

**JB's LANDING LLC**  
**RENTAL AGREEMENT FOR MOBILE HOME SPACE**  
*(This is a legally binding contact. If not understood, seek legal advice.)*

**STATE OF ALABAMA**  
**COUNTY OF SHELBY**

This Rental Agreement made, entered into and executed into on this \_\_\_\_\_ day of \_\_\_\_\_ 2022 between **JB's Landing LLC**, (hereinafter referred to as Lessor) and \_\_\_\_\_ (hereinafter referred to as "Tenant" or "Tenants") in consideration of the mutual covenants contained herein the parties hereto agree as follows:

**1. RENTED PREMISE**

**1.1 SPACE.** Lessor hereby rents to Tenant Lot Number \_\_\_\_\_, located at 7560 Chelsea Road, Columbiana, AL the ("Tenant's Premises") the same being located in the JB's Landing Mobile Home Community (the "Community").

**1.2 USE.** Tenant's Premises shall be used for residential purposes only and must be owner-occupied. Tenant's Premises shall be used in a way which complies with all State, County and Municipal laws and ordinances. Tenant's Premises shall not be used for any disorderly or unlawful purposes or in any manner which would interfere with other residents' quiet enjoyment of their spaces. **There will be no commercial operations conducted on Park property, such as beauty salons, babysitting services, auto repair, etc.**

**2. DURATION AND RENEWAL**

**2.1 TERM OF RENTAL AGREEMENT.** This rental agreement shall be for an initial term of **one month**, the same being the period from \_\_\_\_\_ until \_\_\_\_\_. After the initial term, this Rental Agreement shall renew from month to month thereafter subject to the terms in Section 2.2.

**2.2 RENEWAL.** **Either party may terminate this agreement at the end of the initial term by giving the other party thirty (30) days written notice prior to the end of the term, but if no notice is given, then the agreement will be extended on a month-to-month basis with management reserving the right to change any or all terms with thirty (30) days written notice until terminated by either party upon thirty (30) days written notice.** Under no circumstances will the term of the Rental Agreement exceed a ten-year term. In order for the Tenant to terminate this Rental Agreement, possession of the lot must be returned to the Lessor by the removal of the manufactured home and other personal possessions.

**2.3 POSSESSION:** As the leased premises are in a Community setting with many homes and as the occupancy of one Tenant might interfere with the leasing or enjoyment of other Tenants, therefore, without reflection upon the Tenant, it is agreed and understood that in the event the Tenant, or guests, or occupants of the leased premises shall, in the reasonable judgment of the Lessor, such judgment to be conclusive, engage in any act or perpetrate any conduct that could interfere with the leasing of other spaces or the quiet enjoyment of other spaces by other Tenants, then the Lessor shall have and does reserve the right to terminate this lease and re-enter and take possession of the leased premises at any time, after first giving notice as required by law to terminate this lease.

**3. DEPOSIT AND RENT**

**3.1 DEPOSIT.** A deposit the equivalent of one month's rent will be collected with the first month's rent upon execution of this agreement. Any damage to lot, clean-up fee or past due rent will be deducted from the deposit.

**3.2 AMOUNT OF RENT.** Tenant agrees to pay Lessor the sum of \$\_\_\_\_\_ rent per month for occupancy of the Tenant's Premises. Lessor agrees to provide Tenant with Thirty (30) days written notice of any increase in rent.

**3.3 DATE RENT IS DUE.** Rent is to be paid one month in advance and payments are due on the first day of each month. Failure to pay rent when due constitutes an event of default. Tenant gives permission for Lessor to contact lien holder on home, if any, if Tenant is in arrears.

**3.4 FORM OF PAYMENT.** Tenant must pay rent by check, cashier's check, money order, automatic bank draft or cash. Lessor reserves the right to refuse a personal check. If Tenant pays by cash, it is Tenant's responsibility to obtain a written receipt. It is Tenant's responsibility to confirm that any automatic bank draft payment is confirmed paid on time.

**3.5 LATE RENTAL PAYMENTS.** Lessor may, at its sole discretion, accept rental payments after the date due with an additional Late Fee of \$50. **RENT IS CONSIDERED LATE AFTER THE 5th DAY OF THE MONTH.**

**3.6 RETURNED CHECKS.** In the event the Tenant pays the rent by check and such check is returned due to insufficient funds or for any other reason, such constitutes an event of default. Lessor may, at its sole discretion, accept from the Tenant late rental payments caused by the return of such check. In the event late payment due to a returned check is accepted by Lessor, Tenant agrees to pay a \$25.00 returned check charge in addition to the \$50 Late Payment fee. After a returned check is received payment will not be honored by check for a holding period of 6 months. After receipt of a bad check, payment will be in the form of cash, a bank draft, cashiers check, or money order.

**3.7 WAIVER OF EXEMPTION.** Tenant agrees to waive all exemptions granted under the laws of the State of Alabama and the U. S. Constitution.

**3.8 LEIN HOLDER.** Tenant hereby gives permission for Lessor to contact lien holder of Manufactured home if Lessee is in arrears on rent payment.

#### **4. LESSOR'S DUTIES**

**4.1 WATER SUPPLY.** Lessor will provide utilities for water on Tenant's lots and all lots will be individually sub-metered by July 1, 2022. Two thousand five hundred (2,500) gallons of water will be included with the monthly rent. Tenants will be charged an additional \$7 per 1000 gallons of water used beyond the first 2,500 gallons. Individual meters will be read on the 25th day of each month and any additional water usage charge added to the next month's bill. Tenant will be held responsible for excessive water usage caused by water leaks. Everything on Tenant's side of the submeter will be Tenant's responsibility, and everything on the Community side of the submeter will be Management's responsibility. Failure of a Tenant to fix a leaking water fixture within 30 days of notification may constitute an event of default.

**4.2 GARBAGE AND TRASH SERVICE.** Tenants are responsible for their own Trash Service. Tenant is responsible for setting the container on the designated day at the roadside for pickup, and removing it in a timely manner. It is the responsibility of the Tenant to remove garbage and trash in a timely manner. Failure to do so may constitute an event of default. Any Tenant found leaving trash or garbage on the ground adjacent to their container, or around their mobile home, will be subject to a \$25 fine per occurrence.

**4.3 SEWER SERVICE.** Lessor will provide access to a septic tank system which is included in the rental price. Failure of a Tenant to fix a leaking water fixture within 30 days of notification may constitute an event of default. It is the Tenant's responsibility to hook up to the sewer tank provided by Lessor.

**4.4 CLOGGED SEWERS.** All clogged sewers between trunk line and the septic tank are the responsibility of the Tenant. Tenants must keep their sewer flushed with water and not allow it to clog. If sewer line is clogged or stopped up, the Tenant must pay the charge for cleaning it out provided the clogging is caused by an obstruction caused by Tenant. It is the Lessors responsibility for the upkeep of the septic tank and field line.

## 5. LESSOR'S REMEDIES UPON EVENT OF DEFAULT

### 5.1. WILLFUL VIOLATIONS AND WAIVER OF PERSONAL PROPERTY EXEMPTION:

\_\_\_\_\_(INITIAL) Lessee agrees that failure to pay rental when due shall be presumed to be a willful violation and an event of default of this Rental Agreement.

\_\_\_\_\_(INITIAL) Lessee agrees that failure to vacate the premise after receipt of a duly served termination notice shall be presumed to be a willful violation and an event of default of this Rental Agreement, and such holding over shall be presumed to manifest an absence of good faith. In order to further secure the prompt payment of said rents, as and when the same mature, and the faithful performance by the Tenant of all and singular the terms, conditions, and covenants on the part of the Tenant herein contained, and all damages that the Lessor may sustain by reason of the violation of said terms, conditions and covenants, or any of them, the Tenant does hereby waive any and all rights to claim personal property as exempt from levy and sale, under the laws of any states or the United States.

**5.2 EVENT OF DEFAULT.** Failure of Tenant to perform any obligation created by this Rental Agreement constitutes a willful event of default. Upon the existence of an event of default Lessor has the right to declare this Rental Agreement terminated.

**5.3 NOTIFICATION OF TERMINATION.** In the event Tenant commits an event of default Lessor will notify Tenant of the Non-compliance of the Rental Agreement. Tenant has seven (7) calendar days to remedy the reason for non-compliance. If the reason for non-compliance is not remedied, then Lessor shall issue a Written Notice of Termination of the Rental Agreement for Material Non-Compliance and Tenant then has fourteen calendar days to remedy the non-compliance. Written notice may be accomplished by personal service of the notice, by the leaving of such notice at the Tenant's Premises or by service of the notice in the manner outlined by Section 21 herein.

### 5.4 ABANDONMENT BY TENANT.

A. In the event the Tenant abandons the Tenant's Premises and leaves the Tenant's mobile home, automobile(s), or other personal property on the Tenant's Premises or in the community, the Tenant hereby contracts and hires the Lessor for the storage of such property immediately upon such abandonment. Tenant further agrees that Lessor may charge storage fees for such property in amount equal to all sums due by Tenant to Lessor under this Rental Agreement as of the date of abandonment plus an additional monthly storage fee not to exceed the amount of monthly rental payable under Rental Agreement. Tenant further agrees to pay as an additional storage fee, any costs incurred by Lessor in the removal of Tenant's mobile home and/or personal items from the Tenant's Premises or the Community.

B. Tenant expressly agrees and recognizes that any storage fees, imposed by virtue of paragraph 5.3 A herein, will become a lien on the property of the Tenant so stored.

C. Abandonment will be effectuated by the Tenant upon the existence of the following circumstances:

1. Notification by Tenant to Lessor of Tenant's intent to abandon the Tenant's Premises combined with Tenant's absence from the Tenant's Premises for a period of five (5) days or
2. Failure of the Tenant to Occupy the Tenant's Premises for a period of thirty (30) days combined with the failure of Tenant to pay rent due during such period of non-occupancy.
3. Failure of the Tenant to occupy the Tenant's Premises for a period of fifteen (15) days regardless of the whether the Tenant has paid rent.

**5.5 LIABILITY FOR EXPENSES OF EVICTION AND STORAGE ON TERMINATION.** In the event this Rental Agreement is terminated by Lessor and Tenant refuses to vacate the Tenant's Premises after being given notice of termination as provided in paragraph 5.2 herein, Tenant hereby contracts with and hires Lessor for the removal and/or storage of Tenant's mobile home, automobile(s) and other personal property located on the Tenant's Premises or in the Community. Tenant further agrees that Lessor may charge as fees for storage of such property an amount equal to all sums due by Tenant to Lessor under this Rental Agreement as of the date of termination plus an additional monthly storage fee not to exceed the amount of monthly rent payable under this Rental Agreement. Tenant further agrees to pay, as an additional storage fee, any costs incurred by Lessor.

**5.6 RE-ENTRY.** In the event the Tenant abandons or vacates the leased premises or commits an event of default for which termination notice is issued, then Lessor may re-enter the leased premises. Such re-entry shall not bar the right to recovery of rent or damages for breach of terms nor shall the receipt of rent after conditions broken be deemed a waiver of forfeiture. And in order to entitle Lessor to re-enter it shall not be necessary to give notice of rent due and unpaid or of other conditions broken or to make demand for rent, the execution of this Rental Agreement signed by the parties hereto being sufficient notice of the rent being due and demand for the same, and it shall be so construed, any law, usage or custom to the contrary notwithstanding.

**5.7 LEGAL PROCEEDINGS.** Tenant agrees that any legal proceedings resulting from this Rental Agreement will be held in courts in Shelby County, Alabama.

## **6. IMPROVEMENTS TO PREMISES**

**6.1 PRIOR APPROVAL OF IMPROVEMENTS.** All improvements of any kind and construction on Tenant's Premises must be approved by Lessor prior to the making thereof. Such improvements include but are not limited to: storage sheds, flower beds, trees, shrubbery, cabanas, screened porches, fencing, statues, sidewalks any type of antenna or satellite dish, and building or masonry work.

**6.2 CRITERIA FOR ALLOWABILITY.** In making the determination of allowability of improvements, as required in paragraph 6.1 herein, Lessor's primary criteria will be whether such improvements would promote an overall appearance of beauty in the Community. Top quality workmanship must be employed in making of any improvement. Any fencing must be approved by Lessor prior to construction. **Storage buildings must be movable. No tents or temporary carpools allowed.**

**6.3 IMPROVEMENTS BECOME PROPERTY OF LESSOR ON TERMINATION.** Tenant hereby agrees that any such improvements made to the Tenant's Premises become, upon the termination of this Rental Agreement, the sole property of Lessor.

## **7. TENANT'S DUTIES**

### **7.1 PARKING AND INSTALLATION OF MOBILE HOME**

A. Size and type of mobile home. Any Mobile home to be used on the Tenant's Premises must be at least 14 feet in width and must be approved for use in the Community prior to its installation therein. The mobile home must be heated by natural gas, electricity or propane. When locating and installing Tenant's mobile home on the Tenant's Premises, the Tenant must adhere to the following rules:

B. A 3" reflective lettering system, designating the space number shall be attached post at the driveway for each mobile home to be clearly visible. Lessor is responsible for obtaining and installation of these posts and space numbers. This is to insure 911 emergency services are able to locate your home.

C. The mobile home must be securely tied down in conformance with all local and state statutes and regulations. Mobile Home must be installed by a State of Alabama Certified installer and have an installer sticker attached to it.

D. The mobile home must be skirted within thirty days after the initial parking of the mobile home. Skirting must be attractive and not an eyesore as determined by Lessor. The Lessor reserves the right to request Tenant replace underpinning that has not been authorized. **Underpinning must be kept in good order and repaired/replaced as necessary. Failure to install or repair/replace skirting constitutes a willful event of default.**

E. ALL UTILITIES MUST BE CONNECTED AT THE TENANT'S EXPENSE. It is expressly understood that the care and responsibility for maintenance of all mobile home utility hookups shall be the Tenant's.

F. Each hot water tank used by Tenant must have installed on the pipe leading to such tank a check or backflow device which keeps the water in the tank from running back down the pipe in the event the Community's water supply is shut off. Occasionally the water in the Community may be shut off to make repairs or new connections. Failure of Tenant to repair water leaks within 24 hours of notification shall constitute an event of default.

G. Each Tenant must install a mailbox of the rural use type for delivery of mail.

H. The ownership and management of the Mobile Home Community will not be responsible for anything stored in any designated storage areas (where applicable). The Tenant will store at his own risk.

**7.2 CONDUCT OF TENANT.** In order to create an atmosphere conducive to a pleasant living environment in the Community, Tenant hereby agrees that he/she), his/her) family and guests will abide by the following rules and obligations.

A. **CHILDREN.** Tenant must supervise Tenant's children closely whenever such children are outside the Tenant's Premises.

B. **NOISE.** Tenant agrees to foster an atmosphere of peace and quiet in the Community. Tenant agrees to play softly any device which emits noise located on the Tenant's Premises or in the Community. Tenant further agrees to refrain from excessive noise of any kind on the Tenant's Premises or in the Community.

C. **PRIVACY.** Tenant agrees to respect the privacy of other Tenants in the Community. No uninvited intrusion by the Tenant, the Tenant's family, pets or guests on spaces of other Tenants of the Community will be made.

D. **ANTENNAS.** While television and citizen band radio antennas are permitted in accordance with paragraph 6.1 herein, regardless of the proper appearance of such antennas, such must be installed and adjusted by the Tenant so such does not interfere with television or radio reception or computer usage by other Tenants of the Community.

E. **SPEED LIMIT.** Tenant agrees to obey a speed limit of 10 miles per hour for all vehicles being driven in the Community. No joyriding of minibikes, ATV's, go-carts, motorcycles or any other motorized vehicle is permitted in the Community.

F. **PETS.** See the Rules and Regulations page for pet guidelines. JB's Landing LLC updates guidelines periodically. It is the Tenant's responsibility to inquire about current Park rules concerning pets if Tenant's situation changes regarding pets. JB's Landing LLC assumes no responsibility for damage or injuries caused by pets. Failure to abide by pet guidelines will constitute an event of default by the Tenant.

G. **ALCOHOLIC BEVERAGES.** Alcoholic beverages are not to be consumed in the Community other than on the Tenant's Premises.

H. **LAWS.** All federal, state, and county laws and all local regulations or ordinances must be obeyed by Tenant. Violations of any federal, state, county or local laws will constitute a default under the terms of this Agreement.

**7.3 MAINTENANCE AND APPEARANCE OF PREMISES.** In order to facilitate the appearance of beauty in the Community the Tenant hereby agrees to abide by the following rules and obligations:

A. **GRASS.** All grass on the Tenant's Premises must be kept regularly cut. In the event Tenant does not cut such grass, in addition to the other remedies Lessor may have by virtue of the Rental Agreement, Lessor may, after 24 hours' notice to Tenant, hire another to cut Tenant's grass at the Tenant's expense. Any such costs of cutting are to become sums due as rent in accordance with paragraph 3.1 herein.

B. **GARBAGE.** Tenant agrees to put all garbage in sealed bags in the containers provided by the Garbage Service. Garbage must not be allowed to accumulate on the Tenant's Premises and must be kept in sanitary condition. The burning of trash or any other combustible material by the Tenant on the Tenant's Premises or in the Community is prohibited.

C. **ADVERTISING.** Tenant will refrain from displaying any advertising signs, such as "FOR SALE" signs on the Tenant's Premises, except approved signs for their mobile homes which must be approved prior to erecting.

D. **REPAIR OF VEHICLES.** The Tenant is prohibited from repairing or overhauling any vehicle on the Tenant's Premises or in the Community with the exception of minor repairs which can be accomplished within 48 hours. There shall be no parking of inoperative vehicles on the premises for over 48 hours.

E. **PARKING.** No vehicle of any kind, including campers, may be parked on any area of the Community not designated for parking. Tenant must limit the number of vehicles parked on the Tenant's Premises to TWO unless more are approved by the Lessor. Tenant may not park vehicles in the driveway, although temporary parking of vehicles on the street by guests is permitted. Any other item, including trailers, motorcycles, campers, boats, etc., must have written approval from Lessor.

F. **GENERAL APPEARANCE:** Tenant's premises should be free of clutter including but not limited to: wood not uniformly stacked, piles of cans, trash, toys strewn all over the yard, building materials not used within a reasonable time frame, old appliances, discarded furniture, lawnmowers, approved boats, ATV's, motorcycles, etc. Grass and weeds should be cut neatly at the edge of the skirting and should not be allowed to grow up under or beside equipment neatly stored in the yard. Management reserves the right to determine what constitutes an acceptable appearance overall.

**7.4 OTHER COMMUNITY REGULATIONS.** Tenant hereby agrees to be bound by the regulations attached hereto as Exhibit "A" and made a part hereof. Tenant acknowledges receipt of the JB's Landing Community Policy Statement, attached hereto as Exhibit "B", and made a part hereof. Exhibits "A" and "B" may be amended by Lessor upon 30 days written notice to Tenant.

**8. REQUIRED FEES AND NOTICE OF TERMINATION**

**8.1 FEES.** At or prior to the time at which the Tenant takes possession of Tenant's Premises, the Tenant agrees pay a lot cleanup fee equal to a sum of One Months Rent, such sum to be kept by Lessor pending full compliance by the Tenant of all the obligations outlined by paragraph 8.2 herein. Failure to pay the fee constitutes a willful event of default.

**8.2 NOTICE OF TERMINATION AND CLEANING OF PREMISES.**

A. Tenant agrees to give Lessor thirty (30) days notice of Tenant's intent not to renew this Rental Agreement by preparing and delivering to Lessor written notice.

**B. RENTS OWED AT VACATING WILL BE DUE AND PAYABLE IN FULL BY CASHIER'S CHECK, CASH OR MONEY ORDER BEFORE THE MOBILE HOME IS REMOVED.**

C. Upon removal of the Tenant's mobile home from the Tenant's Premises all parts of the Tenant's Premises must be clean of all garbage and trash and the lawn of the Tenant's Premises must be cut.

D. Removal of Tenant's mobile home must not damage any utility connections. Tenant accepts responsibility.

**9. OCCUPANTS:** The manufactured home shall be used as a residential dwelling for the below named Tenant(s) and the below named Occupants. There may be no more occupants of the mobile home than those listed in the Rental Application and **in no case no more than two persons per bedroom.** Mobile home must be occupied by Owner of Mobile Home. Allowing other persons to reside within the manufactured home shall be a breach of this Rental Agreement, and Lessor may terminate the Rental Agreement for and on account of this breach as allowed by state law.

Tenant's Name	Age
Occupant's Name	Age
Occupant's Name	Age
Occupant's Name	Age
Occupant's Name	Age
Occupant's Name	Age

**10. HOMEOWNERS INSURANCE.** Management has informed the Tenant that he should obtain Homeowner's and Public Liability Insurance necessary to cover any event that may arise.

**11. ASSUMPTION OF RISK AS TO OTHER AREAS IN THE COMMUNITY.** Tenant hereby agrees to assume any and all risks associated with the use of Community common areas including, but not limited to, playgrounds, automotive parking space, streets, and other recreational facilities.

**12. FORCE MAJEURE.** All obligations imposed by this Rental Agreement, except the payment of money, shall be suspended while compliance is prevented in whole or in part by any cause or causes beyond the reasonable control of the party upon which such obligation is imposed, including but not limited to, strikes, fires, wars, civil disturbances, acts of God, by federal, state or municipal laws, by any rule or regulation or order of the governmental agency or by inability to, after diligent efforts, secure materials.

**13. WAIVER.** No waiver of performance by any party hereto shall be deemed a waiver of future performance by such party.

**14. ASSIGNMENT, SUBLEASE and LEASE-PURCHASE FORBIDDEN.** The rights and duties of Tenant under this Rental Agreement may not be assigned or delegated by such Tenant without the prior written consent of Lessor. Tenant may not enter into a sublease with regard to any portion of the Tenant's Premises without the prior written approval of Lessor. Should Tenant desire to sell his Mobile home Tenant must be aware that he may not execute a lease-purchase agreement and have subject mobile home remain in Rental Space. The current lien holder on the mobile home must approve any sale of a home to remain in the park. See Exhibit "B" for other criteria.

**15. COMMUNITY MANAGEMENT.** The entity authorized to manage the premises is JB's Landing LLC located at 6720 Chelsea Road, Columbiana, AL 35051. The persons authorized to act for an on behalf of the owner for the purpose of service of process and receiving and receipting for notices and demands are Jessica Frantz, James Hale and Jackie Hale.

**16. ENTIRE AGREEMENT.** This Agreement is intended as a final expression of agreement between the parties hereto and is intended to be a complete and exclusive statement of the terms hereof. Each party recognizes that there are no prior or contemporaneous oral or written agreements between the parties hereto.

**17. SEVERABILITY.** Should any part, term or provision of this Rental Agreement be declared by any court to be illegal or in conflict with any laws of any state or jurisdiction wherein this Rental Agreement is to be performed, the validity of the remaining portions, terms or provisions shall not be affected thereby and the said illegal part, term or provision shall be deemed not to be a part of this Rental Agreement.

**18. TIME IS OF THE ESSENCE.** Time shall be of the essence in the performance of all obligations created by this Rental Agreement.

**19. RULES AND REGULATIONS.** Any rules and regulations printed separately are specifically assented to and accepted as part of this Rental Agreement. VIOLATION OF ANY OF THE RULES AND REGULATIONS SHALL CONSTITUTE AN EVENT OF DEFAULT AND WILLFUL VIOLATION OF THIS RENTAL AGREEMENT.

**20. EMINENT DOMAIN.** If the whole or any part of the demised premises shall be taken by Federal, State, County, City, or other authority for public use or under any statute, or by right of eminent domain, then when possession shall be taken thereunder of said premises or any part thereof, the term hereby granted and all rights of the Tenant hereunder shall immediately cease and terminate, and the Tenant shall not be entitled to any part of any award that may be made for such taking, nor to any damages thereof except that the rent shall be adjusted as of the date of such termination of the Rental Agreement.

**21. NOTICE.** All notices required to be given herein between parties hereto, except as otherwise specified, shall be given in writing and shall be delivered by mail or messenger addressed to the parties as follows:

**A. LESSOR**

**JB'S LANDING LLC  
James &/or Jackie Hale  
6720 Chelsea Road  
Columbiana, AL 35051**

**[JBsLanding@gmail.com](mailto:JBsLanding@gmail.com)**

**James: 205-478-1332**

**Jackie: 205-862-8851**

**B. TENANT'S CONTACT INFORMATION**

**Name:** \_\_\_\_\_

**7560 Chelsea Road, Lot #** \_\_\_\_\_  
**Columbiana, AL 35051**

**Email:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

Such notices shall be deemed given if dispatched by post, on the second day after such posting.

**22. MODIFICATION.** No terms of this Rental Agreement may be modified or amended without the prior written consent of both parties hereto except for those changes allowed by paragraph 3.2 and 7.4.

**TENANT REPRESENTS TO LESSOR THAT HE (SHE) HAS READ AND UNDERSTANDS ALL TERMS OF THIS RENTAL AGREEMENT PRIOR TO HIS (HER) EXECUTION THEREOF.**

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**TENANT'S SIGNATURE**

By: \_\_\_\_\_  
**TENANT'S PRINTED NAME**

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**LESSOR'S SIGNATURE**

By: **JAMES OR JACKIE HALE on behalf of JB's Landing LLC**



**JB's LANDING MOBILE HOME COMMUNITY**  
**EXHIBIT A**  
**GENERAL RULES AND REGULATIONS**

**TO OUR TENANTS:**

James & Jackie Hale welcome you to our Mobile Home Community. It is our desire to provide you with a comfortable style of living in pleasant surroundings. In an effort to maintain our high standards, in an atmosphere you will enjoy, it is necessary that the following requirements be met:

1. All rents and charges for services are payable in advance on the first day of each month. Any prospective Tenant desiring to reserve a lot will be charged a deposit equivalent to one month's rent, plus rent for each month reserved. Tenant agrees to pay a \$50 late charge if the rent is not paid by the 5th of the month. Therefore, on the 6th day of the month, \$50 will be added to the account each month, until the account is paid in full.
2. After your application has been accepted and you are so notified and subsequently arrive at the Community, all residents must provide our office with their telephone number, listed or unlisted, for emergencies and office procedures.
3. In order to insure an orderly development of the Community, storage sheds must be approved by management as to size type and location. All storage sheds must be the portable manufactured type. **Site built sheds are not allowed.**
4. We welcome residents who have a desire to plant flowers, shrubs, and other aesthetic improvements. However, we must maintain an overall appearance of beauty in the Community and all work must be of top quality. When you plan to plant or build something, it is imperative that you contact us and **GET APPROVAL BEFORE GOING AHEAD WITH ANY WORK.**
5. Cabanas, screen porches, gazebos, etc must be approved by management, both in design and material before permission will be given for their construction. **NO TENTS OR TEMPORARY GARAGES ARE ALLOWED.**
6. Air rifles, B-B guns, bows and arrows, and sling shots may not be used in the Community.
7. No open fires are permitted.
8. Trespassing through another mobile home space is prohibited.
9. Tenants or their guests who destroy the property of the Community, intentionally or accidentally, will be charged the cost of repairs.
10. Peddling, soliciting, or commercial enterprises are not allowed in the Community.
11. All complaints must be made in writing to management. Our email address is
12. Rent checks should be made out to **JB's Landing.**
13. Mobile homes for sale in the community must be registered for sale with management before a "FOR SALE" sign can be placed on the home.
14. There shall be no parking of inoperative vehicles over 48 hours.
15. Children must not be allowed to play in the streets.
16. There may be no more occupants of the mobile home than those listed in the Rental Application and **in no case no more than two persons per bedroom.** Mobile home must be occupied by Owner of Mobile Home.
17. Tenant and Tenant's family may keep a maximum of one pet, which may be a dog no larger than 40 pounds in weight. Two smaller dogs, weighing less than 40lbs total, may be allowed. The dog may not be an aggressive breed and the breed and dog must be approved by Lessor. No pet shall be allowed to go outside the Tenant's Premises unless on a leash that is no longer than 6ft in length. Dog pens or fencing is encouraged and must be approved by Management. Pets must not be allowed to cause damage to the yard of the Tenant's Premises or to other areas of the Community. No pets are allowed in the common areas unless on a leash.

I certify that I am aware that the Community has restrictions regarding pets, and that I am in compliance with these restrictions. I understand that any future pet must be in compliance with the restrictions in effect at the time I obtain the pet.

**Pets I currently have at JB's Landing are as follows:**

**DOG:** Breed \_\_\_\_\_ Weight \_\_\_\_\_

Name: \_\_\_\_\_

**DOG:** Breed \_\_\_\_\_ Weight \_\_\_\_\_

Name: \_\_\_\_\_

**CATS (#)** \_\_\_\_\_ (Cats must be indoor pets)

Color: \_\_\_\_\_ Color: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

**NONE:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

Printed Name: \_\_\_\_\_

Lot # \_\_\_\_\_

**JB's LANDING MOBILE HOME COMMUNITY  
EXHIBIT B  
POLICIES**

**RENTAL POLICY**

JB's Landing LLC will rent mobile home spaces to Tenants who are owner-occupants only. The owner must be approved through the standard application process. Mobile homes in the Community are not allowed to be rented or subleased. Lease-purchase is not acceptable.

**PET POLICY**

JB's Landing has a pet policy to allow one pet per space. If the pet is a dog, it can weigh no more than 40 pounds. Two small indoor dogs, whose combined weight is less than 40 pounds (or indoor cats), may be approved as an exception to this rule. The dog(s) may not be an aggressive breed and the breed and dog must be approved by Management. No pet will be allowed outside the Tenant's premises unless it is on a leash (leash length no longer than 6ft) and accompanied by the Tenant. Dogs and cats must have annual rabies vaccinations. **Pets should not reproduce.** All pets must be registered with Management in order to be approved, and this process includes completion of a form. Management is not responsible for any damage or injuries caused by pets.

**NUMBER OF OCCUPANTS**

Management restricts the number of persons living on a space to 2 per bedroom. For example, in a 2 bedroom mobile home, 4 persons may occupy the mobile home.

**AGE & SIZE OF MOBILE HOMES**

Mobile homes moving into the Community must have been manufactured in 2002 or later. (If you are still living in the home and it is over 20 years old, it does not need to move until it is sold.) Except for the lots which require smaller homes, all homes must be at least 14 X 70.

**RESALE OF MOBILE HOMES IN THE PARK**

Management reserves the right to determine if a home may stay in the Park once it is sold. As a general rule, any mobile home over 20 years old may not be sold and remain in the Park. (If you are still living in the home and it is over 20 years old, it does not need to be moved until it is sold.) Management must be notified when the home is offered for sale and when the home is sold. A copy of the executed sales agreement must be submitted to Management. All purchasers of mobile homes must be approved **in advance of the sale** by Management if the home is to remain in the Park. Proof of the age of the home must be submitted if the home is to be sold and remain in the Park. Any Tenant selling a mobile home in the Park is responsible for the rent on a space until such time as the home is moved or sold to approved purchasers who have signed a Rental Agreement and paid the first month rent in advance. Management must be notified in advance when a home is scheduled to be moved from the Park.

**SATELLITE DISHES**

Small dishes no larger than 3 feet in diameter will be allowed in the Park. Placement of the dish must be approved by Management.

**SWIMMING POOLS**

Above ground swimming pools are not allowed.

**TRAMPOLINES**

Trampolines **must be enclosed in a fence** and must be covered by the Tenant's homeowner's insurance policy.

**OTHER PLAYGROUND EQUIPMENT and LAWN FURNITURE**

Swing sets, temporary inflatable or "baby" pools, and lawn furniture should be confined to your Lot space and kept in a neat and orderly manner. Please keep grass cut around any yard items and have a place to store temporary or seasonal equipment.

**SEASONAL/HOLIDAY YARD DECORATIONS**

Holiday decorations outside your trailer are allowed, but should be removed promptly after that holiday season is over.