926 Main Street • Lafayette, IN 47901 (765) 838-8840



1. Lot Lease Agreement

1.1 LOT LEASE AGREEMENT

This Lot Lease Agreement is entered into between Candlelight Estates LLC, an Indiana limited liability company ("Landlord") leases to Rodney Balser ("Tenant"), jointly and severally, 137, as well as a non-exclusive license for the surrounding common areas and roadways in the community known as Candlelight Estates, LLC located at 10 Candlelight Plaza, West Lafayette, Indiana 47906 (the "Premises"). Landlord hereby appoints Titan Management Group, LLC as its property manager for the Premises and assumes all the rights and responsibilities of Landlord, pursuant to a certain property management agreement between the two parties. The parties agree as follows:

1. Term. The term of this agreement shall be a month-to-month with a 30 day notice commencing on 06/01/2022 ("Term") and ending on noon. Tenant shall quit Premises without notice, prior to the expiration of the Term. Tenant shall not be entitled to enter the Premises until the full payment of one month's Rent, Security Deposit, and Fees (as later defined) are paid to Landlord. Overages of \$250 per day commencing on noon of lease expiration date for anyone not moved out and keys turned in.

2. Rents and Charges.

• a. Lot Rent. The monthly Rent for the Premises is

Total:	\$420.00
Per Lessee Admin Fee	\$5.00
Utility Reimbursement (Non Up-charge) Income	\$55.00
Lot Rent (Income)	\$360.00

("Rent"). Tenant shall pay Rent to Landlord, in advance and without demand, on, or before, the first day of each calendar month throughout the Term. Lessee shall also pay, without demand, to Titan Management Group, LLC a five dollar (\$5.00) monthly fee per lessee in additional to all installments as an administrative fee.

- b. <u>Application Fees</u>. Tenant shall pay the following application fees \$50.00 ("Fees"). Landlord may use the fees to perform criminal background and credit history checks.
- c. <u>Late Payments</u>. If Rent is paid after the second (2nd) calendar day, a base late of \$50.00 will be owed, and will continue to accrue at \$10.00 per day thereafter until all amounts are paid in full, which fees are to help offset the costs associated with collection and application of late payments.
- d. Manner of Payments. All payments due under this lease shall be made either electronically through your "Tenant Portal" or using the "Electronic Payslip" provided by Landlord. Cash payments will not be accepted by Landlord. Payments by personal check, bank check, or money order will be accepted, but will be subject to a \$15.00 fee due to the additional handling and accounting costs associated.
- 3. <u>Deposit</u>. Tenant shall deposit to secure the performance of Tenant's obligations under this lease ("Deposit"). Landlord may use the Deposit, at its discretion, to cover any costs, Rent or other sums directly or indirectly owed by Tenant to Landlord. If all the terms and conditions of this lease are complied with by Tenant, the Deposit will be mailed out to Tenant within 45 days of the termination of this lease. Tenant shall provide Landlord with a self-addressed, stamped envelope for the purpose of returning the Deposit. Retention of all or a part of the security deposit by Landlord shall be in addition to any of the other remedies Landlord shall have at law or under the terms of this Lease.
- 4. <u>Utilities</u>: Tenant shall be responsible for all utilities related to the use of the Premises. Gas and electric shall be paid directly with the supplier. Tenant shall pay Landlord \$55 per month for water and sewer. Landlord reserves the right to increase the water and sewer payment upon 30 days' notice to Tenant. Any other utilities shall be paid by Tenant. Landlord reserves the right to pass on any related fees related to trash disposal.
- 5. Occupancy and Use of the Premises. The Premises may only be occupied with an approved manufactured home for private, single family, residential purposes. Tenant shall comply with all laws, health codes, ordinances, rules or regulations, including rules promulgated by the US Department of Housing and Urban Development. Tenant shall abide by, and ensure that Tenant's family, guests, and invitees abide by, the Community Rules and Regulations that are currently promulgated, and as may be amended from time to time, in Landlord's sole discretion. Tenant acknowledges receipt of the Community Rule and Regulations and agrees that any breach or violation of the said rules is a breach of this lease. Illegal use or possess of any controlled or other substance, or the occurrence of any illegal activity by Tenant, or Tenant's family, guests, and invitees shall be an uncurable breach of this lease.
- 6. Condition, Maintenance, and Alterations. Tenant agrees that no representation as to the condition or repair of the Premises, and no promises to decorate, alter or improve the Premises has been made by Landlord. Tenant agrees that Tenant shall examine the Premises prior to occupancy, and that Tenant's occupancy shall be evidence of Tenant's satisfaction with the exceptions noted in writing to Landlord prior to occupancy. Tenant shall make no alterations or additions to the decorating without the written consent of Landlord. Tenant agrees to pay charges for repair of intentional or negligent damage to the Premises caused by Tenant and/or Tenant's family, invitees or guests. Tenant shall keep the Premises clean and free from litter and trash and dispose of trash properly in containers

provided for that purpose. Tenant shall be responsible for any damages to the sewer or water system caused by improper use of the systems by any person.

- 7. Landlord's Nonliability and Insurance. Tenant shall indemnify and hold harmless Landlord, including the costs for attorney fees, from any liability for injury to Tenant, Tenant's family, guests or invitees or for loss, damage, or injury to any person or property, including that arising from theft, vandalism or casualty, occurring upon the Premises or in other areas common thereto except for such damage or injury solely caused by the gross negligence of Landlord. Tenant shall maintain adequate renter's insurance as may be required from time to time fire and casualty insurance on his/her personal property in the Premises.
- 8. Assignments or Subletting. Tenant shall not assign this lease or permit the Premises or any part thereof to be subleased, without the written consent of Landlord.Lessee may not assign this lease, sublet the leased premises, or grant any concession or license to any other person for the use of premises. If the lessee desires or needs to get out of the lease term they may request a buyout option to Titan Management Group, Inc.. This is a portion of total rent due in advance to serve as fulfillment of the lease. All buyouts must be approved by Titan. Each buyout request will be handled and determined on individual basis and can be denied as a solution to ending the lease early.
- 9. <u>Holdover</u>. If Tenant fails to vacate the Premises timely, whether by expiration of the Term or after other termination of the Lease, Tenant shall be liable to Landlord for \$250.00 per day holdover charge.
- 10. Entry Rights. Landlord has the right to enter and take all appropriation actions at the Premises in the case of an emergency, threatened damages to person or property, or other exigent circumstances, as Landlord deems necessary. Landlord reserves the right to enter the Premises at all reasonable hours for the purpose of inspection for needed repairs, to make repairs and alterations or to exhibit the Premises to prospective tenants or purchasers.
- 11. <u>Vehicles</u>. Tenant shall provide Landlord a list of all vehicles and shall only use them as directed on the Premises. All vehicles must be licensed and registered pursuant to State law and operational. Vehicles may only be parked in designated areas.
- 12. Tenant Default. Upon failure to pay any installment of Rent when due, late charges, or any other sum of money owed under this lease, or if Tenant abandons the Premises, this Lease and all rights of Tenant shall terminate, at the election of Landlord, without notice to Tenant. Landlord may, with or without demand, re-enter and take possession of the Premises and Tenant shall peacefully surrender thereof to Landlord and all rights and interests of Tenant to possession and control hereunder shall cease and terminate, but nothing herein contained shall effect Landlord's right to the rental for the term herein specified. Upon taking possession hereunder, Landlord may, at its election, terminate this Lease or re-let said property and Tenant shall be liable for and will pay the difference in the rental for the balance of the term and all other sums due under this Lease. The remedies specified herein are cumulative and in addition to any remedies of Landlord at law or in equity.
- 13. <u>Legal Fees</u>. Tenant shall pay all costs and expenses, including attorney's fees, incurred by Landlord in connection with this lease or Tenant's use of the Premises.
- 14. <u>Condemnation</u>. In the event that during the lease term the Premises or the building, or any part thereof, or the use, possession, or access thereof, is taken in condemnation proceedings by any right of eminent domain or for any public or quasi-public use and the condemnation renders the Premises unsuitable for use by Tenant, this lease shall terminate and expire on the date when possession shall be taken by the condemning authorities, and rent and all other charges payable hereunder shall be apportioned and paid in full up to the date of the taking and all prepaid unearned rent shall forthwith be repaid by Landlord to Tenant. As of the date of such taking, this lease shall be deemed terminated and of no further force and effect and neither Landlord nor Tenant shall be liable to the other for any further rent or other charges payable hereunder.
- 15. <u>Casualty</u>. If the Premises or surrounding structures are substantially damaged by fire, wind, explosion or other cause beyond the control of Landlord then Landlord may, at its option, either terminate this lease or repair or restore the Premises. If the Premises is repaired or restored, this Lease shall remain in full force and effect, Tenant's rent shall be proportionately reduced to the extent that the Premises is usable from the time of such casualty until the Premises are repaired and restored.
- 16. <u>Subordination</u>. Tenant's leasehold interest in the Premises is subordinate and inferior to any liens or exuberances now or hereafter placed on the Premises by Landlord, including all future advances, renewals or extensions related thereto. Tenant agrees to honor any successor in interest to Landlord, whether through assignment, sale, operation of law or otherwise.
- 17. Complete Agreement. This lease together with Community Rules and all other written addenda, if any, constitutes the full and complete agreement by and between Landlord and Tenant and no other agreements or representations have been made. All parties who may occupy the premises, with the exception of minor children, shall sign this lease as Tenant. All parties signing this lease as Tenant are jointly and severally liable, meaning that each such party may be held responsible for the acts or omissions of the other parties signing the Lease as Tenant or their guests. This lease shall be governed under the laws of the State of Indiana.
- 18. Waiver of Trial By Jury. THE PARTIES DESIRE TO HAVE AN EXPEDIENT RESOLUTION OF ANY DISPUTE THAT MAY ARISE RELATED TO THIS LEASE OR THE PREMISES AND THEREFORE, THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO HAVE A JURY PARTICIPATE IN RESOLVING ANY SUIT, ACTION, DISPUTE, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS LEASE OR THE PREMISES.
- 19. **Notices:** Any notice or demand provided for herein may be given to the party to be serviced by personal service, or by registered or certified mail addressed to Landlord at its last known address or to Tenants at the Premises herein leased.
- 20. <u>Definitions</u>: Whenever the word "Landlord" is used herein it shall be construed to include the heirs, executors, administrators, successors, assigns or legal representatives of the Landlord, and the word "Tenant" shall include the heirs, executors, administrators, successors, assigns or legal representatives of the Tenant; and the word Landlord and Tenant shall include the singular and plural, masculine and feminine, and the individual or business organization.

The parties sign and accept the forgoing terms as of the date signed below:

LANDLORD: Candlelight Estates, LLC

By: Titan Management Group, LLC

By:

Title: Manager

Date: 03/31/2022

TENANT:

Rodney Balser

Date: 03/31/2022

By initialing below, you acknowledge and agree to the terms in Section 1. $\,$



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2. Community Rules and Regulations

2.1 WELCOME

Welcome to Candlelight Estates. It is our desire for you and your family to enjoy living here and will consider our community as your home.

We have designed a number of Community Rules and Regulations that we hope will maintain the community in such a manner as to make you pleased to call home. The standards outlined in these rules and regulations should serve as a guideline of behavior for the residents and their guest and will establish conformity among The Shadeland Estates Community.

2.2 GENERAL

- 1. All prospective tenants shall be required to complete an application for residency and credit/criminal history check prior to residing in the community and furnish to management all information required by Indiana State Law. If an application for residency is found to be falsified or misleading, it may be grounds for termination of the lease if the application is otherwise approved.
- 2. The management company may retain a key to the premises and reserves the right to access each space to conduct inspections and/or emergency maintenance.
- 3. No tenant shall alter any lock or install a new lock, knocker, etc on any door of the premises. A request for a new lock, knocker, etc may be made. If management agrees to fulfill the request, management shall make the installations or alterations and the tenant will be charged for said services.
- 4. In the event tenant should default of fail to perform any of the duties or obligations of the Rules and Regulations of the Community, a written notice shall be delivered to the tenant identifying the default and a reasonable amount of time that the tenant has to cure such default as well as a \$50.00 fine. If the default is not cured within the time frame specified in the notice, management may, at its option, enter onto the lot and cure any default or failure to perform.
- 5. Should the community be required to cure the default or failure to perform, the tenant agrees to be charged the costs of doing so.
- 6. Failure of the tenant to perform or abide by any of the obligations or conditions of these rules shall constitute a default. After a default or failure to comply with a notice to cure or notice to quit, the community may commence eviction proceedings. Failure to comply the community rules shall, in all cases, be a default and may also result in the commencement of eviction of proceedings.
- 7. If the community employs an attorney to enforce any of the terms of these rules, including the delivery of notices to quit, the tenant agrees to pay reasonable attorney's fees for all such services performed, even if formal or legal proceeding are not commenced. Tenant shall also pay all costs and expenses incurred in enforcing these rules.
- 8. Any notice required to be given to tenant may be given by delivering a copy to the tenants door either in person or by attachment to tenants door.

2.3 MAINTENANCE / LOT APPEARANCE

- 1. Although management is responsible for maintaining common areas the tenant is responsible for the landscaping maintenance of their respective space. Such space should be kept maintained of the outward appearance in regards to any visible damage, trash, paraphernalia, etc of the tenants premises and should be kept clean, neat and attractive at the sole expense of the tenant.
- 2. Grass areas are to be kept trimmed and edged. This includes the areas behind, beside, and against perimeter fences. Tenant will be given one week from notification to make corrections or face disciplinary action that may include a fine of \$50.00 per violation.
- 3. Management must approve any changes or alterations of the space and/or landscaping. The tenant is responsible for maintaining any such changes to the landscaping. The landscaping of the lot is a duty which is expressly assumed by the tenant. All plants, trees or other planted or otherwise permanent fixtures placed at a space by a tenant becomes property of the community and shall remain onsite in the event the tenant moves, unless written approval is obtained through management by tenant. If trees or other landscaping becomes a danger to life or property, management may require it to be removed at the tenants expense. Tenants shall trim, water, care for and control the growth of all plants, trees, and shrubs and eliminate weed growth on lots to preserve its appearance and to avoid fire or other safety hazards. The trees and shrubbery are a vital and valuable part of the community and the tenant shall be liable to assessment for damages for any mutilation or defacing thereof for which she/he or guests are responsible.
- 4. State law prohibits the storage of old furniture, lumber, refuse, salvaged materials, automotive parts and other materials in or around

your space. All brooms, ladders, building materials or similar items shall be kept out of sight.

- 5. Storage units must be approved by management in writing. There shall be only one shed per lot unless authorized by management. Management is not responsible for any losses or damage to tenants shed or stored items. Management reserves the right to demand repair and maintenance of any structure if it is felt to be unsafe or unsightly.
- 6. The storage of firearms, kerosene, gasoline or other flammable or explosive agencies is prohibited.
- 7. Patios and porches require skirting. All homes require skirting. Skirting should be composed of commercial manufactured home skirting, such as vinyl or aluminum.
- 8. Patios and porches are not acceptable storage locations, including under the mobile home.
- 9. BBQ's, smokers, hibachis and similar outdoor cooking equipment shall be cleaned and covered when not in use.
- 10. Children's toys are not to be left in common areas when not in use. All bicycles, tricycles, toys and other recreational equipment shall be stored in a neat and orderly manner when not in use. Trampolines and pools are not permitted in the community without approval and unless they are enclosed by a fence. All fencing must be approved by management in writing before installation.
- 11. Unauthorized structures, including fences, sheds, playground equipment, and awnings may be removed by the community at the tenants expense.
- 12. Tenant understands that management is not responsible for any damage to the property of a tenant as a result of an act of nature.
- 13. No radio or television aerials or wires or satellite dishes shall be erected in or about any part of the premises without prior written consent of the management company. In turn, no banner, sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any tenant on any part of the outside or inside of the premises without prior written consent of the management company. Management reserves the right to demand repair and maintenance of any structure if it is felt to be unsafe or unsightly.
 - Only retractable, collapsible umbrella-type clotheslines shall be permitted onsite. They shall be kept at the rear of the lot and stored out of sight when not in use. Laundry hung on such clotheslines shall be removed daily and shall not be left overnight.

2.4 UTILITIES

- To preserve health and safety of all residents as well as preventing unnecessary use of water, all plumbing must be kept in good repair.
 Management reserves the right to inspect inside or outside homes for leaky faucets, running toilets or malfunctioning fixtures, upon reasonable notice to the tenant and reserves the right to shut off water to the home in the event of a substantial water leak or constantly running water. Management further reserves the right to restrict water utilization during emergency periods arising from weather conditions, mechanical breakdowns or other urgent circumstances.
- 2. Tenants shall make no repairs or improvements to lot at management's expense. Any problems or breakdowns in the communities utilities, such as underground water pipes or sewage lines, should be reported immediately to the office, and no repairs thereto shall be ordered or undertaken by the tenant without managements prior consent.
- 3. Toilets, sinks, and other equipment shall be used only for the purpose for which they are constructed. Pouring of grease into sinks or toilets is forbidden. Do not flush garbage, sanitary napkins, paper towels, disposable diapers or any insoluble item or substance in toilet or drain. This includes flushable wipes and products. Doing so may cause a backup in the sewer system and lead to unsafe conditions. Any damage attributed will be charged to the tenant. Tenants are also asked to make sure the toilet has been plunged before calling maintenance, otherwise they will be charged for the service call.
- 4. The community may, at its discretion, impose outdoor watering restrictions or at those times that restrictions are mandated by local authorities. Any violation of these restrictions will result in additional water charges to the tenant along with any fines from local authorities being charged to the tenant.
- 5. Trash will be removed at regularly scheduled intervals as specified by management. Tenants, at their own expense, shall arrange for the removal of large or bulky items. All trash must be properly secured in a trash bag before being discarded into trash receptacles.

Additions to Utility Rules and Regulations (1 thru 5 above) for Mobile Home Owners.

The water and sewer lines are management's responsibility at and below ground level for those tenants who own their mobile home. Water and sewer lines are the tenants responsibility above ground level. If repair is needed and is above ground level or damage created from tenant digging or other negligent act, the tenant will be charged for the repair.

- The cost of repairing damaged utility infrastructure attributable to negligent actions of the tenant or household members, guest or invitees will be charged to the tenant.
- Water lines under the home must be protected against freezing by the use of heat tapes or adequate pipe insulation. Permitting water to run to avoid freezing of line is absolutely prohibited. When leaving your home during the winter, leave the heat on and maintain at least sixty-five (65) degrees to prevent frozen pipes. Management is not responsible for damage to pipes or plumbing caused by freezing. The cost of repair to frozen water lines will be charged to the tenant.

2.5 AUTOMOBILES

- 1. Tenants shall observe posted speed limits within the community. Tenants shall park only those automobiles and/or motorcycles which may be accommodated on their approved parking area at their lot. Vehicles shall be parked on the spaces closest to the respective home site. Tenants shall not park their vehicles in vacant or otherwise unused spaces of other residents. Other vehicle parking requires management approval.
- 2. Tenants and guests should park as close to the curb as possible to permit access of emergency vehicles when necessary.
- 3. All motorized vehicles operated in the community must meet State legal requirements in order to be operated in the community. Inoperative/unregistered or unlicensed vehicles, boats, or unattached trailers are not permitted. Any such vehicle found within the community shall be removed at tenant expense.
- 4. The repair or painting of any motor vehicle in the community is strictly prohibited and any needed repairs to the lot or property being damaged by such will be charged to the tenant.
- 5. The parking of commercial vehicles by any tenant or their guest within the property grounds is strictly prohibited without written consent from management. Commercial drivers and their companies will be held responsible for all damage caused by their vehicle.
- 6. The operation of motorcycles and mopeds in the community is strictly limited to the roadways within the community. Such vehicles must follow the rules set forth herein as they pertain to automobiles and shall only be operated by someone with a valid operator's permit.
- 7. Only operative personal vehicles licensed for the highway are permitted within the community. Off road vehicles shall not be driven within the community.
- 8. Vehicle washing is not permitted in the community. Violators will be assessed an additional water charge and subject to lease termination.

2.6 ANIMALS AND PETS

- 1. A fee may be charged for the privilege of having a pet within the community.
- 2. Domestic pets must be approved by management in writing. All animals must be registered with management furnishing the name, color, breed, sex and weight of the pet. Pets are a privileged and can be revoked.
- 3. Pets shall be inoculated and licensed according to all applicable laws, ordinances, and regulations and shall wear proper license tags. All pets must be spayed or neutered as appropriate to its gender. Tenant shall provide a copy of any license required along with a copy of the per's inoculation and spay/neuter record.
- 4. Pets must be kept inside the home, within a properly secured fenced yard, or on a leash held by pet owner at all times. Pets are not permitted to be unattended in the community and/or create any nuisance. Any pets found loose within the community may be captured and delivered to the appropriate local authority without notice.
- 5. Tenant shall be responsible for the immediate removal of all his or her pet's litter. Pets shall not be permitted to damage community property, including shrubbery, grass and vegetation, whether on or off the tenants lot.
- 6. Guests of tenants may not bring pets into the community. Also, no pet-sitting or care of nonresident owned animals is permitted.
- 7. Noisy, barking, unruly or vicious animals shall not be allowed within the community.
- 8. In consideration of the community allowing the tenant to have a pet, tenant agrees to be responsible for any damage to person or property caused by his or her pet an to indemnify and hold the community and management harmless therefrom. Any pet that prevents or inhibits the community or its agents from entering upon a lot in performance of their duties as allowed by the Rules and Regulations shall be deemed a nuisance. Written notice to the tenant from the community that a pet constitutes a nuisance or is in violation of any of these Rules and Regulations shall result in the automatic revocation of the tenants right to keep such pet in the community. Upon notice being given the pet must be removed from the community with 5 days or the tenant will be subject to termination of tenancy. No animal which has been removed from the community on account of being a nuisance or because of a violation of these rules shall thereafter ever be permitted within the community. Violation will constitute criminal action and be accessed a one (1) thousand dollar fine.

2.7 COMMERCIAL ENTERPRISE

1. No commercial enterprises or businesses shall be conducted by a tenant in the community or located within a tenant's home or lot without prior written approval of the community, nor shall advertising materials be distributed or posted by tenant within the community without management's written approval.

2. No yard/garage sales or sidewalk sales may be conducted within the community without prior written approval from management.

2.8 CONDUCT AND DECORUM

- 1. Tenants shall, at all times, respect the rights of other tenants in the community and shall refrain from public intoxication, profane and abusive language, and other disruptive conduct or behavior. No tenant shall engage in any activity in the community or affecting the community that is prohibited by any federal, state or local law, nor any any activity which could endanger the person or property of another within the community.
- 2. Tenants are responsible for the activities of their children and their guests while they are in the community, An adult must supervise young children at all times. Children are not permitted to play in the streets, parking spaces, or neighboring yards without permission. Should there be any damage caused by a child in the community to another tenants home or lot or to the community, the parents of said child will be held responsible for all damages incurred. Children under 18 years of age are not permitted to be out and unsupervised after 9:00p.m.
- 3. Loud parties, loud musical instruments or radios, or other disturbing noise, with an exception to necessary noise caused by repairs and or maintenance is not permitted in the community at any time. Tenants are advised to call the police with any noise complaints against neighboring units. Consumption of alcoholic beverages outside of tenants lot in the community is prohibited. Shouting, fighting and other forms of disorderly behavior are prohibited.
- 4. Noises of any kind which disturbs other tenants of the community are prohibited between the hours of 10:00 p.m. and 7:00 a.m. Between those hours noise should be low enough so as not to be heard outside the home. Lawn mowers and other power tools shall not be operated before 8:00 a.m. Monday through Friday. Saturday and Sunday after 10:00 a.m. Such equipment shall also not be used after 8:00 p.m. on any evening.
- 5. Discharging firearms or projectile launching devices of any type is prohibited in or on any part of the community.
- 6. No open fires are allowed within the community. (Charcoal and gas grills do not constitute an open fire). A fifteen (15) foot distance is to be maintained at all times for charcoal or gas grills of any place of residence.
- 7. No one is allowed to reside in any out building at any time.
- 8. Tenant will notify the office of any maintenance requests or pest problems. Tenants are responsible for all bug treatments inside unit and if taken care of by management a charge to tenant will occur.
- 9. Violations of any of the above rules and regulations may result in the termination of the lease and eviction of the tenant(s).

By signing below, you acknowledge and agree to the terms in Section 2.

X Rodney balser

essee IP Address: 73.145.243.115 04/28/2022 04:33pm EDT

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3. Pet Addendum

3.1 PET FEES

(765) 838-8840

This Pet Addendum is entered into between Titan Home Group LLC and Candlelight Estates LLC (collectively "Landlord") and Rodney Balser ("Tenant"), agree to amend the modify the Lot Lease Agreement (the "Lease") 137, in the community known as Candlelight Estates, LLC located at 10 Candlelight Plaza, West Lafayette, Indiana 47906 (the "Premises"). Landlord hereby appoints Titan Management Group, LLC as its property manager for the Premises and assumes all the rights and responsibilities of Landlord, pursuant to a certain property management agreement between the two parties. The parties agree as follows:

Term. The term of the addendum agreement shall be for the period defined in the Lot Lease Agreement. Tenant agrees to pay a one time non-refundable fee of:

Lot Rent (Income) \$360.00

Utility Reimbursement (Non Up-charge) Income \$55.00

Per Lessee Admin Fee \$5.00

Total: \$420.00

3.2 RULES AND REGULATIONS

Tenant is permitted to have the following animals at the following additional monthly rate. If not authorized a \$500 fine will be added per incident.

Tenant is responsible for maintaining control over the animal(s) and any damage to person or property incurred by the animal(s), including immediate removal of animal waste. Pets are a privilege that can be revoked by Landlord if Tenant is deemed by Tenant to be negligent. A \$50.00 charge will be incurred for each occurrence of animal waste not removed by Tenant. Tenant shall keep dogs on a leash. If Tenant's animal(s) become noisy, aggressive, or otherwise dangerous to the neighborhood, such behavior will be considered a violation of the Lease agreement and grounds for termination of the lease and eviction. Landlord may revoke Tenant's right to maintain a pet at the Premises in its sole discretion.

Tenant shall indemnify and hold harmless Landlord and Landlord's property manager from any allegation, claim or actual damage to person or property caused, in whole or in part, by the animal or owner's neglect or failure, Such indemnification shall include, without limitation, the reimbursement of Landlord's and Landlord's property manager's attorney fees.

By signing below, you acknowledge and agree to the terms in Section 3.

X <u>Rodney balser</u>

P Address: 172.56.13.71 04/28/2022 04:34pm EDT



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4. Sign and Accept

4.1 JOINT AND SERVERLY

This agreement will be joint and severely between all parties.

X Rodney balser

Lessee IP Address: 98.223.107.164

04/30/2022 09:57am EDT

X Cheyne Spencer

Lessor IP Address: 184.16.247.171

05/01/2022 08:36pm EDT