

Texas Airstream Harbor, Inc. Lot Use Lease Agreement

This Ground Lease Agreement ("Lease") is entered by and between Texas Airstream Harbor, Inc. ("TAHI" or "TAHI Park") ("landlord")

and _____

("Tenant") on _____ (date). Landlord and Tenant shall be collectively referred to as the "Parties."

The Landlord is now the fee simple owner of a certain tract of land located in Angelina County, Texas, being "ABS 0066 ARNOLD WM.,TRACT 2,ACRES 24.11" ("Parent Tract").

In consideration of the mutual covenants and agreements herein contained and of other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the Parties hereto, the Landlord and Tenant agree as follows:

- 1. Preliminary Requirement.** As a prerequisite to entering this Lease, the Tenant must own and possess a Membership Certificate in TAHI, and as such, the Tenant must currently be a member in good standing with TAHI. Member means a natural person who owns a Certificate of Membership of the Corporation.
- 2. Leased Premises.** Landlord hereby leases and rents to Tenant, and Tenant leases and rents from Landlord, for the term of this Agreement, the use of TAHI Lot# _____ on address _____ of the TAHI Park and is hereafter referred to as "The Lot".
- 3. Term of Lease.** The term of this Lease (the "Term") shall be Fifty (50) years and shall begin on _____, 202____, and shall end at 12:00 midnight _____, 20____, unless sooner terminated by agreement of both Tenant and Landlord, Lot Sale/Transfer, or by Default. This Lease may be renewed under the same terms by delivering a written request by the Tenant to the Landlord within ninety (90) days of the termination date.
- 4. Rental.** Tenant shall pay the landlord an annual rental of Twelve and No/100 Dollars (\$12.00) payable on January 1 of each year for the use of the leased premises during the lease term.
- 5. Assessments.** The Tenant agrees to pay the Landlord the regular and special assessments, fines, and other charges levied under the TAHI Bylaws and Ground Rules provisions. All monies collected shall be put into a general fund to be used to defray expenses attributable to the ownership, operation, and maintenance of the park and Parent Tract. The Tenant may not waive or otherwise escape liability for these assessments by non-use

of the common area or abandoning the Lot. The Tenant, as a member of TAHI, is obligated to pay regular assessments annually on or before the 31st day of January of each calendar year.

- 6. Use of Leased Premises.** The Tenant may use the Leased Premises for a part-time or full-time residence in TAHI, subject to all rules and regulations outlined in the TAHI Bylaws and Ground Rules. The Tenant may not alter the topography on the Leased Premises in a manner that may negatively impact the Parent Tract.
- 7. Utilities.** During the Term of this Lease, the Tenant shall pay before delinquency all utilities as described in the bylaws.
- 8. Non-Subordination.** This Lease and the Tenant's rights hereunder shall not be subordinate to, nor encumbered by, any mortgage, loan, or other financing arrangement the Tenant may enter into. The Tenant shall have no authority to grant any lien, security interest, or other encumbrance affecting the leased premises. No lender, creditor, or third party shall have any claim to, interest in, or right to enforce this Lease. Any attempt to assign, pledge, or use this Lease as collateral without the Landlord's prior written consent shall be null and void.
- 9. Property Taxes.** The Tenant is responsible for the assessment of Angelina County property taxes for improvements only.
- 10. Assignment and Subletting.** The Tenant may not assign or sublease this Lease or any interest therein (including commercial short-term overnight housing, e.g., Airbnb).
- 11. Transfer of a Membership Certificate.** A TAHI Membership Certificate may only be transferred in accordance with the Bylaws and Ground Rules of TAHI. Before any proposed transfer of a TAHI Membership Certificate from a member to a non-member shall be effective, said non-member must apply for and be admitted as a member in accordance with the Bylaws and Ground Rules of TAHI. The Tenant may transfer his/her Membership Certificate by bequest in accordance with the Bylaws.
- 12. Events of Default.** The Bylaws set forth the Events of Default. If any default occurs, the Tenant is entitled to written notice and a sufficient opportunity and time to cure the default in accordance with the Bylaws.
- 13. Remedies.** Upon the occurrence of any of such Events of Default, the Landlord shall have the option to pursue any remedy provided by the Bylaws and/or Texas law. The Tenant shall have all rights afforded under the Bylaws and Texas law.
 - a. Notice:** If a party defaults on any lease terms, written notice, specifying the default and allowing a reasonable period for remedy.
 - b. Delivery:** See Section 15 below.

c. Remedy Timeframe: The Tenant will have 30 days to initiate remediation from receipt of notice. The Tenant will have 180 days thereafter to complete remediation. The Landlord may not unreasonably refuse to agree to extend the remediation period depending on circumstances.

d. Failure to Remedy: Failure to remedy within the specified timeframe may lead to lease termination and eviction.

e. Termination Notice: If termination is pursued, written notice will be provided as required by law.

14. Attorneys' Fees. In case of any breach of this Lease Agreement that results in legal action, the non-prevailing party agrees to pay all reasonable costs of suit, including reasonable attorney fees.

15. Tenant's Improvements. By executing this Lease, the Tenant accepts the Leased Premises in their present condition, and the Tenant shall make no alterations, improvements, or additions except those in accordance with the Bylaws and Ground Rules, as well as the written building rules in effect, except by the Landlord's written consent. The Tenant owns all buildings or other improvements placed on the Leased Premises. Such buildings and/or improvements may only be transferred as outlined in the Bylaws and Ground Rules.

16. Notices. Any notice or submission required or permitted under this Lease shall be in writing. It shall be deemed to be given when same is received by prepaid registered or certified mail, return receipt requested (as shown on the date of postmark of the return receipt) addressed to the parties hereto as follows:

To the Landlord:

To the Tenant:

President
Texas Airstream Harbor, Inc.
714 Angelina
Zavalla, Texas 75980

Any such party may, from time to time by notice as herein provided, designate a different address to which notices to it shall be sent.

17. Maintenance. Tenant shall maintain the Leased Premises in good, clean condition in accordance with the Bylaws and Ground Rules.

18. Covenants of Title. Landlord covenants and represents to Tenant that Landlord owns fee title to the Leased Premises; that it has full right and authority to lease the same upon the terms and conditions herein set forth; and that Tenant shall peacefully and quietly hold and enjoy the Leased Premises safe from any claims for the full Term hereof so long as Tenant does not default in the performance of any of its covenants hereunder.

19. Nature and Extent of Agreement. This instrument and any exhibits contain the Parties' complete agreement regarding the terms and conditions of the lease of the Leased Premises, and no oral or written conditions, terms, understandings, or other agreements pertaining thereto that have not been incorporated. The laws of the State of Texas shall govern the validity and enforceability of this Lease.

20. Severability. The invalidity or illegality of any provisions shall not affect the remainder of the Lease.

21. Authority to Execute. Landlord and Tenant represent and warrant to each other that each is fully authorized to enter into this Lease without the joinder of any other person or entity. The person(s) executing this Lease on behalf of each such party has full authority to do so, and any and all corporate, partnership, or joint venture action required has been taken.

22. Time of Essence. Time is of the essence in this Lease.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed all in pursuance of proper legal authority as of the day, month, and year first above written.

LANDLORD:

TEXAS AIRSTREAM HARBOR, INC., a Texas Nonprofit Corporation

By: _____

Title: Secretary _____

TENANT:

By: _____

Print Name: _____