

628 Map

Manufactured Home Community Lease Agreement
State of Michigan

This lease agreement is made on this 17th day of July, 2014, by and between Andrews Estates, community, and hereinafter referred to as LANDLORD, whose address for purpose of record and receipt of all notices, payments and correspondence under Michigan Compiled Laws (MCL) 554.631 to 554.641 is:

12034 E. Michigan
Galesburg, MI 49053

and Chris Caserly, hereinafter referred to as TENANT and/or RESIDENT. Whereas, in consideration of the rent, covenants and agreements to be kept and performed by RESIDENT hereunder, LANDLORD leases to RESIDENT and RESIDENT leases from LANDLORD the premises subject to the terms and conditions set forth in this lease. LANDLORD hereby leases to RESIDENT the premises designated as follows:

Home Site Number: _____
Home Address: 628 Maplewood

The manufactured home site is comprised of the area on which the home is installed, together with the patio area, driveway, or contiguous parking area(s), if any, and the lawn area which Resident is required to maintain. The manufactured home site does not have any fixed boundaries, lot lines or square footage and the actual size of the site may vary from time to time, during this lease term or any extension of this lease, depending upon the size of the manufactured home which are, or may be, installed on the adjacent sites.

Occupancy

Said premises are to be used exclusively and solely by RESIDENT for a manufactured home residence and is to be occupied solely and exclusively as a private dwelling by the above named RESIDENT(S) and the following named persons:

Name	Identification
_____	_____
_____	_____
_____	_____

RESIDENT shall inform LANDLORD of any changes or additions in occupancy, and provide the names of all such occupants.

Owner of Record

RESIDENT warrants and expresses that RESIDENT is the owner of the manufactured home and that RESIDENT'S name appears on the Certificate of Title. All homes located in the community must be titled by the State of Michigan and a copy of such title must be provided to management.

Term

This lease shall be for a period of 12 months commencing on August 1, 2014 and terminating on July 31, 2015. If

RESIDENT takes possession of the premises prior to the commencement date of this Lease, RESIDENT shall pay rent at the rate and in the manner required by this Lease and such possession in all other respects shall be subject to the applicable provisions of this Lease. In the event LANDLORD is unable to deliver possession of the premises due to failure or refusal of a previous occupant to vacate, the term shall commence when LANDLORD is able to deliver possession. LANDLORD assumes no liability for the failure or refusal of a previous occupant to vacate or for other causes beyond LANDLORD'S reasonable control.

Renewal of Lease/Month to Month Tenancy

At least thirty (30) days prior to the expiration of the lease term, RESIDENT may be offered a new lease and advised of any changes in the base rent. RESIDENT is not obligated to enter into a new lease. If the Lease is not renewed but RESIDENT continues in possession, the tenancy shall be from month to month. As a month to month Resident, rent shall be such amount as LANDLORD may lawfully establish and RESIDENT shall be subject to all provisions of this Lease, which may be applicable and consistent with a month to month Resident.

Rent

RESIDENT shall pay onto LANDLORD the total sum of \$ 280.00 (which shall include the base rent and any additional MONTHLY CHARGES as listed below), on or before the first day of each month during the term of the Lease Agreement. All rents shall be paid by personal check, with the permission of the LANDLORD, or by money order, to the LANDLORD at the community office as above written. Rental payments may be mailed, paid in person or placed in the LANDLORD'S lockbox which is located at the community office.

If LANDLORD shall institute legal action against RESIDENT based on a default in the payment of rent, then RESIDENT shall reimburse LANDLORD as allowed by law, for the expenses including attorney fees, incurred by LANDLORD, and that the amount of these expenses shall be deemed to be additional rent and shall be due from RESIDENT to the LANDLORD at such time as the rent is paid, unless otherwise agreed upon by LANDLORD.

LANDLORD shall be entitled to a lien upon the home for unpaid rent in accordance with MCLA 600.5714 (1)(a) and 600.5775 (2)(f).

Continued Liability for Rent

RESIDENT'S liability for payment of rent will continue until:

- 1) The manufactured home is removed from the leased site in accordance with the terms of this Lease and the Community Guidelines.
- 2) The manufactured home is sold in accordance with all provisions regarding on-site resale of homes as contained in the Community Guidelines.
- 3) The lienholder becomes responsible to the LANDLORD for payment of rent.

Late Fee

The RESIDENT agrees to pay a late fee of \$ 25.00 per month for rents not received or delivered to LANDLORD at the above address on or before the fifth day of the month.

If a RESIDENT'S rental payment is made by personal check and said check is returned denied by the financial institution, for any reason, RESIDENT shall pay a Returned Check Fee (listed below). Once a payment has been returned, and if the grace period for payment of rent has expired, then the rent is also past due and will incur all other charges associated with the delinquent rent. Payment may only be made by guaranteed funds for current and all future payments. The RESIDENT shall lose all check privileges if their check is denied. However, at the LANDLORD'S discretion RESIDENT may be permitted to have check privileges reinstated after a period of six (6) months of timely rental payments after receipt of the first returned check. If check privileges are reinstated and should the RESIDENT ever have another check denied, RESIDENTS check privileges will be permanently revoked.

Recurring Charges

	Other Charges (per occasion)
Site Rent	\$ <u>280.00</u>
Late Fee	\$ <u>25.00</u>
State School Tax	\$ _____
Returned Check Fee	\$ <u>25.00</u>
Other Occupants	\$ _____
Trimming Site	\$ _____
Pet Fee	\$ <u>10.00 per pet per mo (limit 2)</u>
Edging Site	\$ <u>25.00</u>
Premium Site	\$ _____
Mow & Trim Site	\$ <u>25.00</u>
Water/Sewer Charges (based on monthly Meter reading)	

Maintenance & Repair charges per hour with one hour minimum, per occasion.

	\$ <u>25.00 per hr.</u>
Other	\$ _____
Other	\$ <u>✓</u>

Utility Charges

The RESIDENT shall pay all charges made against the premises for gas, heat, electricity during the continuance of this Lease as the same shall become due. Such charges shall be based upon meter readings. Charges for water and sewer, if any, are to be paid to Consumers Energy

Maintenance Charges

Each RESIDENT shall be responsible for their own lawn maintenance (e.g. mowing, trimming, edging, etc.). In the event RESIDENT neglects to maintain the site, LANDLORD shall notify RESIDENT to take corrective action within a reasonable number of days after the date of said written notice, and if RESIDENT fails to bring the site into compliance within that time management shall have the right to enter upon the leased site and perform any and all necessary maintenance and the charges incurred as a result thereof shall be the sole responsibility of the RESIDENT and furthermore shall be deemed to be rent and shall be collectable as rent.

There shall be a one (1) hour minimum fee if LANDLORD provides any of the services outlined herein. LANDLORD reserves the right to raise or lower said fees, charges, or assessment set forth above. However, LANDLORD agrees to provide RESIDENT with no less than thirty (30) days written notice of any such change.

Security Deposit

A security deposit in the amount of \$ 280.00 is due and payable upon signing of this Lease Agreement for the faithful performance of all terms and conditions of this Lease Agreement and the Guidelines. The Security Deposit will be used in accordance with the MCLA 554.601 to 554.616. RESIDENT shall receive no interest on said deposit. Failure of RESIDENT to provide LANDLORD a forwarding address relieves LANDLORD from its duty to provide an itemized list of damages claimed and/or the refund of any portion of the security deposit to RESIDENT within forty-five (45) days after the termination of tenancy. RESIDENT is not entitled to apply security deposit to rent nor will the security deposit serve as the last payment of rent due.

Use of Premises

RESIDENT shall use and occupy the premises in a clean and wholesome manner and in compliance with all applicable government requirements, including all public health and police regulations, including all rules promulgated by the State of Indiana relating to such occupancy to the full extent permitted by law. RESIDENT shall not use or operate any equipment or machinery that is harmful to the premises or which is disturbing to other RESIDENTS of the community. RESIDENT shall not employ any person or persons in or about the premises whose employment may, by law, constitute or create a liability on the part of the LANDLORD.

RESIDENTS, their guests, agents, invitees or other occupants are prohibited from generating, manufacturing, storing, testing, discharging, releasing, burying, or disposing on, under or about the lease site, or any area in the community, and from transporting to or from the leased site or other area of the community, any hazardous substance.

Condition of Premises

RESIDENT agrees that no representation as to the condition or repair of the premises, and nor promise to alter, repair or improve the premises has been made except as contained in this Lease. RESIDENT shall keep the premises during the term of this Lease, in good repair, and at the expiration thereof, yield and deliver up the same in like condition as when taken.

Improvements and Alterations

RESIDENT shall make no alterations to the leased site without LANDLORD'S prior written consent. Any building permits which may be required by the local government must also be obtained by RESIDENT and a copy of the building permit must be provided to LANDLORD. All improvements and/or alterations must be performed in accordance with the Community Guidelines.

Reserved Right to Enter The Premises

LANDLORD shall have the right to enter onto the leased site to inspect, repair, or make alterations or additions to the premises or the utilities situated on the leased site, or for the purpose of protecting the community. LANDLORD may enter the leased premises at all reasonable times, but not in such a manner or at such time as to interfere unreasonably with the RESIDENT'S quiet enjoyment of the leased premises. LANDLORD shall have no right to enter a manufactured home unless the RESIDENT'S prior written consent is obtained or, if such written consent is not obtained, then LANDLORD can only enter the RESIDENT'S manufactured home to prevent imminent danger to the occupants of the manufactured home, to other residents of the community or to the community.

628 Map

Community Guidelines & Amendments

The Community has a set of Rules and Regulations governing the policies and requirements of all RESIDENTS. These Rules and Regulations are also referred to as the Community Guidelines.

The RESIDENT hereby acknowledge receipt of a copy of the current Community Guidelines and furthermore agrees to abide by all Guidelines contained herein and shall also comply with all LANDLORD'S changes and additions to the Guidelines that are permitted under law. RESIDENT further acknowledges that violation thereof shall be grounds for eviction, pursuant to MCLA 600.5775.

Quiet Enjoyment

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

Pets

No animals or pets of any kind shall be kept on the premises other than these expressly permitted by LANDLORD and registered in accordance with the Community Guidelines.

Right to Mortgage

LANDLORD shall have the right to subordinate this Lease to any mortgage now or hereafter place on the premises or the Manufactured Home Community. At LANDLORD'S request, RESIDENT shall execute and deliver such documents as may be required in order to accomplish the purpose of this paragraph.

Landlord's Non-liability

Except as otherwise provided by law, LANDLORD shall not be liable for damages to persons or property sustained by the RESIDENT or RESIDENT'S employees, servants, invitee or other persons due to the premises becoming out of repair or arising from bursting, stoppage or leakage of gas, steam, water or sewer pipes, or from defective wiring, unless such damage is proximately caused by the negligence of LANDLORD. LANDLORD shall not be responsible for liable to RESIDENT for any loss or damage that may be occasioned by or through acts of omissions or persons occupying adjoining premises or any part of the premises adjacent to or connected with leased premises, unless such liability arises from LANDLORD'S failure to perform duty or negligent performance of a duty imposed by law. In addition, LANDLORD shall not be liable for any damage or injury to any person or property which occurs on the premises resulting from the use of the playground or recreational facilities of LANDLORD unless such damage or injury shall be caused by LANDLORD'S failure to perform a duty or negligent performance of a duty imposed by law.

Resident's Liability

RESIDENT accepts the condition of the subject property, waiving any inspection of same by LANDLORD and repair of defects, if any. RESIDENT further agrees to indemnify LANDLORD against loss or liability arising out of RESIDENT'S use of the property, including those using the property with the RESIDENT'S consent. RESIDENT shall be responsible for insuring his own personal property. Any personal property placed on the subject premises shall be at the sole risk of the RESIDENT.

Fire to Manufactured Home

In the case of fire or other damage to RESIDENT'S manufactured home located on the premises, RESIDENT shall remain responsible for payment of rent during the balance of the lease term set forth herein, unless said manufactured home is removed from the premises and in that event RESIDENT is responsible only for additional one (1) month's rent as liquidated damages herein. Failure of a RESIDENT to immediately repair, secure or remove a fire damaged manufactured home shall be grounds for eviction.

Eminent Domain

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

Landlord's Approval of Home

RESIDENT shall secure the prior written consent of LANDLORD before locating any manufactured home on the premises.

Assignment or Subletting

The RESIDENT agrees and acknowledges that this Lease Agreement shall not be assigned or sublet.

Resale/Transfer of Manufactured Home

The right to occupy a home on the leased site is not unconditionally transferable with the sale or transfer of title to the manufactured home. To ensure that the purchasers of your home, should you decide to sell it, will be permitted to keep and occupy the home on the leased site, RESIDENT must comply will all provisions regarding on-site sale of home contained in the Guidelines.

Notice of Intention to Vacate

LANDLORD must receive, from month to month Residents, at least thirty (30) days notice, in writing, of RESIDENT'S intention to remove the manufactured home from the community. RESIDENTS who have a written lease and who intend to remove the home at the expiration of the lease, must provide LANDLORD at least thirty (30) days prior to the expiration of the lease term, in writing, of RESIDENT'S intention to remove the manufactured home from community. Forms for notifying LANDLORD of RESIDENT'S intention to vacate are available in the community office for RESIDENTS convenience. RESIDENT'S failure to provide a timely written notice will result in RESIDENT'S continued liability for payment of rent for a thirty (30) day period commencing with the date LANDLORD actually received written notice of RESIDENT'S intention to vacate or if the manufactured home is removed without any prior written notice to LANDLORD, then RESIDENT shall remain liable for rent for a thirty (30) period commencing with the date the home was actually removed from the community. The removal of a home by RESIDENT prior to the expiration of the lease term may result in the RESIDENT'S continued liability for rent until the expiration of the lease term or until LANDLORD is able to lease the manufactured home site, whichever occurs first.

628 Map

Removal of Home by Landlord

If LANDLORD is required to remove RESIDENT'S manufactured home from the leased site for any reason, including but not limited to, RESIDENT'S abandonment of the home or LANDLORD'S right to remove the home pursuant to an Order of Possession, RESIDENT shall be responsible for any and all expenses incurred in removing the manufactured home or other property from the leased site. Any property which is left on or about the leased site at the time RESIDENT vacates the premises shall be deemed to be abandoned by RESIDENT and RESIDENTS hereby authorize LANDLORD to dispose of same as abandoned property.

Default

If the RESIDENT should default under this Lease, the Community Guidelines, or if the RESIDENT(S) statements in the Rental Application are incorrect, LANDLORD shall have the right, among others, to terminate this Lease and to repossess the premises and cause the RESIDENT to vacate the premises in the manner provided by law.

Attorney Fees

If LANDLORD shall institute legal proceedings against RESIDENT for termination of tenancy pursuant to MCLA 600.5775, LANDLORD shall be entitled to reimbursement by RESIDENT for all expenses incurred in obtaining possession of the premises as provided by law. If an action for possession is based on RESIDENT'S default in the payment of rent, then RESIDENT shall reimburse LANDLORD and such expenses shall be deemed to be additional rent, due and payable by RESIDENT at such time as the rent is paid, whether prior to or subsequent to the entry of a judgement of possession.

Entire Agreement

This Lease Agreement constitutes the entire agreement between the parties and may not be modified unless in writing and executed by the parties as provided herein.

Adjustments in Lease

LANDLORD shall have the right to make the following adjustments in this Lease upon at least thirty (30) days written notice to RESIDENT:

- A. Changes required by federal, state or local law or rule or regulation.

- B. Changes to the property, including the premises, which are required to protect the physical health, safety or peaceful enjoyment of the residents and guests in the community.

Modifications of Lease

No modifications of this Lease shall be binding unless in writing, signed by the RESIDENT and by an authorized agent of LANDLORD, and countersigned by an officer of LANDLORD.

Severability

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

Waiver

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

Joint and Several Liability

In the event that this Lease should be signed as RESIDENT by more than one person, then the liability of the persons signing shall be joint and several.

Remedies Not Exclusive

Each of the rights provided in this Lease shall be cumulative.

Lease Binding

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

Interpretation

This Lease shall be construed according to the laws of the State of Indiana.

Neutrality Of Gender Based Pronouns

In any provision of this Lease Agreement, the singular shall include the plural, the plural the singular, the male the female or neuter, the female the male of neuter, the neuter the male or female as the circumstances require.

628MAP

YOU (TENANT) MUST NOTIFY YOUR LANDLORD IN WRITING WITHIN 4 DAYS AFTER YOU (TENANT) MOVE OF A FORWARDING ADDRESS WHERE YOU (TENANT) CAN BE REACHED AND WHERE YOU (TENANT) WILL RECEIVE MAIL; OTHERWISE YOUR LANDLORD SHALL BE RELIEVED OF SENDING YOU (TENANT) AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.

NOTICE

MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH IN RENTING ACT. IF YOU HAVE ANY QUESTIONS ABOUT THE INTERPRETATION OR LEGALITY OF THE PROVISIONS OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.

The parties hereto have set their hands and seals on the day, month and year above written.

Witness for Authorized Agent

Russella Cotton 7-17-14

Authorized Agent for Landlord

Witness for Tenant

[Signature] 7/17/14

Tenant's Signature

Witness for Tenant

Tenant's Signature

RECEIPT OF RULES AND ELECTION NOT TO ENTER INTO WRITTEN LEASE

The undersigned hereby acknowledges receipt of the Rules and Regulations and that he or she has been offered a written Lease Agreement pursuant to Michigan Statutes Section 28(g) of Act No. 96 of the Public Acts of 1987 and has elected not to enter into said written Lease Agreement.

Tenant's Signature

Tenant's Signature

LEASE AGREEMENT

640 Map

THIS LEASE AGREEMENT (Lease) is made this 1st day of July, 19 99, between the Lessor James Andrew ("Management") whose address for the purpose of notice under Michigan Compiled Laws ("MCL") 554.631 to 554.641 is 12034 E. Michigan Halesburg, Mi and the Lessee, Kevin Bradley ("Resident").

IN CONSIDERATION of Resident's representations in Resident's application for tenancy, and Resident's payment of the rent and performance of the other provisions of this Lease, Management leases to Resident Lot No. 640 ("premises") in the mobile home park complex commonly known as Andrews Estate Home pt, located at Maplewood 12034 E. Michigan

1. **Occupancy.** Only the following individuals may occupy the premises, and should any other persons occupy said premises, it shall be considered a material default of this Lease:

NAME	FAMILY RELATIONSHIP
<u>Lorrie Bradley</u>	<u>Wife</u>

2. **Term.** This Lease shall be for Month + 10 months beginning the first day of July, 19 99. If Resident takes possession of the premises prior to the commencement date of this Lease, Resident shall pay rent at the rate and in the manner required by this Lease and continues in possession after the end of this Lease and if the continuation of possession is with Management's prior written consent. As a month to month tenant, Resident's rent shall be such amount as Management may lawfully establish, and Resident shall be subject to all provisions of this Lease which may be applicable and consistent with a month to month tenancy.

3. **Rent.** During the term of this Lease, Resident shall pay \$ 190.00 rent per month in advance on the first day of each month commencing with the commencement date of this Lease.

4. **Late Charge.** Resident shall pay a late charge of \$ 20.00 after 5th if the monthly rent is not received by Management on the due date.

5. **Security Deposit.** At the same time this Lease is signed, Resident will deposit \$ 190.00 with Management ("Security Deposit"), which may be used only for the purposes permitted under the Security Deposit Act (MCL 554.601 to MCL 554.616). Resident shall receive no interest on the Security Deposit held by Management, and Management shall be entitled to use said Security Deposit as may be allowed by law. **Security deposit is forfeited if lease is not fulfilled.**

6. **Purpose.** Resident is to occupy the premises as a private dwelling and for no other purpose whatsoever.

7. **Parking.** If parking space(s) are provided in conjunction with the lease of the premises, Resident shall occupy and use such parking space(s) as set forth by Management in its Rules and Regulations.

8. **Assignment and Sublease.** Resident shall not assign this Lease nor sublet the premises without first obtaining Management's written consent.

9. **Use of Premises.** Resident shall use and occupy the premises in a clean and wholesome manner and in compliance with all applicable governmental requirements, including all public health and police regulations, including all rules promulgated by the Michigan Mobile Home Commission, relating to such occupancy to the full extent permitted by law. Resident shall not use or operate any equipment or machinery that is harmful to the premises or which is disturbing to other residents of the mobile home park. Resident shall not employ any person or persons in or about the premises whose employment may, by law, constitute or create a liability on the part of Management.

10. **Condition of Premises.** Resident agrees that no representation as to condition or repair of the premises, and no promise to alter, repair or improve the premises has been made except as contained in this Lease. Resident shall keep the premises, during the term of this Lease, in good repair, and at the expiration thereof, yield and deliver up the same in like condition as when taken.

11. **Reserved Right To Enter The Premises.** Management reserves the right as may be allowed by law, to inspect, repair, alter or to add to the premises at all reasonable times, and to exhibit the premises to prospective residents, purchasers or others.

12. **Alterations.** Resident shall make no alterations, decorations, additions or improvements in or to the premises or to Management's equipment or fixtures in the premises. Resident shall not install any fixture or equipment without Management's prior written consent, and then only by contractors and mechanics first approved in writing by Management. Any such installation by Resident without Management's prior written consent may be removed by Management, and Resident shall pay Management's costs thereon on the next monthly rental due date. In the event that Management's written consent is received, Resident shall cause such work to be done at such times and in such a manner as Management shall designate in writing, and Resident shall pay for the same in a prompt manner. Any mechanic's lien filed against the premises or the mobile home park for work claimed to have been done for, or materials claimed to have been furnished to Resident shall be discharged by the Resident within ten (10) days thereafter. Management shall have the right, but not the obligation, to pay or discharge any such mechanic's lien. If Management should elect to exercise this right, Resident shall pay Management the amount so expended on the next ensuing monthly rental due date.

13. **Rules and Regulations.** Resident shall comply with all of the attached Rules and Regulations governing the premises and the mobile home park, and shall also comply with all of Management's changes and additions to the Rules and Regulations that are permitted under MCL 554.631 to 554.641, as amended, and pursuant to the provisions of the Michigan Mobile Home Commission Act. Concurrently with the execution of this Lease, Resident acknowledges receipt of a copy of the Rules and Regulations of the mobile home park.

14. **Adjustments.** As authorized by the Truth in Renting Act (MCL 554.631 to 554.641) Management shall have the right to make the following adjustments in this Lease upon written notice to Resident of not less than thirty (30) days:

- A. Changes required by federal, state or local law or rule or regulation.
- B. Changes in rules relating to the property, including the premises, which are required to protect the physical health, safety or peaceful enjoyment of the residents and guests in the mobile home park.
- C. Changes in the amount of rent to cover additional costs in operating the mobile home park incurred by Management because of increases in ad valorem property taxes, charges for the electricity, heating fuel, water or sanitary sewer services consumed at the mobile home park, or increases in premiums paid for liability, fire or worker's compensation insurance.

15. **Damage by Fire or Other Casualty.** If the premises are partially damaged by fire or other casualty but can be restored to tenable condition, Management shall repair the premises with reasonable dispatch. The Resident's obligation to pay rent shall be suspended during the time the premises remain untenable. If the premises are destroyed by fire or other casualty or if the premises cannot be restored to tenable condition within a reasonable time, either party shall have the right to terminate this Lease by written notice to the other party.

640 Mar

- 16. **Management's Non-Liability.** Management shall not be liable for damages to person or property sustained by the Resident or Resident's employees, servants, invitees or other persons due to the premises becoming out of repair or arising from leakage of gas, steam, water or sewer pipes or from defective wiring, unless such damage is proximately caused by the negligence of Management. Management shall not be responsible or liable to the Resident for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the leased premises. In addition, Management shall not be liable for any damage or injury to any person or property which occurs on the premises resulting from the use of the playground or recreational facilities of Management unless such damage or injury shall be caused by the negligence of Management.
- 17. **Eminent Domain.** If, during the term of this Lease, proceedings shall be instituted under the Power of Eminent Domain which shall result in an eviction, total or partial, of the Resident, at the time the trial of such proceedings shall commence, this Lease shall be void and the term above shall cease and terminate, and if the Resident continues in possession, he shall be a Resident from month to month and for no longer term, anything in this instrument to the contrary notwithstanding.
- 18. **Fire.** In the case of fire or other damage to Resident's mobile home located on the premises, Resident shall remain responsible for payment of rent during the balance of the lease term set forth herein, unless said mobile home is removed from the premises, and in that event, Resident is responsible only for an additional one month's rent as liquidated damages herein.
- 19. **Abandonment or Vacating of Mobile Home.** If the Resident abandons the mobile home placed on the premises, for whatever reason, and if Management is required to remove the mobile home, after notice to Resident at the Resident's last known address, the Resident shall be responsible for any and all expenses incurred in removing the mobile home or other property from the premises.
- 20. **Pets.** No animals or pets of any kind shall be kept on the premises, other than those expressly permitted, in writing, by Management.
- 21. **Prior Written Approval of Mobile Home.** Resident shall secure the prior written approval of Management before locating any mobile home on the premises.
- 22. **Default.** If the Resident should default under this Lease, or if Resident's statements in the rental application are incorrect, Management shall have the right, among others, to terminate this Lease and to repossess the premises and cause the Resident to vacate the premises in the manner provided by law. If this should occur, Resident shall pay Management the expenses incurred in obtaining possession of the premises and all other damages sustained by Management to the extent permitted by law.
- 23. **Remedies Not Exclusive.** Each of the rights provided in this Lease shall be cumulative.
- 24. **Severability.** If any provision of this Lease should be or become invalid, such invalidity shall not in any way affect any of the other provisions of this Lease which shall continue to remain in full force and effect.
- 25. **Waiver.** If Management should waive any provisions of this Lease, it shall not be construed as a waiver of a further breach of such provision.
- 26. **Modifications.** No modifications of this Lease shall be binding unless in writing, signed by the Resident and by an authorized agent of Management, and countersigned by an officer of Management.
- 27. **Right To Mortgage.** Management shall have the right to subordinate this Lease to any mortgage now or hereafter placed on the premises or the mobile home park. At Management's request, Resident shall execute and deliver such documents as may be required in order to accomplish the purposes of this paragraph.
- 28. **Liability.** In the event that this Lease should be signed as Resident by more than one person, then the liability of the persons signing shall be joint and several.
- 29. **Quiet Enjoyment.** Upon Resident paying the rent and performing all of the other provisions of this Lease, Management agrees that Resident shall peacefully and quietly have, hold and enjoy the premises during the term of this Lease.
- 30. **Notice of Intention To Vacate Or Renew.** At least thirty (30) days before the end of this Lease, Resident shall notify Management in writing that Resident will sign a new Lease or that the premises will be vacated at the end of this Lease or that a continuation of possession is desired on a month to month tenancy at the rent set by Management in the manner permitted by law and subject to all the provisions of this Lease which may be applicable and consistent with a month to month tenancy; in the event that the Resident desires to sign a new Lease or desires a month to month tenancy, the Resident's written notice shall indicate the names and family relationships of each of the occupants. Notwithstanding anything herein to the contrary, Management shall not be obligated to enter into a new lease or to agree to a continuation of possession on a month to month tenancy. Any of Resident's property at or about the premises at the time the Resident vacates the premises shall be deemed to be abandoned by the Resident, and Resident hereby authorizes Management to dispose of same as abandoned property.
- 31. **Truth In Renting Act And Other Statutory Provisions.** Management and Resident specifically agree that this Lease shall not and is not intended to violate or waive any of the provisions of the Truth In Renting Act (MCL 554.631 to 554.641) or any of the statutes referred to in the Truth In Renting Act relating to fitness and habitability, security deposits, civil rights, civil rights of handicapped persons, and consumer protection. If, however, any provision of this Lease does, in fact, violate or waive any of the above statutes, then such provision shall be null and void but the other provisions of this Lease shall continue to remain in full force and effect.
- 32. **Lease Binding.** The provisions of this Lease shall be binding upon and shall be for the benefit of Management and Resident and their respective successors in interest.
- 33. **Interpretation.** This Lease shall be construed according to the laws of the State of Michigan.

NOTICE

MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH IN RENTING ACT. IF YOU HAVE A QUESTION ABOUT THE INTERPRETATION OR LEGALITY OF THE PROVISIONS OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.

WITNESSES

_____ Naomi Blain - Mgr.
"Management"

_____ X Kw...
Residents

I acknowledge I have been offered an opportunity to enter into the above Lease and hereby decline to do so.

Resident

652 MNP

LEASE AGREEMENT

THIS LEASE AGREEMENT (Lease) is made this 1st day of August, 2002, between the Lessor Michigan Communities LLC ("Management"), whose address for the purpose of notice under Michigan Compiled Laws ("MCL") 554.631 to 554.641 is P.O. Box 206, Parchment MI. 49004-0206 and the Lessee,

GREG SCHWEIDER ("Resident").

IN CONSIDERATION of Resident's representation in Resident's application for tenancy, and Resident's payment of the rent and performance of the other provisions of this Lease, Management Leases to Resident Lot No. 652 MAPLEWOOD ("premises") in the manufactured home community commonly known as **Andrews Estates** located at 12034 E. Michigan, Galesburg, MI. 49053.

1. **Occupancy.** Only the following individuals may occupy the premises, and should any other persons occupy said premises, it shall be considered a material default of this Lease.

NAME	RELATIONSHIP
_____	_____
_____	_____
_____	_____

2. **Term.** This Lease shall be for 12 months beginning the first day of August 2002. If Resident takes possession of the premises prior to the commencement date of this Lease, Resident shall pay rent at the rate and in the manner required by this lease and such possession in all other respects shall be subject to the applicable provisions of this Lease. Resident shall be a tenant from month to month If Resident continues in possession after the end of this Lease and if the continuation of possession is with Management's prior written consent or is required by law. Resident's rent shall be such amount as Management may lawfully establish, and Resident shall be subject to all of the other provisions of this Lease which may be applicable and consistent with a month to month tenancy.

3. **Rent.** During the term of this Lease, Resident shall pay \$ 225.00 rent per month in advance on the first day of each month commencing with the commencement date of this Lease.

4. **Late Charge.** Resident shall pay a late charge of \$25.00 if the monthly rent is not received by Management by the 5th of the month. The late charge is not a liquidated damage nor the sole or exclusive remedy of Management for the late payment of rent.

5. **Security Deposit.** At the same time this Lease is signed, Resident will deposit \$ 135.00 Management ("Security Deposit"), which may be used only for the purposes permitted under the Security Deposit Act (MCL 554.601 to MCL 554.616). Resident shall receive no interest on the Security Deposit held by Management, and Management shall be entitled to use said Security Deposit as may be allowed by law. Security deposit is forfeited if lease is not fulfilled.

6. **Purpose.** Resident is to occupy the premises as a private dwelling and for no other purpose whatsoever.

7. **Parking.** If parking space(s) are provided in conjunction with the lease of the premises, Resident shall occupy and use such parking space(s) as set forth by Management in its Rules and Regulations.

8. **Assignment and Sublease.** Resident shall not assign this Lease nor sublet the premises without obtaining Management's prior written consent.

9. **Use of Premises.** Resident shall use and occupy the premises in a clean and sanitary condition and in compliance with all applicable public health and police regulations, rules promulgated by the Michigan Mobile Home Commission, and governmental regulations relating to occupancy, Resident shall not use or operate any equipment or machinery or undertake any activity that is harmful to the premises or which is disturbing to other residents. Resident shall not employ any person or persons in or about the premises whose employment may constitute or create a liability on the part of Management.

10. **Condition of Premises.** Resident agrees that no representation as to condition or repair of the premises, and no promise to alter, repair or improve the premises has been made except as contained in this Lease. Resident shall keep the premises, during the term of this Lease, in good repair, and at the expiration thereof, yield and deliver up the same in like condition as when taken. Resident accepts the premises in its present condition at the date of the execution of this Lease.

11. **Reserved Rights.** Management reserves the following rights, to-wit: to enter the premises, as may be allowed by law for inspection, repairs, alterations or additions, exhibition of the premises, and other like purposes which shall be made at reasonable times and with notice to Resident except in cases of emergency.

12. **Alterations.** Resident shall make no alterations, decorations, additions or improvements in or to the premises or to Management's equipment or fixtures in the premises. Resident shall not install any fixture or equipment without Management's prior written consent, and then only by contractors and mechanics first approved in writing by Management Any such installation by Resident without Management's prior written consent may be removed by Management, and Resident shall pay Management's costs thereon on the next monthly rental due date. In the event that Management's written consent is received, Resident shall cause such work to be done at such times and in such a manner as Management shall designate in writing, and Resident shall pay for the same in a prompt manner. Any mechanic's lien filed against the premises of the manufactured home community for work claimed to have been done for, or materials claimed to have been furnished to Resident shall be discharged by the Resident within ten (10) days thereafter. Management shall have the right, but not the obligation, to pay or discharge any such mechanic's lien. If Management should elect to exercise this right, Resident shall pay Management the amount so expended on the next ensuring monthly rental due date.

13. **Rules and Regulations.** Resident shall comply with all of the attached Rules and Regulations governing the premises and the manufactured home community and shall also comply with all of Management's changes and additions to the Rules and Regulations that are made pursuant to the provisions of the Michigan Mobile Home Commission Act and rules promulgated there under. Concurrently with the execution of this Lease, Resident acknowledges receipt of a copy of the Rules and Regulations of the manufactured home community.

14. **Adjustments.** As authorized by the Truth in Renting Act (MCL 554.631 to 554.641) Management shall have the right to make the following adjustments in this Lease upon written notice to Resident of not less than thirty (30) days.

- A. Changes required by federal, state or local law or rule or regulation.
- B. Changes in rules relating to the property, including the premises, which are required to protect the physical health, safety or peaceful enjoyment of the residents and guests in the manufactured home community.
- C. Changes in the amount of rent to cover additional costs in operating the manufactured home community incurred by Management because of increases in ad valorem property taxes, charges for the electricity, heating fuel, water or sanitary sewer services consumed at the manufactured home community, or increases in premiums paid for liability, fire or worker's compensation insurance.

15. **Fire or Casualty.** In the event that the premises are partially damaged by fire or other casualty, or if the premises or access thereto are condemned or acquired by a governmental body or other similar authority, then Management may, at its option, either terminate this Lease or repair or restore so much of the premises as Management deems necessary. If the premises are so repaired or restored, then this Lease shall remain in full force and effect, but rent shall be proportionately reduced to the extent that the premises are untenantable during such period of repair and restoration if the other party, and Management shall have no liability to Resident or any other person for such termination.

16. **Management's Non-Liability.** Management shall not be liable for damages to person or property sustained by the Resident or Residents employees, servants, invitees or other persons due to the premises becoming out of repair or arising from leakage of gas, steam, water or sewer pipes, or from defective wiring, unless such damage is proximately caused by the negligence of Management. Management shall not be responsible or liable to Resident for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying and adjoining premises or any part of the premises adjacent to or connected with the leased premises. In addition, Management shall not be liable for any damage or injury shall be caused by the negligence of Management

17. **Abandonment or Vacating of Manufactured Home.** If the resident abandons the manufactured home placed on the premises, for whatever reason, and if Management is required to remove the manufactured home, after notice to Resident at the Residents last known address, the Resident shall be responsible for any and all expenses incurred in removing the manufactured home or other property from the premises.

18. **Pets.** No animals or pets of any kind shall be kept in the premises, other than those expressly permitted, in writing, by Management.

19. **Prior Written Approval of Manufactured Home.** Resident shall secure the prior written approval of Management before locating any manufactured home on the premises.

20. **Default.** If the Resident should default under this Lease, or if Residents statements in the rental application are incorrect, Management provided by law. If this should occur, Resident shall pay Management the expenses incurred in obtaining possession of the premises and all other damages sustained by Management to the extent permitted by law.

21. **Remedies Not Exclusive.** Each of the rights provided in this Lease shall be cumulative.

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

23. **Waiver.** If Management should waive any provisions of this Lease, it shall not be construed as a waiver of a further breach of such provision.

24. **Modifications.** No modifications of this Lease shall be binding unless in writing, signed by the Resident and by an authorized agent of Management, and countersigned by an officer of Management.

25. **Right To Mortgage.** Management shall have the right to subordinate this Lease to any mortgage now or hereafter placed on the premises or the manufactured home community. At Managements request, Resident shall execute and deliver such documents as may be required in order to accomplish the purposes of this paragraph.

26. **Liability .**In the event that this Lease should be signed as resident by more than one person, then the liability of the persons signing shall be joint and several.

27. **Quiet Enjoyment.** Upon Resident paying the rent and performing all of the other provisions of this Lease, Management agrees that Resident shall peacefully and quietly have, hold and enjoy the premises during the term of this Lease.

28. **Notice of Intention to Vacate or Renew.** At least thirty (30) days before the end of this Lease, Resident shall notify Management in writing that Resident will sign a new Lease or that the premises will be vacated at the end of this Lease or that a continuation of possession is desired on a month to month tenancy at the rent set by Management in the manner permitted by law and subject to all the provisions of this Lease which may be applicable and consistent with a month to month tenancy; in the event that the resident desires to sign a new Lease or desires a month to month tenancy, the Residents written notice shall indicate the names and relationships of each of the occupants Notwithstanding anything herein to the contrary, Management shall tenancy except as required by law. Any of the Residents property at or about the premises at the time the Resident vacates the premises shall be deemed to be abandoned by the Resident, and Resident hereby authorizes Management to dispose of same as abandoned property.

29. **Truth in Renting Act and Other Statutory Provisions.** Management and Resident specifically agree that this Lease shall not and is not intended to violate or waive any of the provisions of the Truth in Renting Act (MCL 554.631 to 554.641) or any of the statutes referred to in the Truth in Renting Act relating to fitness and habitability, security deposits, civil rights, and consumer protection. If, however, any provision of this Lease does, in fact, violate or waive any of the above statutes, then such provision shall be null and void.

30. **Lease Binding.** The provisions of this Lease shall be binding upon and shall be for the benefit of Management and Resident and their respective successors in interest

31. **Interpretation.** This Lease shall be construed according to the laws of the State of Michigan.

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WITNESSES

James P. Schwartz

"Management"

"Residents"

I acknowledge I have been offered an opportunity to enter into the above Lease and hereby decline to do so

Resident