LEGACY B ESTATES LLC

 RENTAL/LEASE AGREEMENT

By this Agreement (the "Agreement") made and entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ between LEGACY B ESTATES, LLC, hereinafter referred to as "Landlord," and Legal Owner(s) of the home and/or space.

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SSN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SSN\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hereinafter referred to as "Renter." Renter agrees to rent the space #\_\_\_\_\_\_\_\_\_\_\_\_situated at 375 South Pine Canyon Drive, Parowan, County of Iron, State of Utah, (the 'Lot") for a single manufactured home containing no more than ( ) adults and ( ) children, on a 60 month basis commencing on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, until either party shall terminate as per section 7.

1. Home: Make\_\_\_\_\_\_\_\_\_\_\_\_\_ Model\_\_\_\_\_\_\_\_\_\_\_\_\_\_ VIN #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Year\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Length\_\_\_\_\_\_\_\_\_\_\_\_\_ Width\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Lien Holder\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Amount of Lien\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. RENT: Renter agrees to pay, without demand, to Landlord as rent for the lot the sum of Five hundred ($500.00) per month in advance due on the 1st day of each calendar month beginning \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Any rent for a period of less than one full month shall be pro-rated. Rent payment hall be delivered (by cashiers check, money order, or check) to:

 JKL LLC

 P.O. Box 613

 Springville, UT 84663

Or to such other address as Renter is directed in writing to deliver the payment. THIS WILL BE A MINIMUM OF A \_\_\_\_\_\_\_\_60\_\_\_\_\_\_\_\_\_\_\_\_MONTH LEASE.

3. FEES: Renter agrees to pay a late charge of $20.00 plus $5 per day, starting on the 5th of the month for late rental payment. Rent must be received at the above address by the 5th of each month. Renter also agrees to pay the following fees: $20/hr labor charge for moving, storing, cleaning of the lot or disposing of personal property in case of abandonment. $20.00 per day storage rate for abandoned home or disapproved sublease, sales or transfers of home. Renter agrees to pay landlord for all cost incurred in connection with removal and clean up of abandoned home. $25.00 will be charged for each returned check. All checks returned for insufficient funds must be redeemed in cash or money order. The late fees will accrue until the check is redeemed. If the renter has two (2) or more returned checks for insufficient funds within twelve (12) months of each other, the renter must pay all rent thereafter by money order. All fees are in addition to monthly rental payments. All of these fees, if due, are considered additional rent that is owed by Renter to Landlord.

4. RENTAL ADJUSTMENTS: Landlord may increase or decrease lot rents after giving Renter ninety (90) days written notice, Landlord, after giving Renter thirty (30) days notice, may adjust Renter's rental payment of Renter' pro rata share of any increase or decrease in the Park's utility assessments, property taxes or other services included in the monthly rental charge.

5. ASSIGNMENT AND SUBLETTING: In the event Renter desires to sell, transfer, finance/refinance or assign, he shall notify Landlord in writing thirty (30) days prior to any such transaction taking place. A new rental agreement must be signed by Landlord and prospective Renter prior to the sale, transfer, finance/refinance or assignment of the home, if said home is to remain on the above stated space. Landlord shall approve or disapprove the sale, transfer or subletting of the home on the same basis Landlord approves or disapproves any new Renter. The home shall be removed within 10 days after the sale, transfer, or assignment if disapproved by Landlord. After 10 days fees will accrue as per section 3. In the event Landlord is not notified in writing of any sale, transfer, or assignment of Renter's home. Renter and new Renter will be considered in default of the agreement and subject to termination and immediate removal of home. There is no subletting by Renter of space in this park.

6. SECURITY DEPOSIT: Renter has deposited a security deposit with Landlord in the sum of \_\_\_\_\_\_\_\_\_\_500.00\_\_\_\_\_\_\_\_\_\_\_\_\_, which sum shall be held by Landlord. Landlord may commingle said sum with other funds without obligation or interest, as security for the performance of Renter's obligations under this Agreement. Landlord may, without prejudice to any other remedy provided herein or provided by law, apply the deposit against any of the following obligations of Renter. (a) Rent due and owing (b) Damage to the property caused by Renter or by persons invited on the property by him including, but not limited to, mobile home transport vehicle and pets; (c) Reasonable costs of cleaning the property following the termination of this Agreement; (d) Damages to the Landlord resulting from early termination in violation of this agreement; (e) Installation of the home or accessories by Renter in violation of any City, County or State Regulations.

7. TERMINATION: Landlord may, after giving proper notice, terminate this Agreement for the following reasons: (a) Substantial or repeated violation of the agreement; (b) Periodic violations of the agreement if repeated after warning: (c) Nonpayment of rent or other charges specified in the agreement; (d) Termination of the home space rental agreement; (g) Violation of the terms and conditions of the agreement.

Renter shall notify Landlord in writing at least thirty (30) days prior to terminating this Rental/Lease Agreement. No home shall be removed from the lot until the rental payments, including the month the home is removed, are paid in full. Renter may terminate this Agreement with less than thirty (30) days notice if, as a member of the armed forces, he receives reassignment orders which do not allow greater notices.

8. INSURANCE: Renter is to obtain renters/home owners insurance at Renter's expense or suffer any loss that might occur whether deliberate or accidental. Landlord assumes no responsibility for loss or damage to the personal property of the renter. Renter is liable for any damage caused by third parties (i.e. vandalism, burglary). Renter is responsible for and agrees to pay for any damage caused by acts of nature. Renter is responsible for any damage to the premises, whether caused by Renter or parties unknown. Renter must provide LEGACY B ESTATES LLC with a binder for proof of insurance.

9. UTILITIES: Utility services are not contained in the rent; Tenant is responsible for water, sewer, and household trash. The Renter is responsible for their own gas, electric, telephone and any other than those listed above. Renter is materially and financially responsible for the condition of and repair to all water, sewer, electrical, phone, gas and cable lines on the Lot not normally covered by the appropriate utility company. All lines shall be maintained so as not to be a hazard. If furnished, the receptacle has been furnished for Renters only and is for household waste only; no furniture, construction materials, appliances etc. are allowed. Renter is responsible for proper disposal of these items. In the event that Landlord is charged an additional fee for inappropriate items placed by renter in cans or out for the garbage contractor to remove, Renter shall pay the fee to Landlord within 10 days after receipt of written notice thereof. Please pick up after yourselves!

10. SNOW REMOVAL: Snow removal from the road through the development is done on a third party contract basis. Snow is generally removed after an accumulation of 4 inches or more. Snow removal is not guaranteed in a timely manner due the nature of snow. Snow tires and/chains may be required for ingress and egress at times of heavy snow, ice or during spring melt.

11. HOME OWNERS MAINTENANCE: All homes must be maintained in an acceptable structural and cosmetic condition. Skirting must be coated metal, wood vinyl and home must remain skirted while this Rental/Lease Agreement is in force. Home exterior must be maintained in good condition and all changes of exterior colors must be first approved in writing by Landlord. All roofs must be structurally sound and maintained to prevent damage to the interior. Only Landlord approved materials may be used for exterior repairs or improvements. City/County building permits must be obtained if required.

12. RENTER AGREES: (a) That on the date of taking possession of the Lot, said Lot was in good, clean condition and he accepts the Lot "as is"; (b) That he will pay all collection and eviction costs, including attorney's fees, incurred by Landlord in the event Renter defaults or violates the terms of this Agreement; (c) To hold Landlord harmless from all liability and to indemnify Landlord against all claims and costs arising from any accident, injury, or damage whatsoever, however caused, to any person or to any property occurring during the term of this agreement on or about the property. Landlord is not responsible for injury or damages caused by nature, fire, theft, vandalism or other acts outside Landlord control; (d) To notify Landlord of any changes regarding the name and the number of Renters, specifying whether adult or child, in the home. This applies to any person visiting longer than seven (7) days; (e) To know and abide by all provisions of this agreement; (f) That he is responsible for the actions of visitors to his space and ensuring that all visitors abide by the provisions of this agreement; (g) not to consume, take or allow any visitor to Renter’s property to consume or take illegal or illicit drugs or to abuse prescription drugs.

13. INSPECTION: Landlord or his agent is hereby given the privilege of periodic inspections of the lot and to enter the lot and make required repairs when necessary, all without prior notice to Renter.

14. PETS: Renter shall keep no domestic or other animals on or about the rented premises without the express written consent (addendum) of Landlord; Landlord will only allow two (2) pets per home. If written consent is given by the Landlord, household pets may be kept, provided said pets are not raised, bred, or kept for commercial purposes. Parowan, Utah, and must be so kept so as to not create a nuisance or disturbance to other renters or neighbors. No mean pets are allowed or tolerated. Violation of the Parowan Leash Law may result in immediate eviction. Renters and their guests must control any pets and clean up after them. Please use disposable containers when cleaning up after pets and deposit it in the trash bin. Pets are not allowed to run free in the LEGACY B ESTATES LLC Development.

15. VEHICLES: All renters are to park in designated space in the lot provided. A maximum of two vehicles are allowed per lot. There are to be no vehicles parked in the street. Renter agrees not to repair vehicles, nor to keep broken down or abandoned vehicles on the premises. Vehicles left unattended and parked in the same place over 45 days will be deemed abandoned vehicles and will be towed. Upon three days written notice placed on the vehicle, Landlord will have abandoned vehicles towed away at Renter's expense. Renter will not park or allow anyone else to park any motor vehicles, RV's or trailers on any lawn or unoccupied area. Recreational vehicles are not allowed in the park unless an RV is temporarily parked on a paid space with Landlord’s written approval.

16. YARD CARE: Mowing, watering, and general clean-up are the responsibility of Renter for the individual space. If the Renter fails to keep the lawn mowed and watered and the space clean, Landlord may have the work done and Renter will be charged the necessary fee and agrees to pay the clean-up fee. Temporary covers for any reason are not allowed without Landlord’s written approval. Examples, blue tarps over firewood, cars, junk, etc. No clotheslines or drying racks outside of the home. All firewood is to be cut to proper size and split before being brought onto your lot. All antennas are to be placed on roof or atop a Landlord approved pipe mast placed beside the home. No tree shall be planted upon said property without prior written consent of Landlord. Trees have not been provided by the Landlord; Tenant is responsible for all trees planted by Tenant or existing on Tenant’s property at the commencement of the Lease. Any damage caused by a tree on Tenant’s lot is Tenant’s responsibility. Tenant may remove any tree on the lot rented by Tenant without Landlord’s permission so long as the debris is properly removed.

17. ATTORNEY FEES AND COURT COSTS: Should either party be required to bring any suit to enforce the provisions hereof, seek eviction, or to seek damages for any breach hereto, the prevailing party in such suit shall be entitled to recover reasonable attorney fees from the other party in such amount as shall be fixed by the Court in such suit. Landlord and Renter expressly contract that if it becomes necessary for Landlord to commence a legal action to recover possession of the premises by reason of nonpayment or other breach of the agreement by Renter, agrees to pay the reasonable costs and attorney's fees incurred by Landlord in bringing such action to recover possession, and agrees that the Court may award such attorney's fees and costs as costs in such legal action.

18. QUIET ENJOYMENT: Renter agrees not to play or operate any musical instrument, radio, television, stereo or other machine loud enough to unreasonably disturb other renters or neighbors. Renter further agrees not to have gatherings, parties or to make or allow noise of any kind loud enough to be heard by other renters or neighbors during the hours before 8 am or after 10 pm. Renter shall not create or allow any type of nuisance on or about the Lot.

19. USE OF PREMISES: The lot shall be used and occupied by Lessees exclusively for a private single-family residence. Neither the Lot nor any part of thereof shall be used at any time during the term of this Lease by Renter for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family residence. Renter shall comply with all the laws, ordinances, rules and orders of appropriate governmental authorities during the term of this Agreement. Failure to do so shall, at Landlord's option, amount to a material breach of the Agreement.

20. BUILDINGS & ADDITIONS: No additions (i.e. fence, shed, dog house/pen or other structure) or improvement or any type shall be erected or maintained, until the plans and specification have been submitted and approved in writing by Landlord and City of Parowan, if required.

21. REMOVAL OF HOME: In the event a homeowner wishes to remove their home from LEGACY B ESTATES LLC and has first obtained all necessary approvals from Landlord, the homeowner must replace at his sole expense all fences, vegetation and other material around the home in the same type, size and condition as existed prior to removal of the home. If the home is located on a concrete foundation, the homeowner must remove the foundation and fill in the hole in a reasonable and workmanlike condition at this sole expense unless otherwise approved by Landlord in writing.

22. SPEED LIMIT: Speed limit is 10 mph in LEGACY B ESTATES LLC.

23. SNOWMOBILE RESTRICTIONS: Operation of a snowmobile in the court is prohibited.

24. SECTION BINDING EFFECT: The covenants and conditions contained in the Agreement shall apply to and bind their heirs, legal representatives, successors and assigns of the parties, and all covenants are to be construed as conditions of this Agreement.

25. GOVERNING LAW: It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah. Further, the term Renter shall be construed in the plural if more than one individual has executed this agreement as Renter. Pronouns of the male gender are used for ease of drafting only and are to be construed as referring to individuals of either gender.

26. TIME OF THE ESSENCE: It is specifically declared and agreed that time is of the essence of this Agreement.

27. ENTIRE AGREEMENT: This Agreement shall constitute the entire agreement between the parties. Any prior discussion, understanding, or representation of any kind preceding the date of this Agreement is hereby superseded and of no fore and effect.

28. SECTION MODIFICATION OF AGREEMENT: Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

29. RENTAL POLICY: Landlord may require a credit check and a criminal history check as a condition of entering into this Rental Agreement with Renter. Landlord reserves the right to reject as a renter an individual with an inability to pay rent or due to a person’s criminal history, including a history of illegal drug use.

IN WITNESS WHEREOF, each party to this Agreement has executed it at Parowan, Utah on the date indicated below.

LEGACY B ESTATES, LLC

LANDLORD\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 JODIE LEMON, MANAGER

RENTER/OWNER\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RENTER/OWNER\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_