

WildRidge Association, Inc.

REAL ESTATE LEASE

THIS REAL ESTATE LEASE made and entered into by and between Wildridge Association, Inc., an Indiana corporation (hereinafter referred to as "LESSOR") (successor in ownership rights to the Nashville Co., Inc. concerning Wildridge RV Resort, pursuant to Corporate Warranty Deed recorded in the Office of the Recorder of Crawford County, Indiana, in Deed Book 113, page 367) and

(hereinafter referred to as "LESSEE").

The LESSOR does hereby demise and lease to the LESSEE and LESSEE leases from LESSOR the following real estate located in Crawford County, Indiana, to-wit:

Lot(s) No. _____, in Wildridge RV Resort, a portion of the North half of the Northeast quarter of Section 5, Township 2 south, Range 2 west, said leased premises, hereinafter described as the "Lot".

Said lease to be under and subject to the following terms and conditions:

1. **Term.** The term of this Lease shall be for a period of Ninety-nine years from _____ to _____, and renewable for like periods for Ten dollars (\$10.00) per period.

2. **Rent.**

(a) **Minimum Rent.** As consideration for the execution of this Lease, LESSEE shall pay LESSOR a minimum rental of \$_____. Said minimum rental shall be payable in the following manner:

(1) Cash Price	\$ _____	(6) Total Prepaid Finance Charges and Required Deposit Balance	\$ _____
(2) Down Payment	\$ _____	(7) Amount Financed (Same as 5 above)	\$ _____
(3) Unpaid Balance of Cash Price	\$ _____	(8) FINANCE CHARGE (Credit Service Charge)	\$ _____
(4) Closing Cost	\$ _____	(9) Deferred Payment Price (1 + 4 + 8)	\$ _____
(5) Unpaid Balance (3 + 4)	\$ _____		

Finance charge begins to accrue thirty (30) days prior to the due date of the first payment hereunder.

ANNUAL PERCENTAGE RATE _____%.

The total of payments (amount financed and Finance Charge) on this transaction will be \$_____. The Purchaser shall pay principal and interest in consecutive monthly installments of \$_____ each, beginning on the _____ day of _____, 20____, and continuing on the same day of each month thereafter until the whole amount is fully paid.

(b) **Annual Dues.** In addition to the minimum rent, LESSEE shall annually pay to the Wildridge Association, Inc. or its assignee or successor (hereinafter referred to as "Association"), on March 1st of each year, a fee of _____ (\$_____) for the maintenance, promotion and upkeep of the Wildridge RV Resort, including roads, recreational areas, and all amenities and utilities accrued during the year in addition to the electric pursuant to paragraph 6 of the Restrictive Covenants incorporated herein. The dues could be increased if a deficit is incurred. LESSEE agrees to become a member of the Association, immediately. Said dues to be paid at such places and in such manner as the Association may, from time to time, establish. In the event this Lease is executed following March 1st of any calendar year, the above dues shall be due and payable within sixty (60) days following the date of execution on a pro-rated basis.

3. through 15. Restrictive Covenants for Wildridge RV Resort are shown on the reverse side of this lease as paragraphs 3 through 15, and are a binding part of this lease agreement.

16. **Attorney Fees.** In the event of litigation between the parties arising out of this Lease and in the event LESSOR is the prevailing party therein, the LESSEE shall be liable for all reasonable attorney's fees expended or incurred by LESSOR as a result thereof.

17. **Abandonment.** LESSEE agrees not to abandon the described Lot during the Lease term. In the event LESSEE should abandon said Lot, or be dispossessed therefrom by process of law or otherwise, such abandonment or dispossession shall be a breach of this Lease, and, in addition to any other right which LESSOR may have, LESSOR may at LESSEE'S expense remove any personal property thereon belonging to LESSEE.

18. **Assignment-Subletting.** LESSEE may let, underlet, or sublease the described Lot only with the prior written consent of LESSOR, its successor, assignee or designated representative. In the event LESSEE should desire to transfer or assign this Lease or any part thereof, the LESSOR, its successor, assignee or designated representative, shall have the first right and option to purchase lease for a period of thirty (30) days at the price and terms proposed to be sold by LESSEE. Notice of a bona fide contract to sell, transfer or assign shall be given to LESSOR, its successor, assignee or designated representative, by certified mail with a copy of proposed contract enclosed. If no action is taken within thirty (30) days by LESSOR, its successors, assignee or designated representative, the LESSEE may consider that LESSOR has failed to exercise its right of repurchase. In the event that the described Lot is not transferred within thirty (30) days of the original notice, said LESSEE must re-submit a notification. All subsequent interest holders must be approved by LESSOR, or its successor, assignee, or designated representative. An approved transfer or assignment or sublease shall be subject to all terms and conditions herein set forth.

19. **Notices.** All notices to LESSEE shall be in writing, deposited in the United States Mail, certified or registered, postage prepaid, addressed to LESSEE at the following address:

Notices to LESSOR shall be in writing, deposited in the United States Mail, certified or registered, postage prepaid, addressed to LESSOR at the following address:

Wildridge Association, Inc.
2905 N. Dillard Rd.
Birdseye, Indiana 47513

Change of address or addressee by either party shall be by notice given to the other in the same manner as above specified.

20. **Joint and Several.** In the event there is more than one holder of a LESSEE'S interest under this Lease, each such holder shall be bound jointly and severally by the provisions of this lease.

This Lease shall be binding upon the parties hereto, their heirs, estates, assigns and successors. LESSOR expressly reserves the right to assign its rights and corresponding liabilities and obligations hereunder.

21. YOU HAVE THE OPTION TO CANCEL YOUR CONTRACT OR AGREEMENT BY NOTICE TO THE SELLER UNTIL MIDNIGHT OF THE SEVENTH DAY FOLLOWING THE SIGNING OF THIS CONTRACT OR AGREEMENT.

22. LESSEE AND HIS OR HER ASSIGNEES ARE FURTHER BOUND BY ALL TERMS AND CONDITIONS OF THE ASSOCIATION'S RULES AND REGULATIONS GOVERNING ASSOCIATION MEMBERS AND THE CONSTITUTION AND BY-LAWS AS NOW EXISTING OR MAY BE AMENDED IN THE FUTURE.

IF YOU DID NOT RECEIVE A PROPERTY REPORT PREPARED PURSUANT TO THE RULES AND REGULATIONS OF THE OFFICE OF INTERSTATE LAND SALES REGISTRATION, U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, IN ADVANCE OF YOUR SIGNING THE CONTRACT OR AGREEMENT, THIS CONTRACT OR AGREEMENT MAY BE CANCELLED AT YOUR OPTION FOR TWO YEARS FROM THE DATE OF SIGNING.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this _____ day of _____, 20_____.

LESSOR

RESTRICTIVE COVENANTS Wildridge RV Resort, 2905 North

Dillard Road, Birdseye, Indiana 47513

3. Use of Lot. Lessee agrees and this grant is made upon the expressed condition that the Lot may be used exclusively for single family, temporary camping purposes and for placement thereon of commercially produced camping vehicles. All such camping vehicles placed thereon shall be inspected and approved by Lessor, its successor, assignee or designated representative prior to placement on any Lot and no more than one such camping vehicle or no tents shall be permitted on any one Lot unless prior approval for temporary placement has been received from Lessor, its successor, assignee or designated representative.

No Lot or camper located thereon shall be continuously occupied by individuals for a period in excess of fourteen (14) days without the prior written approval of Lessor, its successor, assignee or designated representative; provided, however, that one (1) camping vehicle may remain continuously on each Lot.

No part of any camper or any building structure shall be placed nearer than twenty (20) feet to any road right-of-way, nor nearer than six (6) feet to the Lot line of any abutting Lot. A utility easement of six (6) feet front, sides and rear of the Lot is reserved for service of utilities and general improvements as may be required for the benefit and use of Lots in Wildridge RV Resort.

In the event Lessee should hold leases on two or more adjoining lots, said lots shall be combined and considered as one lot for purposes of restrictions set forth in this subparagraph.

4. Improvements. No building, permanent or temporary improvement (storage sheds, concrete slabs, screened-in porches, enclosed additions, etc.) may be erected or constructed on said camping Lots until Lessor or its successors or assigns shall have approved the plans and specifications thereof. All plans and specifications must be sent in duplicate to Lessor or its successor, assignee or designated representative by certified mail. Plans shall be deemed approved if no action is taken within thirty (30) days.

Lessee may not construct or cause to be constructed on the Lot any private water supply (well or cistern) or any individual sanitary system, including outdoor toilet or privy, and any "self-contained" sanitary system shall be emptied only into receptacles provided expressly for that purpose.

Lessor reserves the right to control any landscaping on the described Lot. Trees or shrubs planted thereon having a height of less than forty-eight (48) inches shall be surrounded by not less than four (4) white stakes at least twenty-four (24) inches in height. Lessor, its successor, assignee or designated representative shall not be responsible or liable for damage to trees or shrubs damaged during mowing or maintenance which do not meet the above requirements.

5. Repair and Maintenance. Lessee shall during the term of this Lease, at Lessee's expense, make all repairs reasonably necessary to keep the described Lot in good condition and repair. Lessee shall further maintain said Lot and that area between said Lot and the edge of the road pavement in front thereof in a clean, mowed and orderly condition.

All campers located on the described lot must be kept in good condition, painted and maintained on the exterior, and any camper left unattended for a period of more than one week must be collapsed to its road travel position.

No garbage, waste, refuse or trash shall be burned, buried or otherwise disposed of or allowed to remain on the described Lot, but shall be disposed of in receptacles and disposal units provided for specific type of waste, or trash by the Lessor. Outdoor trash receptacles must be placed so as not to be visible from any street in the Wildridge RV Resort.

In the event Lessee fails to comply with any requirement hereinabove set forth, Lessor, its successor, assignee or designated representative, may cause completion of the necessary repair or maintenance, after first providing Lessee with written notice at least seven (7) days prior to beginning such repair or maintenance. In the event that Lessor, its successors or assignee or designated representative takes such action, Lessee shall pay the cost thereof plus a fifteen percent (15%) administration charge.

6. Utilities. Lessor shall cause the following utilities to be placed on or adjacent to the described Lot:

Water and sewage system

All of the cost of such utilities shall be promptly paid by the Association, its successors or assignee from annual dues collected by it under the respective paragraphs herein. In no event shall Lessor be responsible for any charges for the same in excess of those sums collected for such purpose.

Lessee shall cause all electricity to be placed on Lessee's Lot by Dubois County REC and all electricity shall be obtained and maintained at Lessee's expense.

7. Taxes. The Association or its successor or assignee shall pay the cost of all real estate taxes assessed against the RV Resort during the term of this Lease. Lessee shall, however, be responsible and pay taxes upon all improvements and personal property placed thereon.

8. Illegal Use. No noxious, offensive, immoral or illegal trade or activity shall be permitted on the described Lot, nor shall anything be done thereon which might be or become an annoyance or nuisance to area Lot holders.

9. The Wildridge Association. Lessee and each other holder of an interest in lots located in the Wildridge RV Resort, except Lessor and its successor, shall be a member of the Association and shall annually pay to the Association those annual dues established in Paragraph 2(b) of this Lease, and such additional sums as may be required to pay the cost of those services to be rendered by the Association, as herein described. The total cost of such services shall be prorated equally among all leased lots located within said Resort. It is expressly understood that at no time will such annual dues and annual sums exceed that amount required for those services required hereunder for the utilities, maintenance and repair and administration of the Resort area. Any dues not received by the due date will be assessed a late charge and an 18% annual interest rate on total amount due.

10. Common Areas. Lessor or the Association, or successors or assignees thereof, have constructed or will in the future construct within the Wildridge RV Resort area certain roadways, greenways, walkways, parking areas, comfort centers and recreational areas set forth in a plat of said Resort, which may be reduced or increased by Lessor from time to time, for the non-exclusive use of Lessee, the visitors and invitees thereof, of owners of interest in other Lots within said Resort, and of other persons to whom permission to use is granted by Lessor, its successor, assignee and designated representative. Use of said common areas shall at all times be subject to reasonable rules and regulation established from time to time by Lessor, the Association, or successors, assignees or designated representatives thereof.

In order to prevent the acquisition of public rights, or to make improvements or alterations to common areas, Lessor reserves the right to temporarily close portions of said common areas to all parties. Lessee shall at all times, however, be granted a means of ingress and egress from the described Lot to a public road.

11. Entry and Inspection. Lessor expressly reserves for its self, its successor, assignee and designated representative the right to enter upon the described Lot at all reasonable times for purposes of inspecting the same, making required repairs or maintenance thereon and determining compliance with the terms and conditions of this Lease.

12. Indemnification. Lessee hereby agrees to indemnify Lessor against and to hold Lessor harmless from any and all claims or demands for loss of or damage to property or for injury or death to any person from any cause whatsoever while in, upon or about the described Lot unless said loss or damage is caused by Lessor's negligence. Lessee agrees to indemnify Lessor against and to hold Lessor harmless from said claims or demands for loss of or injury or death to any person while in or upon sidewalks, parking and recreational areas and roads in the Resort area, so long as said loss, damage, etc. was caused by Lessee's negligence. Lessee agrees to take out and maintain with a reputable insurance company, at Lessee's sole cost and expense, public liability insurance against property damage or personal injury growing out of the use of or occurring on or about the premises, with liability limits of at least Fifty Thousand Dollars (\$50,000) property damage and One Hundred Thousand Dollars (\$100,000) personal injury. Lessor, its successor, assignee or designated representative, shall be named as co-insured on all such policies, and shall be entitled to a certificate of the insurer showing said coverage to be in effect.

13. Miscellaneous Provisions.

(a) No commercial, for sale signs, advertising devices, or transactions shall be permitted on the described Lot.

(b) No hunting, trapping or shooting of firearms shall be permitted on the described Lot or within the Resort area.

(c) No animals, except household pets, which must be kept on a leash at all times.

(d) No unlicensed motor vehicles shall be permitted on the described Lot or within Resort area.

No vehicles will be permitted to park on any street in the Resort. No less than one (1) off-street parking space shall be provided by Lessor.

(e) No more than four (4) guests may reside on the described Lot at any one time unless all members of Lessee's immediate family or unless prior written approval is received from Lessor, its successor, assignee or designated representative.

(f) Lessor reserves for its self, its successor, assignee or designated representative the right to establish from time to time and enforce various rules and regulations for the common benefit of all lessees within the Resort area. Such rules and regulations shall be posted at a designated location and once posted shall be binding upon all persons using the Resort area, including Lessee. Violation of any such rule shall be considered as a failure to observe a condition of this Lease and may be treated as a default of this Lease.

14. Default. This Lease is made upon the express condition that if LESSEE fails to pay the rental set forth hereunder as the same shall become due, and

such failure shall continue for a period of twenty (20) days after written notice thereof from LESSOR to LESSEE, or if LESSEE fails or neglects to perform, meet or observe any of LESSEE'S other obligations hereunder and such failure or neglect shall continue for a period of twenty (20) days after written notice thereof from LESSOR to LESSEE, then LESSOR at any time thereafter, by written notice to LESSEE, may lawfully declare the termination hereof and re-enter said premises or any part thereof, and by due process of law, expel, remove and put out LESSEE or any person or persons occupying said premises and may remove all personal property therefrom without prejudice to any remedies which LESSOR might have under the provisions of this Lease. In such event, 15% of prior rental hereunder, or actual damages, whichever is greater, shall be forfeited.

Notwithstanding any other provision of this Lease, where the curing of an alleged default requires more than the payment of money, and the work of curing said default cannot reasonably be accomplished within the time otherwise permitted herein, and when LESSEE has commenced upon the said work of curing said default and is diligently pursuing same, the LESSEE shall be entitled to reasonable time extensions to permit the completion of said work of curing said default, as a condition precedent to any re-entry by LESSOR or termination of the Lease by Lessor, and any defect that is cured shall not thereafter be grounds to re-entry or for termination.

15. Non-Waiver of Default. The subsequent acceptance of annual dues hereunder by LESSOR, or by the Association or successors, assignees or designated representatives thereof, shall not be deemed a waiver of any preceding breach of any obligation hereunder by LESSEE other than the failure to pay the particular dues so accepted, and the waiver of any breach of any covenant or condition by LESSOR shall not constitute a waiver of any other breach regardless of knowledge thereof.

The Property Report is incorporated, by reference, as a part of these Restrictive Covenants.

WILDRIDGE ASSOCIATION, INC.

By: _____
LESSEE

Name(s)

Address