

SMS DEVELOPMENT, LLC
d/b/a TROPICANA VILLAGE
808 TROPICANA VILLAGE DR.
MOSCOW MILLS, MO 63362
PHONE: 636-366-9009
FAX: 636-366-9966

LEASE AGREEMENT AND RESTRICTIONS

This lease made by SMS, LLC, Landlord, and its Successors and Assigns, and Premises _____ hereinafter referred to as Tenant. Landlord leases to Tenant Lot and Address, _____ Tropicana Village, Moscow Mills, MO 63362, located at Tropicana Village Drive on the following terms and conditions:

Term of Lease

1. The Lease term shall commence on _____ and shall extend on a month to month basis with all terms, conditions, covenants, and regulations remaining the same until terminated by either party upon at least sixty (60) days written notice. This offer to lease shall be void, at Landlord's option, if not signed and returned by Tenant to Landlord's office within ten days from commencement date shown above. Landlord reserves the right to assign this lease and Tenant agrees to observe and abide by the assignment and accept the assignee as the new Landlord.

Rental

2. Base rental shall be \$ _____ per month (or the prorated amount thereof for any partial month). Additional rental is chargeable based on number of occupants, and use of special storage areas, as hereafter provided. Rental shall be due in advance on the 1st day of each month. A grace period of 5 days is allowed for payments, therefore if rental is not paid (or postmarked) by the 5th day of the month due, a late charge of **\$25.00** will be posted to the Tenant's account on the 6th day of the month and a **\$5.00** per day late charge will be applied until paid. Also, if rental is not paid by the 5th of the month due, an eviction notice may be served, and the Tenant will be charged **\$25.00** for termination of the eviction process which shall be at Landlord's sole option. If for any reason Tenant's check is not honored by Tenant's bank then in addition to all fees or late charges Tenant shall pay an additional **\$25.00** dishonored check fee.

Landlord acknowledges receipt of \$ _____ from Tenant as rental hereunder to _____ and \$ _____ as security deposit, equal to one month's rent to be held as hereafter provided.

3. The home to be situated on the lot shall not be more than 16-feet wide by 80-feet long, if a single width home, and not more than 32-feet wide by 76-feet long if a double width home. Homes are to be set a minimum of 24-inches high and to maintain lot lines as specified by Landlord. Blocking, leveling, anchoring and any additional piers are Tenant's responsibility.
4. Landlord requires the following as minimum improvements:
 - (a) Remove hitch. (Flush with home.)
 - (b) Install approved skirting around base of home, porches and steps.
 - (c) Install front porch with ornamental railing (4-feet x 8-feet minimum).
 - (d) Install storage building (see guidelines list).
 - (e) Landscape lot with minimum of one (1) tree and three (3) bushes (see Rules and Regulations).

Lot improvements (a) and (b) are to be performed by Tenant within forty-five (45) days following placement of the home. The remaining improvements, (c), (d), and (e) are to be completed within six (6) months. All improvements must meet accessory standards set forth on guidelines lists. Guidelines list is to be considered a part of this Lease.

Security Deposit

5. The security deposit set forth above is refundable within thirty (30) days from the termination of this Lease, provided:
 - (a) The premises are vacated on time in a clean, undamaged, renewable condition, with decks, sheds, anchors, and any other yard equipment moved at time of home removal. Sewer lines must be capped. Any and all equipment borrowed by the Tenant is returned to management in good condition, normal wear and tear excepted; and all amounts due Landlord from Tenant have been paid in full.

6. Tenant shall apply for and be responsible for paying all charges for utilities serving the home. Tenant shall not tamper or interfere with meters or equipment installed on the lot. Protection from freeze-up to Tenant's home is Tenant's responsibility. Maintenance or replacement of circuit-breakers, pedestals, and thermal lines are Tenant's responsibility. Painting of electric pedestals as required is Tenant's responsibility. Adequate wiring from electric pedestal to Tenant's home is Tenant's responsibility, but all wiring must be in conduit. Electric work may only be done by park approved electrician.

Liability

7. **Landlord's Non-Liability.** It is agreed that the Landlord shall not be liable to the Tenant or any other person on the demised premises or adjoining grounds, parking lots, and other park facilities, by the Tenant's consent, invitation or license, expressed or implied, for any damage either to person or property, sustained by reason of the condition of said premises and/or park facilities, or any part thereof, or arising from the bursting or leaking of any water, gas, sewer or steam pipes, or due to the act of neglect of any employees of the Landlord, or the act of any Tenant or other person therein, or due to any casualty or accident in or about the leased premises and other facilities. In addition, Landlord is not responsible for pests or bugs anywhere in the park.

Tenant's Liability. Tenant agrees to be responsible for any damage to the Landlord and/or its property which may result from any use of the demised premises and/or other park facilities, or any act done thereon by the Tenant or any person coming or being thereon by the license or invitation of the Tenant, expressed or implied, and will save the Landlord harmless from liability, and from all costs, damages or losses resulting from their conduct or acts relating to or in and about the demised premises and park facilities, including but not limited to attorney's fees.

Should Landlord pay or be required to pay or incur any cost or expense for any act or omission of Tenant or caused by or through Tenant, his family, servants, invitees, licensees or other, all such costs and expenses shall be considered as additional rent due by Tenant and fully payable by Tenant to Landlord upon demand and all unpaid amounts shall bear interest at the rate of one and one-half (1½) percent per month until paid in full.

Maintenance, Rules, Regulations and Prohibitions

8. Tenant agrees and fully understands that a substantial feature of Tropicana Village is the appearance of the park and facilities thereof, including the demised premises and Tenant's home. With regard thereto, Tenant covenants and agrees to maintain the demised premises and the grounds and facilities of Tropicana Village, including Tenant's home, so as to conform with and abide by all rules and regulations which may be promulgated by Landlord from time to time. Tenant agrees to remove and correct all unsightly or unsafe conditions within five (5) days following request thereof by Landlord. Upon the failure of Tenant to correct or remove any condition requested by Landlord as above provided, Landlord at its option may have said condition removed or corrected and shall be reimbursed the expenses thereof by Tenant and/or terminate this Lease and require Tenant to vacate the demised premises. Landlord may apply Tenant's additional security deposit toward the payment of said expenses.
 - (a) **Disturbances:** Any time the police are called on a disturbance at Tenant's home, or Landlord receives three (3) complaints within any one (1) year period about Tenant, Tenant's family members, Tenant's guests, or Tenant's property, may serve as the basis for eviction. **Initial** _____ here if you acknowledge being advised about this rule.
 - (b) **Children and Curfew:** Parents will be responsible for damages caused by their children. Children should not play on vacant lots or trespass on the lots of or annoy other Tenants. Curfew is 10:00 p.m. for children under 18, every night. Children under 18 are not allowed out after this time. **Initial** _____ here if you acknowledge being advised about this rule.
 - (c) **Demised Premises:** Tenant shall at all times maintain the demised premises and adjacent grounds in a neat and orderly fashion, pleasant appearing free of litter, debris and unsightly conditions. Vacant lots are not to be used for recreation.
 - (d) **Homes:** Tenant shall maintain Tenant's home and improvements in good and neat condition. Such maintenance shall include but not be limited to regular washing, waxing or painting as necessary. Proper window coverings are required, mini-blinds, or curtains. Blankets, sheets, etc. are not permissible and any broken mini-blinds must be replaced. Any remodeling or additions affecting the exterior appearance of the home, including but not limited to skirting, porches, storage sheds, canopies, additional rooms, and patio enclosures, must be approved in writing by Landlord. Window air conditioners are expressly prohibited.

- (e) **Lot Care:** Tenant shall be responsible for maintenance of all landscaping on the demised premises including but not limited to:
- (1) Cutting grass (weekly during growing season.)
 - (2) Applying weed killer and fertilizer at least yearly.
 - (3) Keeping grass green and free of weeds.
 - (4) Trimming shrubs, cleaning and weeding of shrub beds.
 - (5) Tree Care (spraying and trimming as required).
 - (6) Removal and replacement of dead bushes or trees from lot.
 - (7) Trimming as required where curbs meets lot.
 - (8) Removal of any vegetation between curb and parking pad.
 - (9) Removal of leaves from lot as required.

If Tenant fails to keep Tenant's lot properly maintained, said maintenance will be performed by Landlord at Tenant's expense and secured hereunder. The charge for grass cutting will be thirty-five (\$35.00) dollars per cutting, and trimming will be ten (\$15.00) dollars per trimming and all such charges due and payable as additional rent on the first day of the following month. Any trees or shrubs planted by Tenant must first be approved in writing by Landlord.

- (f) **Storage:** Storage is not permitted around and/or under the home, shed, or deck. Factory made and/or management approved sheds must be used for this purpose.
- (g) **Outdoor Furniture:** Only standard factory style patio furniture in good condition will be permitted on any lot.
- (h) **Fencing:** Tenant will not be permitted to install fencing, unless approved in advance and in writing by the Landlord. Fencing which is approved must meet the specifications established by Landlord and not extended beyond the front of the home.
- (i) **Pets:** There will be no pit bull, Rottweiler or mixed of these breeds allowed in the park. Pets taller than 18-inches at the shoulder are not permitted unless approved in writing by Landlord. Only two (2) pets will be allowed per residence. Pets shall not be allowed to run loose, and must be kept on a leash, located in such a manner as to prevent the pet from crossing the lot line. Pet litter shall be removed daily from lot. Dog houses will not be permitted on lots. Pets may not be left out-of-doors unattended. Dogs will be allowed outside on a leash or in their fenced yard, if the owner is home and not left out overnight. We will not allow dogs being left out to bark or dogs left out in extreme cold or heat. Also if the dog is creating a mud hole in the yard. If your dog is a barker then please, in consideration of your neighbors, management, and the police, keep your dog inside. All Moscow Mills City Ordinances must be followed in addition to the rules set forth by Tropicana Village. Copies of the City Ordinances are available at the Office.
Initial _____ here if you acknowledge being advised about this rule.
- (j) **Traffic and Parking:** Automobiles must be parked in the three (3) car pad provided for each lot. Guests must park in such a manner so as not to obstruct other traffic or parking pads. Boats, trailers, large trucks and buses shall be stored in designated parking areas for a monthly fee. Automobiles shall not be repaired, tuned-up or painted except in designated areas. All vehicles must have current state license. Speed limit in park is 15 MPH. ATVs, mini-bikes and all motor powered scooters are not permitted in park. There is no parking in the streets at any time.
- (k) **Antennas, Satellite Dishes or Other Signal Receiving Devices:** Only small antennas and satellite dishes will be allowed for TV and/or radio. Large antennas, satellite dishes or other signal receiving devices are prohibited.
- (l) **Advertising:** The park address shall not be used for or advertised for the sale of autos, homes, etc. without the written approval of the Landlord. For Sale signs shall not be erected or used by Tenants on the demised premises, home or grounds, without approval of the Landlord. When approved, only one sign in the front window or up against the front of the home is permitted.
- (m) **Streets:** Streets in front of Tenant's home to centerline of street shall be kept free of litter and debris by Tenant.

- (n) **Improvements & Accessories:** All improvements and accessories must be maintained in good repair, free of rust, painted and/or washed as required.
- (o) **Tranquility:** Tenant agrees at all times to ensure that its family, itself, its guests, and invitees conduct themselves in such a manner so as not to impair the peacefulness and tranquility of the Tropicana Village community. In addition to the rules and regulations which may be promulgated by Landlord from time to time regarding the appearance, peacefulness, and tranquility of Tropicana Village, Tenant covenants and agrees to comply with the following specific rules, regulations, and prohibitions.

Occupancy and Guests

- 9. The following is the maximum occupancy of any home situated on the demised lot.
 - (a) One (1) bedroom home, not more than two (2) individuals.
 - (b) Two (2) bedroom home, not more than four (4) individuals.
 - (c) For three (3) or more bedroom homes, not more than six (6) individuals. (Must be approved in writing by the management.) Guests staying more than two (2) days a week must be registered with and approved by Landlord and will be considered as additional occupants of the home for all purposes. All guests will be required to fill out all necessary paperwork and pay all additional fees associated with a tenant screening and a background check. The fee is \$20.00 for the tenant screening and \$7.00 for the background check per person.

Right of First Refusal

- 10. This lease is neither assignable nor transferable by Tenant without prior written consent of the Landlord. Neither the premises nor the home thereon shall be sublet nor, shall a Tenant permit any other person to occupy same without prior written consent of the Landlord.

Tenant may sell his own home and no commission is due to the Landlord as long as the Tenant has complied with the below requirements. In the event the Tenant wishes to sell his home while said home is on the demised premises, he will notify the Landlord in writing and the Landlord shall have the right of first refusal, at the price offered by the Tenant. The Landlord shall have fourteen days within to exercise his right of refusal.

Termination Default and Forfeiture

- 11. Should Tenant fail to pay the rental installments when due hereunder, or violate any term, condition or covenant of this Lease, or violate any rules or regulations promulgated by Landlord, in accordance with paragraph 8 above, then in such event, Landlord shall have the option to terminate and cancel this Lease forthwith, upon five (5) days written notice to Tenant. Possession of demised premises shall be delivered to Landlord by Tenant and thereupon Landlord shall be entitled to and may take immediate possession of the demised premises and may remove any home situated thereon at Tenant's expense, any other notice or demand being hereby waived. In the event of forfeiture, cancellation or termination of this Lease, all remaining rental installments for the entire Lease term shall become due and payable forthwith. Homes may not be removed from park unless all moneys due Landlord are paid. Dismantling of accessories or removal of home from demised premises shall constitute termination of this Lease, without prior notice, subjecting Tenant to all damages hereunder. Upon the termination of this Lease, the Tenant agrees to pay to Landlord double the monthly rent referred to in this Lease for each day Tenant holds over possession of the premises referred herein, or the Landlord may at its option notify the Tenant that the Lease will not be renewed and then may proceed with eviction.

In the event that Tenant's home and accessories herein shall be destroyed or so damaged or injured by fire or other casualty while this Lease is in effect, whereby the same shall be rendered inhabitable, or unusable for the purposes herein, then the Tenant shall have the right to render the same tenantable within twenty-one (21) days therefrom. If said premises are not rendered tenantable within said time, it shall be optional with the Landlord to cancel this Lease and to enter in and upon the premises to cleanup or repair as necessary to make the premises tenantable for a new Tenant with all costs incurred by Landlord related thereto to be paid by Tenant.

- 12. Should Tenant contract with the Landlord for goods or services the cost thereof shall be considered as additional rent, due and payable on the first day of the month following the purchase of goods or services and shall bear interest at one and one-half (1-1/2) percent per month thereafter until paid in full.
- 13. All property remaining on the leasehold premises after lease termination shall be deemed abandoned and shall, at Landlord's sole option and with no further notice, be removed from the premises, and disposed of, with no liability to Landlord. Tenant shall be responsible for all costs incurred for such removal.

Attorney's Fees

14. In the event of the employment of an attorney by Landlord because of the violation of any provision of this Lease, to obtain any sums due and owing hereunder, to obtain possession of the demised premises, to enforce any provision of this Lease, or otherwise, Tenant shall pay such attorney's fees and other costs or expenses incurred by Landlord in connection therewith, which sums shall be considered additional accrued rent and be secured hereunder.

Notices

15. Any and all written notices to be served by Landlord upon Tenant hereunder shall be served upon Tenant in person, left with anyone in charge of the premises, posted upon some conspicuous part of said premises or mailed to Tenant by depositing same in U.S. Mail, postage prepaid. In the event any written notice is deposited in the U.S. Mail by or on behalf of Landlord, proof of mailing the notice to the Tenant at the Tenant's last known address shall be sufficient proof of notice. The effective date of any written notice to be served by Landlord upon Tenant shall be determined as of the date the notice is served upon the Tenant in person, left with anyone in charge of the premises, posted upon some conspicuous part of said premises, or as of two (2) days after notice is deposited in the U.S. Mail, postage prepaid; provided however, that if the Landlord utilizes more than one method of serving notice, the earliest date of service of any notice shall be the effective date of the notice.

Waiver

16. The parties agree that failure of either party to insist in any one or more instances upon strict performance of any one of the terms or provisions of this agreement, shall not be construed as a waiver or relinquishment in the future of any such term, provision, condition, covenant, regulation or election and the same shall continue in full force and effect.

Enforcement

- 17. The parties agree that should any court of competent jurisdiction find or conclude that any provision of this Lease is unenforceable for any reason that said finding or conclusion shall not effect the remaining provisions of this Lease which shall remain fully enforceable.
- 18. Tenant acknowledges reading and understanding this entire instrument and that Landlord has made no other representation to Tenant not herein contained.
- 19. Tenant's application for tenancy shall become a part of this Lease and any false statements made thereon shall be construed as a breach of this Lease Agreement.

IN WITNESS WHEREOF the parties here executed these presents as of _____.

Name Date

Name Date

Tropicana Park Management Date