that the RESIDENT shall carefully preserve, maintain, protect, control and guard the same from damage;

(b) that RESIDENT is and shall be responsible and liable for making repairs and replacements that may be required as a result of injury or damage to the Home caused by RESIDENT;

(c) that RESIDENT shall not make or cause to be made any changes, alterations, additions or attach any objects of permanence to portions of the Home or do anything that might cause injury or damage to the Home without the prior written consent of LANDLORD.

(d) that all personal property placed in or upon the Home, or in any storage facility, shall be at the risk of the RESIDENT, or the parties owning same, and neither the LANDLORD nor the LANDLORD shall be liable for the loss or damage of any such property.

(e) that RESIDENT has carefully examined the Home and has been given the opportunity to have it inspected by qualified inspectors and agrees that it is habitable and free from material defects.

21. EMINENT DOMAIN: If during the term of this Lease, proceedings shall be instituted under the Power of Eminent Domain which shall result in an eviction, total or partial, of the RESIDENT, at the time the trial of such proceedings shall commence, this Lease shall be void and the term above shall cease and terminate, and if the RESIDENT continues in possession, he shall be a RESIDENT from month to month and for no longer term, anything in this instrument to the contrary notwithstanding.

22. RIGHTS AND PRIVILEGES OF LANDLORD: LANDLORD shall have the following rights in addition to all other rights given by the law of the State of Texas:

(a) The right to enter the Home (prior to purchase by RESIDENT) at all reasonable times with advance notice to RESIDENT for the purpose of inspecting the same and/or showing the same to prospective purchasers or to inspect, repair, or make alterations or additions to the Premises or the utilities or for the purpose of protecting the LANDLORD.

(b) LANDLORD shall not be responsible for any Premises repairs.

(c) It is agreed and understood that neither the LANDLORD nor its employees shall be liable to any person for any damages of any nature which may occur at any time on account of any defect in the Home, whether said defect exists at the time of execution of this Lease or arises subsequent hereto and whether such defect was known or unknown at the time of such injury or damage, or for damages from fire, wind, rain or any other cause whatsoever, all claims for such injuries and damages being specifically waived by RESIDENT.

23. CONDITION OF PREMISES: RESIDENT agrees that no representation as to condition or repair of the Home or the Premises has been made except as contained in this Lease. RESIDENT shall keep the Premises, during the term of this Lease, in good repair and at the expiration hereof, yield and deliver up the same in like condition as when taken. Repair responsibilities are as follows:

(a) Minor Repairs – The RESIDENT is responsible for all Minor Repairs, such as, Faucet Drips, Furnace and Air Conditioner Filter Replacement, Water Heater Element Replacement, Carpet and Floor Cleaning and Upkeep, General Home Cleaning, Wall Repairs for Nail or Screw Holes, Lawn Upkeep (including mowing, weeding and trimming) Replacing Dislodged Skirting panels, Replacing Light Bulbs, Touch Up Painting, Any Damage Done to the Home or Home Site by the RESIDENT or His / Her Guest(s).

(b) Major Repairs - RESIDENT is responsible for all Major Repairs, such as, Roof Leaks, Major Water Leaks, Major Furnace Repairs or Replacement, Major Appliance Repair or replacement, Water Heater replacement, and Major Exterior Damage Due. LANDLORD reserves the right to make major or minor repairs that it, in its sole discretion, believes are necessary 60 days after providing RESIDENT with a notice to make such repairs. If RESIDENT has not materially commenced with the necessary work. LANDLORD may charge Resident for said repairs, including compensation for the time of Landlords' employees, at 110% of the total cost to Landlord, payable by RESIDENT within 90 days after completion of such repairs.

RESIDENT AGREES TO PROVIDE WRITTEN NOTICE TO LANDLORD OF THE BELIEVED NEED FOR ANY MAJOR REPAIR TO THE HOME AS SOON AS POSSIBLE UPON DISCOVERY AND IN NO EVENT MORE THAN FIVE DAYS AFTER SUCH DISCOVERY. RESIDENT WILL ALSO PROVIDE LANDLORD WRITTEN CONFIRMATION OF ITS PLANS TO IMMEDIATELY REMEDY SUCH MAJOR REPAIRS.

24. ALTERATIONS & IMPROVEMENTS: RESIDENT shall make no alterations to the Premises without LANDLORD'S prior written consent. Any building permits which may be required by the local government must also be obtained by RESIDENT and a copy of the building permit must be provided to RESIDENT. All improvements and/or alterations must be performed in accordance with the Rules.

25. NON-LIABILITY OF COMMUNITY OR LANDLORD: Except as otherwise provided by law, neither community nor LANDLORD shall be liable for damages to persons, property and/or furnishings within the Premises sustained by the RESIDENT or RESIDENT'S employees, servants, invitees or other persons due to the Premises becoming out of repair or arising from bursting, stoppage or leakage of gas, steam, water or sewer pipes, or from defective wiring, unless such damage is proximately caused by the gross negligence of community or LANDLORD. Neither community nor the LANDLORD shall be responsible or liable to RESIDENT for any loss or damage that may be occasioned by or through act or omissions of persons occupying adjoining leased site or any part of the property adjacent to or connected with the leased Premises. In addition, neither community nor the LANDLORD shall be liable for any

damage or injury to any person or property which occurs in the community resulting from the use of the playground or recreational facilities of the community.

26. LIQUIDATED DAMAGES: The prevailing party in a contested action to terminate a tenancy will be awarded liquidated damages of not more than \$500.00 for an action in justice court or district court and not more than \$300.00 for each appellate level. Liquidated damages shall not be construed to be a penalty, nor shall the payment of such liquidated damages preclude a party from recovering any actual additional damages, including but not limited to those which may have been incurred as a result of unpaid rent, damages to the Home, Premises, or common area.

27. TEXAS FINANCE CODE AND OTHER STATUTORY PROVISIONS: LANDLORD and RESIDENT specifically agree that this Lease shall not and is not intended to be a credit sale under Texas law nor violate or waive any of the provisions of the Texas Finance Code or any other consumer protection statute. If, however, any provision of this Lease does, in fact, violate or waive any of the above statutes, then such provision shall be null and void but the other provisions of this Lease shall continue to remain in full force and effect.

28. INSURANCE AND DESTRUCTION OF HOME: LANDLORD shall not be responsible or liable for any damages of any kind to persons, property and/or furnishings within the Home. **RESIDENT MAY, AT HIS OPTION, OBTAIN RENTER'S INSURANCE COVERING THE HOME AND ITS CONTENTS, AND LANDLORD STRONGLY RECOMMENDS THAT RESIDENT OBTAIN SUCH COVERAGE.**

Community or LANDLORD may, at their option, acquire insurance, the proceeds of which shall be payable to community or LANDLORD. In the event the Home shall be destroyed, **partially** destroyed or rendered totally uninhabitable by fire, windstorm, or other cause beyond the control of LANDLORD, then, at LANDLORD'S option, this Lease shall cease and terminate as of the date of such destruction, and the rental shall then be accounted for between LANDLORD and RESIDENT up to the time of such damage or destruction of the Home with the same being prorated as of that date.

In the event the Home is damaged by fire, windstorm or other cause beyond the control of LANDLORD so as to render the same partially uninhabitable, but repairable within a reasonable time, then this Lease shall remain in force and effect and the LANDLORD may, at its option, within a reasonable time, restore the Home to substantially the same condition as prior to said damage, and there shall be an abatement in rent in proportion to the relationship the damaged portion of the Home bears to the whole of the Home.

29. ASSIGNMENT OR SUBLETTING: The RESIDENT(S) hereby agrees and acknowledges that this Lease, both as to the site and the Home, and any interest thereunder shall not be assigned or sublet without the prior written consent of the LANDLORD. If RESIDENT attempts to assign this Lease or allows the Premises to be occupied by anyone other than RESIDENT, LANDLORD may collect rent and other charges due under this Lease from the assignee or occupant, and apply the net amount collected to the amount herein due, and no such collection shall be deemed a waiver of the condition herein against assignment or subletting, or

as an acceptance of the assignee or occupant as a lawful RESIDENT of this LANDLORD or of the Premises, and in such case, RESIDENT shall remain liable to LANDLORD for all provisions of this Lease.

30. NOTICE OF INTENTION TO VACATE: RESIDENTS who have not completed a purchase of the Premises pursuant to the option to purchase and intend to vacate the Premises at the expiration of this Lease, must provide LANDLORD, at least sixty (60) days prior to the expiration of the Lease term, notice, in writing, of RESIDENTS intention to vacate. Forms for notifying LANDLORD of RESIDENT'S intention to vacate are available in the LANDLORD Office for RESIDENTS convenience. If the Premises is vacated without any prior written notice to LANDLORD, then the RESIDENT shall remain liable for the rent and any other amounts that remain outstanding for the remainder of the term of this Lease (for the term of this Lease).

31. REMOVAL OF HOME BY LANDLORD AFTER PURCHASE: If LANDLORD is required to remove the leased Premises (after purchase by RESIDENT pursuant to the option to purchase described in this Lease) from the leased site for any reason, including but not limited to, RESIDENT'S abandonment of Home or LANDLORD'S right to remove the Home pursuant to a Writ of Possession, RESIDENT shall be responsible for any and all expenses incurred in removing the leased Premises.

32. DEFAULT: If the RESIDENT should default under this Lease, the Rules, (which the RESIDENT acknowledges receiving with this Lease) or if RESIDENT'S statements in the Rental Application are incorrect, LANDLORD shall have the right, among others, to terminate this Lease and to repossess the Premises and cause the RESIDENT to vacate the Premises in the manner provided by law. RESIDENT shall continue to pay all rent and other charges to LANDLORD, when due, following the demand for possession of the Premises and during the pendency of the action and LANDLORD may accept all such payments of rent and other charges without prejudice to the action to evict the RESIDENT. If such payment is not timely made, LANDLORD may proceed under Texas Property Code, without prejudice to just cause termination. If this should occur, RESIDENT shall pay LANDLORD the expenses incurred in obtaining possession of the Premises and all other damages sustained by LANDLORD to the extent permitted by law.

33. TERMINATION FOR NONPAYMENT: In the event RESIDENT fails to timely pay rent or other amounts due under the Lease that in the aggregate equal the amount of at least one month's rent, LANDLORD may immediately thereafter file for eviction or pursue other legal remedies.

34. ATTORNEY'S FEES: Should either the RESIDENT or community or LANDLORD be required to employ legal counsel to enforce the terms, conditions and covenants of this Lease, the prevailing party shall recover all reasonable attorneys' fees incurred therein allowable under the Texas Property Code.

35. MODIFICATIONS OF LEASE: No modifications of this Lease shall be binding unless in writing, signed by the RESIDENT and by an authorized agent of LANDLORD.

36. ADJUSTMENTS IN LEASE: Notwithstanding any provisions in the Lease to the contrary LANDLORD shall have the right to make the following adjustments in this Lease upon written notice to RESIDENT of not less than SIXTY (60) days:

(a) Changes required by federal, state or local law or rule or regulation.

(b) Changes to the property, including the Premises, which are required to protect the physical health, safety or peaceful enjoyment of the RESIDENTS and guests In the LANDLORD.

(c) Changes in the amount of rent to cover additional costs in operating the LANDLORD incurred because of increase in ad valorem property taxes, charges for the electricity, heating fuel, water or sanitary sewer services consumed at the Manufactured Home community, or increases in premiums paid for liability, fire or worker's compensation insurance.

RESIDENT INITIALS _____
[Required By Tex. Prop. Code, Sec. 94.053(d)]

37. CHANGE IN LAND USE: Notwithstanding any statement in this Lease to the contrary, LANDLORD may terminate this Lease without cost or liability upon a change in land use if, and only if, not later than the 120th day before the date the land use changes, (i) LANDLORD sends notice to RESIDENT, and to the holder of any lien on the manufactured home specifying the date that the land use will change, and informing the RESIDENT and lienholder, if any, that the owner must relocate the manufactured home; and (ii) LANDLORD posts in a conspicuous place in the manufactured home LANDLORD a notice stating that the land use will change and specifying the date that the land use will change. LANDLORD is required to give the owner and lien holder, if any, the notice required by this Section only if LANDLORD is given a written notice of the name and address of such owner and lienholder.

38. SEVERABILITY: If any provision of this Lease should be or become invalid, such invalidity shall not in any way affect any of the other provisions of this Lease which shall continue to remain in full force and effect.

39. WAIVER: If LANDLORD should waive any provisions of this Lease, it shall not be construed as a waiver of a further breach of such Provision.

40. JOINT AND SEVERAL LIABILITY: In the event that Lease should be signed as RESIDENT by more than one person, then the liability of the persons signing shall be joint and several.

41. REMEDIES NOT EXCLUSIVE: Each of the rights provided in this Lease shall be cumulative.

42. EMERGENCY: In case of emergency, please contact the following number:
_____.

43. OFFICIAL NOTICE: The name and address of the person designated to accept official notices for the LANDLORD is: Ernest Eisenberg, 811 Barton Springs Road, Suite 500, Austin, Texas 78704.

44. LEASE BINDING: The covenants of this Lease shall be binding upon and shall be for the benefit of LANDLORD, LANDLORD, and RESIDENT and their respective successors in interest, heirs and representatives.

45. AMENDMENTS: This Lease, along with the Application for Lease; the Pet Addendum (if any); and the LANDLORD Rules and Regulations, constitutes the entire agreement between the parties; RESIDENT certifies that no other representations, either written or oral, were made by LANDLORD or LANDLORD or relied on by RESIDENT as an inducement for the execution of, or as consideration for, this Lease. ***RESIDENT acknowledges receipt of a copy of each of these documents and agrees that such shall not be modified or amended except as may hereafter expressly be set forth in writing and executed by the parties or except as may otherwise be provided herein.***

46. TERMINATION: RESIDENT'S right to occupy shall terminate or may be terminated as follows: (a) at the end of the term of this Lease on SIXTY (60) days written notice by either RESIDENT or LANDLORD; (b) at any time RESIDENT shall be in default on or in breach of any provision of this Lease (or other documents incorporated herein and made part hereof by reference) upon ten (10) 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 terms and provisions hereof relating to release of RESIDENT; 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, RESIDENT shall pay all rental or other sums due or owed to LANDLORD and shall peacefully surrender possession of the Premises and remove all RESIDENT'S property pursuant to this Lease; failure to do so shall be deemed a breach of this Lease.

47. NEUTRALITY OF GENDER BASED PRONOUNS: In any provision of this Lease, the singular shall include the plural, the plural the singular, the male the female or neuter, the female the male or neuter, the neuter the male or female as the circumstances require.

48. SECURITY DEPOSIT: RESIDENT agrees to pay the sum of \$ _____ on or before the ____ day of _____, 20____, which sum shall be held by LANDLORD, without interest, as a security deposit and will not be returned until and after the Premises have been vacated and inspected by LANDLORD. ***No part of the security deposit shall be refunded unless RESIDENT provides not less than thirty (30) days prior written notice of surrender of the Premises. However, in the event RESIDENT exercises his Option to Purchase as herein above provided, the security deposit shall be refunded within sixty (60) days after RESIDENT has Closed on his Option to Purchase as herein above provided, or as soon thereafter as reasonably possible.*** Following the surrender and inspection of the Premises and the delivery of written notice of RESIDENT'S forwarding address, the security deposit shall either be refunded entirely to the RESIDENT or the RESIDENT shall receive an itemized list of the repairs and other reasons for the retention of all or part of the security deposit. The security deposit may be

used by LANDLORD to pay for damage(s) other than that which is caused by reasonable wear and tear to the Premises, landscaping of the Premises or any other improvements. The security deposit may also be used for damage(s) other than that which is caused by reasonable wear and tear, but caused by the RESIDENT, RESIDENT'S agent(s) or invitee(s) to the streets, park, pool and any and all other common areas of the LANDLORD. LANDLORD may also use the security deposit as compensation of unpaid rent, cleanup costs, or for damages of any nature sustained because of breach by RESIDENT of any of the terms of this agreement, including the covenants and restrictions to be kept, performed, and followed by RESIDENT.

49. READ THIS AGREEMENT IN ITS ENTIRETY BEFORE SIGNING. PLEASE KNOW THAT CHAPTER 94 OF THE TEXAS PROPERTY CODE GOVERNS CERTAIN RIGHTS GRANTED TO THE RESIDENT AND CONTAINS CERTAIN OBLIGATIONS IMPOSED ON THE LANDLORD BY LAW.

50. NO ORAL CHANGES: This Lease, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of TENANT or LANDLORD, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

The Lease and Site Agreement contain the entire agreement between TENANT and LANDLORD relating to or connected with the Lease. Any other agreements relating to or connected with the Lease not expressly set forth in the Lease or Site Agreement are null and void and superseded in their entirety by the provisions of the Lease and or Site Agreement.

51. MAXIMUM LEGAL RATE: Although not the intention of this Lease, if this Lease is deemed to be a document subject to the Texas Finance Code, all sums paid or agreed to be paid to LANDLORD for the use, forbearance, or detention of the Premises shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full stated term of the Lease until payment in full so that the rate or amount of interest on account of the Lease does not exceed the maximum lawful rate from time to time in effect and applicable to the Premises for so long as this Lease or its amendments remain in force.

52. INAPPLICABLE PROVISIONS: If any term, covenant or condition of this Lease is held to be invalid, illegal or unenforceable in any respect, the Lease shall be construed in a manner within the law but most closely matching the parties' original intent.

SIGNATURE PAGE TO FOLLOW

By: _____
Authorized Representative for Landlord

By: _____
Authorized Representative for Landlord

Resident's (Tenant's) Signature

Witness For Resident

Resident's (Tenant's) Signature

Witness For Resident

RECEIPT OF RULES AND REGULATIONS

The undersigned hereby acknowledge receipt of the Rules and Regulations, understand the terms and agree to abide by the Rules and Regulations of the LANDLORD.

Resident's (Tenant's) Signature

Resident's (Tenant's) Signature

Addendum to Lease Agreement

1. The following terms and provisions are hereby incorporated into the Lease to which this Addendum is attached. The terms and provisions of this Addendum shall control and govern over any conflicting or contrary terms contained in the Lease. Any term not specifically defined herein shall have the meaning given in the Lease.

2. Notwithstanding anything in this Lease to the contrary, Landlord shall not be obligated to sell and Tenant's option to purchase shall be invalid until such a time as the home is habitable per Section 1201.453 of the Occupations Code. At any time prior to the Home being habitable, Tenant is entitled to receive a refund of any and all funds paid towards the option to purchase the Home, or any funds paid to Landlord for the purpose of reducing Tenant's future Home option purchase price [This does not include typical lot rent]. In addition, prior to the Home being habitable, Tenant may terminate, at any time, this Lease with thirty (30) days written notice. **Upon termination of this Lease, Tenant shall not be entitled to any compensation for any and all labor and/or materials Tenant may have used/contracted for in the repair of the Home.**

3. Notwithstanding any dates and/or time periods listed within this Lease, all periods relating to the sale of a home shall commence as of the date the Home is habitable.

4. Tenant shall be entitled to ___ months of free rent.

5. It is Landlord and Tenant's intent that the Home shall be habitable within ___ months from the execution of this Lease. At such time as Tenant believes the Home is habitable, both Tenant and Landlord's representative shall execute an agreement stating that both Landlord and Tenant believe the Home to be habitable per Section 1201.453 of the Occupations Code.

6. If the Home is not habitable within thirty (30) days after the date by which both parties intended the home to be habitable per section 5, Landlord may terminate this Lease at any time with ten (10) days written notice. If this Lease is terminated pursuant to this section, Tenant is entitled to receive a refund of any and all funds paid towards the option to purchase the Home, or any funds paid to Landlord for the purpose of reducing Tenant's future Home option purchase price.

7. IN NO EVENT SHALL TENANT OR ANY OTHER OCCUPANT RESIDE IN THE HOME PRIOR TO THE HOME BEING HABITABLE. THIS LEASE SHALL TERMINATE IMMEDIATELY WITH TENANT FORFEITING ALL PAID FUNDS IF TENANT OR ANY OTHER OCCUPANT IS FOUND TO BE RESIDING IN THE HOME PRIOR TO THE HOME BEING HABITABLE.

SIGNATURE PAGE TO FOLLOW

By: _____
Authorized Representative for Landlord

By: _____
Authorized Representative for Landlord

Resident's (Tenant's) Signature

Witness For Resident

Resident's (Tenant's) Signature

Witness For Resident

RECEIPT OF RULES AND REGULATIONS

The undersigned hereby acknowledge receipt of the Rules and Regulations, understand the terms and agree to abide by the Rules and Regulations of the LANDLORD.

Resident's (Tenant's) Signature

Resident's (Tenant's) Signature

PAYMENT due the 15th of every month (Cash or Money Order) to

If representative cannot pick payment, owner must make payment @ Park Office's _____

XXXXX for the amount of \$700.00 EXAMPLE ONLY

House Payment	\$ 360.00	Rent to own (water NOT Included)
Lot	\$ 290.00	might vary (rent)
Water	\$ 50.00	Current Monthly Payment
Payment	\$ 700.00	Will vary if water bill goes up.

SOLD AS IS AGREEMENT:

1 - RESIDENT UNDERSTANDS AND AGREES THAT UPON EXERCISE OF THIS OPTION TO PURCHASE, RESIDENT SHALL TAKE THE HOME AS IS WHERE IS AND WITH ALL FAULTS. Resident Initials: _____

2 - RESIDENT UNDERSTANDS THAT LANDLORD WILL NOT PERFORM ANY REPAIRS. Resident Initials: _____

3 - RESIDENT UNDERSTANDS THAT RESIDENT IS RESPONSIBLE FOR ANY REPAIRS TO BE PERFORMED. Resident Initials: _____

3 - OTHER

By: _____
Authorized Representative for Landlord

Resident's (Tenant's) Signature

Witness For Resident

Resident's (Tenant's) Signature

Witness For Resident