

**MANUFACTURED HOMESITE
LEASE AGREEMENT**

**This Page Intentionally
Left Blank**

**MANUFACTURED HOMESITE
LEASE AGREEMENT**

TO THE RESIDENT: This Lease is a binding legal document. By signing it you and the **COMMUNITY** agree to be bound by everything it contains. You also agree to follow any Rules and Regulations the **COMMUNITY** has in effect or as may be amended, added, or restated. Those Rules and Regulations are as binding as this Lease. Before you sign this Lease, make sure you understand both it and the Rules and Regulations. After you sign, ask for and keep a copy of this Lease and the Rules and Regulations.

1. DEFINITIONS: "COMMUNITY" means the owner of the manufactured home community:

_____ and anybody working for the owner or acting on the owner's behalf. **"RESIDENT"** means the adults who have signed this Lease and any minor children living with those adults until they reach the age of 18.

2. RENTAL OF HOMESITE: By this lease the **RESIDENT** leases from the **COMMUNITY**, from month to month, the following homesite (hereafter "Homesite):

(Address/Homesite No.)

This lease shall permit occupancy by no more than _____ persons, as approved in the application process. The Homesite is leased **"AS-IS"**: any improvements or upgrades required for the **RESIDENT'S** manufactured home shall be completed by **RESIDENT** at its sole cost and expense. The manufactured home shall be installed in accordance with state and local codes regarding the installation and set up of manufactured homes (including anchoring of all homes):

The Homesite is rented for the **RESIDENT'S** manufactured home:

Make: _____ Model: _____

Year: _____ Serial #: _____ Bedrooms _____

Width: _____ Length (w/o hitch): _____ Name on Title: _____

The home is being financed by: _____ Loan No. _____

Lender's Address: _____ Phone: _____

The home is being insured by: _____ Policy No. _____

Insurer's Address: _____ Phone: _____

(A copy of the title may be required by the COMMUNITY).

In addition and subject to Section 9, below, the **RESIDENT** shall be permitted to park up to _____ vehicles(s) in the **COMMUNITY**.

Resident shall notify **COMMUNITY** in writing within ten (10) days of any change or addition in the ownership of the manufactured home or in the persons holding a security or financial interest.

3. AUTHORITY TO MANAGE AND RECEIVE NOTICE: The Community Manager is authorized to manage the **COMMUNITY** and to accept service of process and receive and give receipt for notices and demands.

4. RENT: Subject to rent increases and together with any other additional rent, including without limitation, separately metered utilities or other charges, the **RESIDENT** must pay the following charges each month as Homesite rent:

Basic Homesite rental fee _____

Extra fee for larger homesite, homesite amenities, pets or special services or facilities other than utilities (itemize) _____

(a) _____

(b) _____

(c) _____

(d) when applicable separately metered utilities

_____ as billed

Total monthly rent ('RENT') _____

The **RESIDENT** must pay the total monthly rent on or before the first day of each month at the Community Office. If the **RESIDENT** does not pay the rent on or before the fifth (5th) of the month, the **COMMUNITY** will charge a late fee of:

choose one:

_____ percent of the amount due; or

_____ \$ _____ if paid between the _____ and _____; and
_____ \$ _____ if paid between the _____ and the end of the month.

RESIDENT shall pay \$ _____ for all returned checks. This late fee and/or return check fee shall be deemed additional rent due to the **COMMUNITY** by the Resident.

5. SECURITY DEPOSIT: Prior to execution of this lease, the **RESIDENT** must pay the **COMMUNITY** \$ _____ as a security deposit, to be held by the **COMMUNITY** as partial security for the full and faithful performance of each and every term, provision, covenant, and condition of this Lease. The **COMMUNITY** may use the security deposit to cure defaults under this Lease.

6. UTILITIES: Unless and until notified by the **COMMUNITY** pursuant to Minnesota Statutes Section 327C.04, the **COMMUNITY** will, on a month to month basis, provide the **RESIDENT** with trash, water, and sewer service, which charges are now paid by the **RESIDENT** but included in the total amount of the **RESIDENT'S** rent. However, the **COMMUNITY** has, or in the future the **COMMUNITY** may, submeter the water (and correspondingly, sewer), and separately charge for trash removal, and directly bill the **RESIDENTS** for their actual monthly usage. Accordingly, the **COMMUNITY** expressly reserves the right to modify the terms of this section and the method of payment for the utilities provided to the **RESIDENT**, upon 60 days written notice to **RESIDENT**. Any such additional utility charges shall be deemed to be reasonable additional **RENT**. The **RESIDENT** agrees to permit the **COMMUNITY** to install such equipment and to gain such access to the manufactured home as may be reasonably necessary in the installation and repair or replacement of such metering equipment and to read such meters. The **COMMUNITY** does not warrant the quality, adequacy, or continued and regular use of any of the above services, and interruption or submetering of these services will not constitute a breach of this lease, a breach of the contract, or entitle **RESIDENT** to any abatement of rent. The **RESIDENT** acknowledges that such submetering, when implemented, or if terminated, will not be a substantial modification of the lease or **COMMUNITY** rules.

7. USE OF COMMON AREAS: **RESIDENT** is entitled to use the common areas subject to the **COMMUNITY'S** exclusive right to establish, modify, terminate, and enforce rules and policies governing these areas. If **RESIDENT** fails to comply with the rules or policies, then in addition to the right to evict the **RESIDENT**, the **COMMUNITY** may revoke the **RESIDENT'S** right to use any or all of these areas.

8. USE OF THE HOMESITE: The Homesite is comprised of the area on which the manufactured home is located, together with a lawn area, driveway, and patio area (if any). The **COMMUNITY** reserves the right to designate boundary lines of the Homesite during the term of this lease. The **RESIDENT** must use the Homesite only for residential purposes. The **RESIDENT** must not: (i) build, install, or remove improvements on the Homesite unless the **COMMUNITY** first agrees in writing, (ii) install a different manufactured home on the Homesite unless the **RESIDENT** executes a new lease for the Homesite and satisfies any then existing requirements for said new home. The **RESIDENT** shall use and occupy the Homesite and common areas of the **COMMUNITY** in a careful, safe and proper manner and shall keep the Homesite in a clean, safe and healthy condition in compliance with all laws, regulations, ordinances, and lawful directions of proper public officers. The **RESIDENT** shall not permit the Homesite to be used for any unlawful purpose, commit any waste thereof, or commit any nuisance or disturb any other **RESIDENTS** or surrounding neighbors. If a controlled substance is manufactured, distributed, or acquired in violation of Minnesota law is seized on the Homesite, then the **RESIDENT**, whether one or more shall have no further right to possession of the Homesite. The **RESIDENT** shall not vandalize any portion of the **COMMUNITY**.

RESIDENT shall not do anything on or about the Homesite or in the **COMMUNITY** which would interfere with the quiet enjoyment of other residents, including but not limited to the creation of loud or

disruptive noise, discharging or threatened use of firearms, the use of fireworks (except as may be permitted by the **COMMUNITY** Rules and Regulations), the operation of any equipment or machinery that is harmful to the other residents or **COMMUNITY** or which otherwise disturbs other residents or which otherwise violates the law.

In the event of the **COMMUNITY'S** inability to tender possession of the Homesite and have same ready for occupancy at the commencement date of the Lease, the **COMMUNITY** shall not be liable for any damages or losses caused thereby. This Lease shall remain in full force, but in the event such delay, no rent shall be due until possession of the Homesite is delivered to the **RESIDENT**.

9. VEHICLES: The **RESIDENT** must register with the **COMMUNITY** office all vehicles regularly kept in the **COMMUNITY**. The parking of vehicles shall be where designated by the **COMMUNITY**. The speed limit while in the **COMMUNITY** is 10 miles per hour. No loud mufflers, horn honking, vehicles leaking oils, fluids, or gasoline, or unlicensed vehicles shall be permitted in the **COMMUNITY**. No automotive repair work is permitted in the **COMMUNITY**. No double parking or parking on the lawns is permitted. Following a snow fall, snow storm or such other times as posted, all vehicles shall be removed from the parking areas to permit the removal of snow or to make necessary repairs. If a **RESIDENT** or their guest(s) violate these and other parking or speeding restrictions (whether on public or private roads), the **COMMUNITY** reserves the right to (i) suspend the **RESIDENT'S** parking privileges, or (ii) remove the non-compliant vehicle at the owners' expense. Any unlicensed, inoperative, abandoned, or improperly parked vehicles may be removed from the **COMMUNITY** at the owner's risk and expense.

Except as may be provided in the Rules and Regulations, snowmobiles, campers, boats, all-terrain vehicles, go carts, trailers, and other recreation or large vehicles are not allowed.

10. HOMESITE MAINTENANCE AND COMMON AREAS: The **RESIDENT** must comply with the **COMMUNITY'S** Rules and Regulations about Homesite maintenance and about common areas such as streets and playgrounds. **RESIDENT** shall maintain the home and Homesite in a clean and attractive condition, free of all refuse and debris. **RESIDENT** shall maintain utilities from the point of connection for **RESIDENT'S** home. If the **RESIDENT** fails to make repairs or to do maintenance work on the home or Homesite or fails to meet the conditions imposed on the use of common areas, which causes an immediate danger to the **COMMUNITY** facilities or to the health or safety of other residents, the **COMMUNITY** may give the **RESIDENT** written notice to do the necessary work immediately. If the **RESIDENT** does not do the work immediately, the **COMMUNITY** may do the work and charge the reasonable costs to the **RESIDENT**. If it is not possible or practical to give written notice and if immediate maintenance is essential, the **COMMUNITY** may do the emergency work without giving notice and may charge the reasonable costs to the **RESIDENT**. The **COMMUNITY** must give notice of charges for emergency work to the **RESIDENT** in an itemized bill which states a deadline for payment, and any unpaid balance shall be deemed additional rent due hereunder.

11. RIGHT OF ENTRY: The **RESIDENT** acknowledges and agrees that the **COMMUNITY** hereby reserves unto itself, or its agents, the right of access to enter and inspect the Homesite, repair, maintain, replace, and improve park utilities, supply or replace a service, install, repair, maintain, and replace utility meters, enforce rules, acquire access to other parts of the **COMMUNITY**, and to show the Homesite at any reasonable time, or immediately in cases of emergency. The **COMMUNITY** shall also have the right, in cases of emergency, to move the manufactured home and any personal property on the Homesite. The **COMMUNITY** may also enter the interior of the home, by invitation of the **RESIDENT**, to respond to an emergency, to prevent damage to **COMMUNITY** facilities, and to protect the health and safety of other residents.

12. WAIVER OF LIABILITY / INDEMNIFICATION: The **RESIDENT** will make no claim against the **COMMUNITY**, or its owners, for or on account of any personal injury sustained or loss or damage to any property caused by fire, water, deluge or overflow, or explosion, howsoever arising, or for the loss of any articles by theft or any other cause. The **RESIDENT** hereby expressly waives any and all such claims against the **COMMUNITY**. Further, the Residents shall indemnify the **COMMUNITY**, and its owners, and hold them harmless from any claim or damage arising out of any injury, death or property damage occurring in, on, or about the premises.

13. PERSONAL PROPERTY: The **COMMUNITY** is not responsible for damage to the **RESIDENT'S** property unless the **COMMUNITY** causes the damage. The **COMMUNITY** is not responsible for any damage to the **RESIDENT'S** property due to the interruption of service by any **utility**. The **COMMUNITY** is not responsible for any damage to the manufactured home or its contents. Resident agrees to look solely to Resident's own insurance in case of any loss.

14. STORAGE AREA: In the event the **COMMUNITY** does not have a storage area, all campers, snowmobiles, boats, trailers, unused or unlicensed vehicles and other large vehicles all must be stored off **COMMUNITY** premises, unless otherwise permitted in the **COMMUNITY** Rules and Regulations.

15. ABANDONMENT: If **RESIDENT** abandons the home or other personal property, the **COMMUNITY** may remove, store and/or sell the manufactured home or other personal property as permitted by Minnesota law. **RESIDENT** agrees to pay all costs and expenses incurred by **COMMUNITY** in moving, storing, or selling the home or other personal property, including storage charges, lock down, inventory, and weatherization charges, moving costs (if applicable), court costs, publication fees, and attorney fees. The **COMMUNITY** shall not be liable for any damage, conversion or trespass of any personal property not removed by the **RESIDENT**, nor for any negligence, damage, or loss incurred by moving, transporting, or caring for the property.

16. ASSIGNMENT/SUBLETTING: The **RESIDENT** must not sublet or assign this Lease or the Homesite to anybody without the **COMMUNITY'S** written permission. The **RESIDENT** does not have to inform the **COMMUNITY** of overnight visitors who stay less than ten (10) consecutive nights or ten (10) nights in any thirty (30) day period. But if any adult comes to live or stay longer than stated above with the **RESIDENT** after this Lease is signed, or if any minor children of the **RESIDENT** become an adult (turn 18), the **RESIDENT** must have the adult come to the **COMMUNITY** office to apply to become a resident and to sign this Lease.

17. SALE OF THE RESIDENT'S MANUFACTURED HOME: Before approving the buyer, the **COMMUNITY** may inspect the **RESIDENT'S** Homesite and the outside of the **RESIDENT'S** manufactured home to see whether the Homesite and the home complies with Minnesota Statutes Section 327C, Minnesota Rules (Chapter 1350), county and local ordinances, and **COMMUNITY** Rules and Regulations. The **COMMUNITY** may require that any non-compliant items be repaired, replaced, or removed prior to approving an "in-park" sale pursuant to Minnesota Statutes. The **RESIDENT** must give a completed copy of the Manufactured Home Safety Feature Disclosure form to all prospective buyers prior to the sale of the home.

The **COMMUNITY** must not charge any fee to the **RESIDENT** for allowing the **RESIDENT** to sell the home within the **COMMUNITY**. The **COMMUNITY** must not require the **RESIDENT** to sell the home to the **COMMUNITY** or use the **COMMUNITY'S** services to arrange the sale of the home. If the home is going to remain in the manufactured home park, the **COMMUNITY** has the right to approve the buyer as a resident, and to charge a fee up to \$25 for processing a prospective buyer's application for residency. However, the **COMMUNITY** must comply with these requirements in processing a prospective buyer's application: (a) If the **COMMUNITY** requires a prospective buyer to apply in person or to be interviewed in person, the **COMMUNITY** must be available to meet with the prospective buyer at reasonable times; (b) The **COMMUNITY** must decide whether to accept or deny the buyer within 14 days of receiving a completed application unless the **COMMUNITY** gives the buyer and the **RESIDENT** a written explanation of the reasons for the delay and then makes a decision as soon as practicable; (c) The **COMMUNITY** must have a written explanation for the way it decides to approve or deny buyers and the **COMMUNITY** must make copies of the explanation available without charge; (d) The policies for approval and rejection must be reasonable and must be applied equally to all applications; (e) The **COMMUNITY** must not use any stricter standards for approving a prospective buyer than the **COMMUNITY** uses for approving other prospective residents. In addition, if the **COMMUNITY** denies a buyer's application: (a) The denial must be reasonable; (b) The denial must not be based on a reason which is prohibited by federal, state or local law; and (c) The **COMMUNITY** must give the buyer a written explanation for the denial if the buyer asks for one.

The **COMMUNITY** may use the following criteria to evaluate the credit worthiness and suitability of prospective buyers:

- a. Prior rental references.
- b. Prior rental history.

- c. Credit history.
- d. Character reference.
- e. Criminal history.
- f. Insufficient periodic income regardless of source.
- g. Presence of pets which are unacceptable pursuant to Community Rules or state or local law.
- h. Evidence that the prospective purchaser has provided false or otherwise incorrect information on the application.
- i. Failure to provide information required by the application.
- j. The refusal of the prospective purchaser to sign a Lease.
- k. Management's personal evaluation of the attitude and cooperative nature of the prospective resident during the application process.
- l. Any other facts or factors deemed by management to be significant to evaluation of a prospective resident.
- m. Such other written criteria or eligibility requirements as may be in effect within the community at the time the application is processed.

The **COMMUNITY** may require the prospective buyer to agree to rules which are different from those that apply to the **RESIDENT**, but the **COMMUNITY** may not require the prospective buyer or the **RESIDENT** to comply with a rule adopted or amended after the **RESIDENT** entered into the rental agreement which would: (a) significantly increase the difficulty or time involved in selling the **RESIDENT'S** home; (b) significantly decreases the price which the **RESIDENT'S** home can be sold; or (c) involve any other significant cost for either the **RESIDENT** or the buyer. However, if a part of the **RESIDENT'S** home or shed is so dilapidated that total replacement is necessary, then the **COMMUNITY** may require that the replacement comply with a rule that was adopted after the rental agreement was signed.

18. CHANGES IN THIS LEASE OR THE COMMUNITY RULES AND REGULATIONS: The **COMMUNITY** must give the **RESIDENT** 60 days written notice of any changes in this Lease or in the **COMMUNITY'S** Rules and Regulations.

19. TERMINATION OF THE LEASE BY THE RESIDENT: Rental periods under this Lease begin on the first day of the month and end on the last day of the month. If the **RESIDENT** wants to end this Lease and leave the manufactured home park, the **RESIDENT** must notify the **COMMUNITY** in writing **TWO FULL RENTAL PERIODS (60 days)** in advance. This Lease and the **RESIDENT'S** obligation to pay rent will end when two full rental periods have passed after the date of notification -- even if the **RESIDENT** moves out of the manufactured home **COMMUNITY** earlier. If the **RESIDENT** does move from the **COMMUNITY** before the Lease ends, the **RESIDENT** must still pay rent through the end of the second full rental period following the notice. EXCEPT, if a new and approved resident moves into or rents the Homesite, then the **RESIDENT'S** obligation to pay rent ends as soon as the new resident has moved in or has signed a lease and begins to pay rent.

20. TERMINATION OF THE LEASE BY THE COMMUNITY--EVICTION: The **RESIDENT'S** lease shall terminate and the **COMMUNITY** may evict the **RESIDENT** for the following reasons:

A. If the RESIDENT does not pay rent or utility charges on time: The **COMMUNITY** shall give the **RESIDENT** written notice and allow the **RESIDENT** ten days to pay the full amount due.

B. If the RESIDENT refuses or fails to comply with a law, ordinance, code, or government regulation, including those relating to manufactured homes or manufactured home parks (including the timely payment of personal property taxes): The **COMMUNITY** shall notify the **RESIDENT** in writing what the **RESIDENT** is doing wrong. If the law or regulation gives the **RESIDENT** a certain time to comply, then the **RESIDENT** must comply within that time. If the law or regulation does not set a specific time limit, then the **RESIDENT** shall comply within a reasonable amount of time.

C. If the RESIDENT breaks the terms of this Lease or the COMMUNITY'S Rules and Regulations: The **COMMUNITY** must give the **RESIDENT** written notice of the problem. The **RESIDENT** then has 30 days to comply with the Lease or the Rules and Regulations.

D. If the RESIDENT repeatedly violates COMMUNITY rules or the Lease or any laws or ordinances relating to manufactured home parks, and the COMMUNITY has given written notices to the RESIDENT concerning those violations: The **COMMUNITY** may give the **RESIDENT**

a written warning that any future violations will be considered a cause for eviction. If within six months of receiving the written warning the **RESIDENT** again violates any important provision of **COMMUNITY** rules or of the Lease or a law or ordinance relating to manufactured home parks, the **COMMUNITY** may ask the **RESIDENT** to leave immediately.

E. If the RESIDENT does something in the COMMUNITY which endangers the health or safety of other COMMUNITY residents or COMMUNITY personnel, which seriously damages the manufactured home park or which substantially annoys other residents: The **COMMUNITY** may give the **RESIDENT** a notice to move within thirty days. If the **RESIDENT** has not moved out of the **COMMUNITY** at the end of the 30 days, the **COMMUNITY** may go to court to evict the **RESIDENT**. If, after receiving a notice to move within 30 days, the **RESIDENT** again endangers the health or safety of other **COMMUNITY** residents or **COMMUNITY** personnel, seriously damages the **COMMUNITY** or substantially annoys other residents, the **COMMUNITY** may go to court immediately to evict the **RESIDENT**.

F. If all or a part of the manufactured home park is going to close: The **COMMUNITY** must give the **RESIDENT** nine months written notice. If part of the **COMMUNITY** will remain open, and a Homesite is available in the open section, the **RESIDENT** has the right to move to that Homesite unless the **RESIDENT'S** home, because of its size or local ordinance, is not compatible with the Homesite.

G. If the COMMUNITY intends to make improvements to the manufactured home park which will significantly benefit the health and safety of the residents or which have been ordered by a government agency, and to make those improvements it is necessary to remove the RESIDENT'S home from the manufactured home park: The **COMMUNITY** must give the **RESIDENT** 90 days written notice. If another Homesite is available in the **COMMUNITY**, the **COMMUNITY** must allow the **RESIDENT** to relocate the home to that Homesite unless the home, because of its size or local ordinance, is not compatible with that Homesite.

H. If the RESIDENT gives false information in the application for tenancy and the COMMUNITY discovers the false information within one year of the date on which the RESIDENT starts paying rent: The **COMMUNITY** may ask the **RESIDENT** to leave immediately.

I. If the RESIDENT unlawfully allows controlled substances to be present on the Homesite: The Lease may be immediately terminated. A controlled substance is a substance which is acquired or controlled in violation of Minnesota Statute Chapter 152.

J. Nothing herein shall prohibit the COMMUNITY and RESIDENT from agreeing to a termination of this Lease permitting the RESIDENT to vacate voluntarily following notice to do so.

21. PETS: Unless the **COMMUNITY** allows pets, in which case such pets shall be kept in strict compliance with said **COMMUNITY** Rules and Regulations, the **RESIDENT** will not keep any PETS of any type without the express written consent of the **COMMUNITY**.

22. SURRENDER OF HOMESITE. The **Resident** covenants that upon termination of this Lease for any reason, the **Resident** will surrender to the **Community** the Homesite, together with all improvements, alterations, replacements thereto (including garages or shed built upon a foundation or concrete slab), in good order, condition and repair, provided, however, that if the **Community** requests **Resident** to remove any such improvements, alterations or replacements, the **Resident** shall remove same and restore the Homesite to its condition prior to the Lease hereof.

23. CONDEMNATION: If the manufactured home park and the Homesite rented by the **RESIDENT** are taken by or sold to the government, the **COMMUNITY** may terminate this Lease. The **COMMUNITY** must inform the **RESIDENT** of the date and circumstances of the condemnation as soon as the **COMMUNITY** receives definite information from the government.

24. RIGHTS AND DUTIES RESERVED: Nothing in this Lease or the **COMMUNITY'S** Rules and Regulations can change or take away any of the rights which the **COMMUNITY** has under any law,

ordinance or other government regulation. Nothing in this Lease or the **COMMUNITY's** Rules and Regulations can authorize either the **COMMUNITY** or the **RESIDENT** to disobey any law, ordinance or other government regulation. Failure by the **COMMUNITY** or the **RESIDENT** to enforce any right under this Lease does not mean that the **COMMUNITY** or the **RESIDENT** has waived or given away that right.

25. MODIFICATIONS OF LEASE: That the **COMMUNITY** has made no promises or representations except those contained in this agreement, and, except as otherwise provided herein or as provided in Minnesota Statutes Section 327C, this lease may only be changed by 60 days written notice pursuant to Minnesota Statutes Section 327C, or in writing, signed and acknowledged by both parties.

26. ATTORNEYS' FEES: In the event the **COMMUNITY** takes the **RESIDENT** to court in order to enforce any provision of this Lease or to terminate the same and evict the **RESIDENT**, the **COMMUNITY** shall be entitled to attorneys' fees incurred in conjunction with any such said action. In the event the **COMMUNITY** prevails in an action to enforce **COMMUNITY** rights under this LEASE, the **COMMUNITY** is entitled to costs, disbursements and reasonable attorneys' fees. These sums shall be due from **RESIDENT** as additional rent.

27. JOINT LIABILITY: Each **RESIDENT**, if there is more than one, agrees to be individually liable for the total amount of any rent and/or the total amount of any damages to the **COMMUNITY**, including attorneys' fees assessed in paragraph 26 above, whether or not the individual is personally responsible for the damages.

28. SEVERANCE CLAUSE: If any provision of this Lease or any portion of any document incorporated into this Lease is ruled invalid or otherwise unenforceable, the remainder of the Lease or other document will not be affected and each other term and provision will be valid and enforceable to the fullest extent permitted by law.

29. CRIME FREE LEASE COVENANTS:

A. **RESIDENT**, any members of the resident's household or guest or other person under the resident's control shall not engage in criminal activity, including drug-related criminal activity, in or near the Community. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).

B. **RESIDENT(s)**, any member of the resident's household or a guest or other person under the resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the Community.

C. **RESIDENT** or members of the household will not permit the Community premises to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

D. **RESIDENT**, any member of the resident's household or a guest, or another person under the resident's control shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance at any location, whether on or near the Community or otherwise.

E. **RESIDENT**, any member of the resident's household, or a guest or another person under the resident's control shall not engage in any criminal activity, including prostitution, criminal street gang activity, threatening or intimidating or assaultive behavior including but not limited to the unlawful discharge of firearms, in or near the Community, or any breach of the lease agreement that otherwise jeopardizes the health and safety and welfare of the landlord, its agent or other resident or involving imminent or actual serious property damage.

F. Violation of the above provisions shall be a material and irreparable violation of the Lease and cause for immediate termination of tenancy and the Lease.

Initials of **RESIDENT(S)**: _____

30. WAIVER: The **COMMUNITY'S** failure to enforce any provision of this Lease or the Rules and Regulations will not be deemed a waiver of the **COMMUNITY'S** right to enforce said provisions on future occasions.

RESIDENT AGREES THAT ACCEPTANCE OF RENT FOLLOWING NOTICE OF DEFAULT OR TERMINATION SHALL NOT WAIVE ANY RIGHTS OF THE COMMUNITY TO RECOVER POSSESSION OF THE HOMESITE.

Initials of **RESIDENT(S)**: _____

31. NOTICES: The **RESIDENT** may give any notice required by this Lease or the **COMMUNITY'S** Rules and Regulations by personally taking the notice to the **COMMUNITY** office or by mailing the notice to the **COMMUNITY** Office at _____.

The **COMMUNITY** may give any notice required by this Lease or the **COMMUNITY'S** Rules and Regulations by delivering the notice to the **RESIDENT** or the **RESIDENT'S** home, by posting the notice on the **RESIDENT'S** home, or by mailing the notice to the **RESIDENT** at the **RESIDENT'S** last known address.

READ THIS LEASE BEFORE YOU SIGN IT!

IN WITNESS WHEREOF, this Agreement is executed as of the date set forth above.

THE RESIDENTS:

X _____	_____
	Date
X _____	_____
	Date
X _____	_____
	Date
X _____	_____
	Date

THE COMMUNITY:

By: _____ Date _____
Its:

RECEIPT

I/we have received and read a copy of the Lease, the Community Rules, the Emergency Procedures the "IMPORTANT NOTICE", and agree to be bound by the terms and conditions therein.

Dated _____

RESIDENT

RESIDENT

RESIDENT

This lease agreement form is made available to members of the Minnesota Manufactured Housing Association as a convenient tool only. You should consult an attorney prior to using this document.

