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SAN ANTONIO, TX 78223
(210) 337-5900



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SAN ANTONIO, TX 78223
(210) 333-0830

WELCOME TO INDIAN HILLS! Our modern community has been carefully designed for your convenience and pleasure. It is essential that each resident read, understand, and abide by the community rules to insure an attractive, safe and desirable place to live.

RENTAL AGREEMENT

This is a rental agreement between (INDIAN HILLS MANUFACTURED HOME COMMUNITY or INDIAN HILLS II MANUFACTURED HOME COMMUNITY) (“OWNER”) and

_____ (“RESIDENT”). OWNER agrees to rent to RESIDENT and RESIDENT agrees to rent from OWNER a certain homesite in its present condition known as:

_____ (the “PREMISES”) located within (INDIAN HILLS MANUFACTURED HOME COMMUNITY or INDIAN HILLS II MANUFACTURED HOME COMMUNITY), San Antonio, Bexar County, Texas.

Such rental is to be on a MONTH-TO-MONTH basis at a monthly rental rate of \$ _____, payable in advance and without demand on or before the first (1st) day of each calendar month. The rent for the first month may be prorated. The prorated rental for the first month from the date of initial occupancy, _____ (DATE) through the last day of that same month, is \$ _____ per day. RESIDENT agrees to pay the rent on the due date by check or money order to the OWNER. OWNER does not accept payment of rent or other charges in cash. RESIDENT agrees to pay OWNER a PAST DUE LATE CHARGE not to exceed TWENTY-FIVE DOLLARS (\$25.00) if amounts due and payable under this Agreement are not received by OWNER by the fifth (5th) day of the month in which it is due. All payments received by OWNER from RESIDENT shall first be used to discharge non-rent items (such as past due late charges, returned check charges, attorney’s fees, court costs and other miscellaneous charges), regardless of notations on checks, and the balance, if any, to rent. A RETURNED CHECK CHARGE not to exceed THIRTY DOLLARS (\$30.00) will be charged for each check given by RESIDENT to OWNER that is returned to OWNER unpaid due to insufficient funds or for any other reason.

RESIDENT agrees that the premises shall be used only as a lot for occupancy by a manufactured home for RESIDENT’S exclusive residential purpose. The maximum occupancy of RESIDENT’S home is two persons times the number of bedrooms in the home, never to exceed six (6). IT IS AGREED that only the following persons shall reside in the RESIDENT’S home placed on the premises (and if this changes IN ANY WAY, RESIDENT must notify the office of any changes):

Name	Relationship	Age
Name	Relationship	Age
Name	Relationship	Age
Name	Relationship	Age
Name	Relationship	Age
Name	Relationship	Age

RESIDENT agrees to move out of and to vacate the premises by removing the manufactured home and all other personal property belonging to RESIDENT at the end of the rental term unless this Agreement shall have been extended for an additional term of one month. RESIDENT and OWNER agree that either party may terminate this Agreement by giving the other FIFTEEN (15) DAYS WRITTEN NOTICE.

RESIDENT agrees that OWNER may, at OWNER'S option and RESIDENT'S risk and expense, remove any of RESIDENT'S property left on or about the premises after this Agreement terminates or after OWNER'S right of possession of the premise terminates for any reason. OWNER shall in no event ever be responsible for any of RESIDENT'S property left on or about the premises.

RESIDENT agrees to deposit the sum of \$ _____ with OWNER as a Security Deposit for the full and faithful performance by RESIDENT of the terms, conditions and covenants of this Agreement on RESIDENT'S part to be performed and kept. This Security Deposit is not advance rent. OWNER agrees to hold such deposit and to deduct such portion or all of the deposit to repair any damages to the premises caused by RESIDENT, or to perform any of RESIDENT'S obligations under this Agreement, including payment of rent or other sums due OWNER under this Agreement. Within thirty (30) days after RESIDENT surrenders the premises, any remaining portion of the Security Deposit, after lawful deductions as above provided, shall be returned to RESIDENT directed to the address left or given by such RESIDENT specifically for such purpose.

HOWEVER, RESIDENT SHALL NOT BE ENTITLED TO ANY PORTION OF THE SECURITY DEPOSIT AS A REFUND UNLESS RESIDENT GIVES OWNER FIFTEEN (15) DAYS ADVANCE WRITTEN NOTICE OF SURRENDER OF THE PREMISES. Upon demand, RESIDENT agrees to replenish the amount of the Security Deposit and a failure to do so shall be a material breach of this Agreement.

RESIDENT is responsible for the compliance of him(her)self, his (her) family, agents, guests and invitees, with the following RULES AND REGULATIONS. OWNER reserves the right to amend or modify the RULES AND REGULATIONS or, in the future, to promulgate additional RULES AND REGULATIONS. IT IS AGREED that OWNER may terminate this Agreement immediately if RESIDENT, his (her) family, agents, guests or invitees violate any of these RULES AND REGULATIONS or if OWNER deems improper or objectionable any conduct by RESIDENT, his (her) family, agents, guests or invitees on or about the premises.

The roadways, clubhouse, management office, mail boxes, recreational facilities; parking areas and other areas used by all residents in common are considered the [COMMON AREAS] of the Community.

RULES AND REGULATIONS

1. CONSTRUCTION ON PREMISES. No excavation, construction, addition or modification shall be made to the premises or to any of OWNER'S Property without prior written permission the community manager. Electrical, gas, water and other utilities are located underground. UNAUTHORIZED EXCAVATION OR DIGGING POSES A RISK OF INTERRUPTING OR DAMAGING UTILITIES AND CAUSING INJURY TO PERSONS AND/OR PROPERTY.

2. ENTRY OR REMOVAL OF HOMES.

A. PLACEMENT OR REMOVAL of homes shall be done under the supervision of the Community Manager, but at the sole expense and risk of RESIDENT, who shall be responsible for any damage done to other persons, OWNER'S property or to the property of others.

B. PLACEMENT OR REMOVAL should be scheduled IN ADVANCE with the Community Manager. Parking or removal shall be planned under favorable, dry weather conditions and between the hours of 9:00 A.M. and 3:00 P.M. weekdays only, holidays excluded.

3. INSTALLATION.

A. RESIDENT agrees that his (her) home shall be installed and anchored to the ground on the premises at his (her) expense and in accordance with all applicable governmental statutes, ordinances, regulations and requirements.

B. RESIDENT shall be responsible for and indemnify OWNER against the consequences of improper installation of RESIDENT'S home.

C. If the home has a hitch that is bolted on, the hitch must be removed and stored under the home. If the hitch is welded on, it must be covered and skirted when the home is skirted.

4. SKIRTING.

A. To enhance appearance, all homes must be equipped with skirting acceptable to the OWNER, who shall approve the workmanship. Samples of acceptable skirting materials are at the office. OWNER must approve alternate materials in writing. OWNER does not accept plywood skirting.

B. Skirting acceptable to the OWNER shall be installed no later than SIXTY (60) DAYS after RESIDENT'S initial occupancy.

5. LANDSCAPING AND FENCING.

A. Landscaping is the responsibility of RESIDENT.

B. Each RESIDENT is responsible for keeping his (her) premises mowed, clean, and attractive. Grass or other ground cover shall not exceed three and one-half inches (3-1/2") in height. If RESIDENT fails to keep his (her) premises mowed and clean, then after giving RESIDENT notice and a reasonable time within which to mow and/or clean the premises, OWNER may mow and/or clean the premises and charge RESIDENT a fee of \$40.00 per occurrence for such services. In performing these services, OWNER shall not be responsible for any damage to RESIDENT'S property or landscaping.

C. Check with the Community Manager before digging or planting any trees, shrubs or making any other landscaping improvements. UTILITIES ARE UNDERGROUND, AND EXCAVATION OR DIGGING MAY BE HAZARDOUS!

D. All landscaping improvements planted or attached to the premises immediately become a part of the premises and belong to OWNER and shall remain and be a part of the premises.

E. Fencing. Materials, design and location of ANY fence installed MUST BE approved in writing BEFORE construction begins.

F. Power mowers and other power lawn equipment should only be used during daylight hours.

6. CARPORT COVERS, PATIO COVERS, DECKS AND STEPS.

A. ALL carport covers, patio covers, window awnings or enclosures must comply with local building codes. Tents and portable shelters may not be used at any time as a dwelling or living quarters, and may not be erected on the premises for more than three (3) days.

B. ALL exterior improvements (this includes painting or replacing siding/skin of home) and ALL additions must have the Community Manager's written approval BEFORE any work or construction is commenced.

C. The placement, maintenance and repair of carport covers, patio covers, decks and steps to the home are the sole responsibility of the RESIDENT.

D. A 4'x4' minimum deck is required on front side of home within 120 days of move-in unless: (i) Resident has a 100% masonry set of steps, or (ii) no vertical distance between the ground and the door exists. Only treated lumber (no plywood) may be used for decks. Back steps must be solid, with no open spaces.

7. STORAGE.

A. Tires and axles from the manufactured home should be stored underneath the home. For safety and appearance, no other storage is permitted under the home or in open view on the premises.

B. Only storage buildings or cabinets that are approved by the Community Manager, in writing, may be installed or maintained on the premises. Check with the Community Manager for details.

C. No fuel, flammable substances, explosives or other hazardous materials may be stored in or around the premises.

8. GENERAL MAINTENANCE. RESIDENT is responsible for keeping his (her) home, premises and all improvements or additions thereto, including patio covers, awnings and other improvements in good, clean and safe condition. The premises shall be maintained free of debris, trash and refuse. Leaks in water and sewer lines shall be repaired immediately. Metal foil shall not be placed over windows.

9. TELEVISION/RADIO ANTENNAS. Cable television is available to each RESIDENT. Inside antennas give acceptable radio and television reception. No outdoor antennas or satellite dishes may extend more than thirty inches (30") above the roof of the home.

10. SOLID WASTE DISPOSAL.

A. Household garbage and refuse is collected by the City of San Antonio. Please check with the Community Manager for days and times of collection.

B. All garbage and refuse must be placed in plastic or metal containers with tight fitting lids.

C. Garbage containers must be stored at the rear of the home or in a location screened from view.

D. Filled containers should be placed just back of the curb in the early morning on collection day and removed within twelve (12) hours following collection.

E. Do not dump trash, refuse or tree trimmings on vacant lots, other tenants' property or over fences.

11. MOTOR VEHICLES.

A. Motor vehicles will not be repaired or painted anywhere in the Community, including RESIDENT'S premises.

B. Motor vehicles will be parked off the street from 11:00 P.M. until 6:00 A.M. Additional parking for vehicles in good running order with current licenses and inspection stickers is available around the Clubhouse. Do not park in yard or across curbs or sidewalks.

C. Unlicensed or uninspected or nonoperable motor vehicles shall not be stored on the street or anywhere on or around the RESIDENT'S premises.

D. Oversized vehicles, heavy equipment and trucks above the size of one (1) ton are not to be brought inside Community except by OWNER to effect improvements and repairs.

12. TRAFFIC.

A. For everyone's safety, residents must observe the posted traffic rules. THE SPEED LIMIT IS 10 MPH IN THE PARK. IT IS DANGEROUS TO DRIVE ABOVE THIS LIMIT. CHILDREN ARE PRESENT. PLEASE DRIVE IN A SAFE, CAUTIOUS AND COURTEOUS MANNER. PLEASE BE ALERT FOR PEDESTRIANS, CHILDREN AND BICYCLISTS.

B. RESIDENTS are responsible for the conduct of their family and friends and should advise visitors of these RULES AND REGULATIONS of the strict speed limit and traffic rules.

C. Make sure your visitors' vehicles do not block adjacent driveways or fire hydrants.

D. Motorcycles or motor powered vehicles are allowed in the Community only if licensed, inspected and equipped with a muffler and driven by a licensed driver. Pleasure riding is not permitted in the Community.

E. Recreation vehicles, boats, camper shells, trailers, etc. may not be stored on RESIDENT'S premises or parked or stored on the street. The Community currently has an area available for the storage of a limited number of approved items. OWNER is not responsible for theft or damage to any item stored or parked in the storage area.

13. PEACE AND QUIET.

A. Radios, televisions, stereos and other sources of noise shall be kept within moderation at all times. There shall be no audible noise outside the home.

B. Loud noise or late night parties are not permitted. Quiet time is from 11:00 P.M. to 7:00 A.M.

C. Interference with or the willful destruction or injury to the property of others will result in immediate termination of the Rental Agreement.

D. No business or commercial enterprise of any kind or nature may be conducted from any RESIDENT'S home or the premises.

E. OWNER has zero tolerance for fighting or other aggressive behavior and RESIDENT hereby understands that such conduct will result in termination of the Rental Agreement.

F. Air rifles, B.B. guns, fireworks, slingshots, archery equipment, unlicensed motorcycles and go-carts are specifically prohibited from the Community.

14. CHILDREN.

A. RESIDENTS are responsible for the conduct of their children AT ALL TIMES. RESIDENTS will be held strictly accountable for any damage or loss to Community property or the property of others resulting from the actions of their children.

B. Children who violate clubhouse, swimming pool or any other Community rules while using any Community facilities may be excluded from using these facilities.

C. Any violation of any Federal, State, County or City ordinance, especially the possession of illegal drugs and controlled substances, will result in termination of the Rental Agreement.

15. GUESTS. RESIDENTS are responsible for the conduct and safety of their family members and guests while on the Premises. Guests under the age of 18 years must be under the supervision of their host at all times. OWNER reserves the right to limit the number of guests present at the clubhouse and in the swimming pool area or any other Community facilities.

16. PETS. In a manufactured home community, having a pet is difficult and is discouraged. Permission to keep any domestic animal or pet in the Community must be obtained in writing from the Community Manager in the form of a Pet Agreement. OWNER may increase the amount of the Security Deposit under the Pet Agreement, and the Pet shall be a part of this Rental Agreement. "Wild" animals, such as exotic cats, are not permitted even if "tame." All pets must be less than 35 lb. No temporary "dog sitting" is permitted.

17. RECREATIONAL FACILITIES.

A. The clubhouse and recreational areas are provided for the use and pleasure of RESIDENTS. Use of the clubhouse and recreational facilities is a privilege and NOT a right. There is no charge for most activities; therefore, RESIDENTS using the facilities are responsible for clean up. OWNER may require a Security Deposit for parties or other gatherings. RESIDENTS using the clubhouse for a party or event are responsible for providing security, cleaning up, disposing of all trash, and for any damage or loss to facilities and equipment.

B. Alcoholic beverages are NOT allowed in the recreational facilities. NO GLASS CONTAINERS ARE PERMITTED IN THE POOL AREA AT ANY TIME.

C. The Community Manager will furnish you additional information regarding dates and hours of operation, reservation of the facilities, etc. Swimming pool rules are posted near the pool and must be observed. RESIDENTS UNDERSTAND AND AGREE THAT THERE IS NO LIFEGUARD ON DUTY AT THE SWIMMING POOL AND AGREE TO ACCOMPANY AND SUPERVISE THEIR CHILDREN AT THE POOL.

18. SOLICITATION. No door-to-door solicitation of any kind or for any purpose is allowed in the Park.

RESIDENT agrees not to assign or sublease the premises or any part thereof, or any right or privilege connected with the premises, or to allow any other person, except RESIDENT'S guests to occupy the premises or any part of the premises without obtaining OWNER'S prior written approval.

RESIDENT understands and agrees that the transfer of the ownership of his home by sale, devise, or for whatever reason, does not mean that the third party may automatically rent the premises from the OWNER.

RESIDENT agrees that OWNER and OWNER'S agents, employees or other representatives shall have the right to enter upon the premises at all reasonable times with or without notice, for the purpose of inspection or for making repairs or improvements. However, this clause shall never be construed to create an obligation or duty on the part of OWNER to make such inspections or repairs.

RESIDENT agrees to hold OWNER harmless from and indemnify OWNER for all payments, expenses, reasonable attorney's fees, and all claims and liabilities for losses or damage to property or injuries to persons caused wholly or in part by or resulting from any acts or omission by RESIDENT or RESIDENT'S guests, licensees, invitees, or for any cause or reason whatsoever arising out of or by reason of the occupancy or use of the Premises and common areas by the RESIDENT.

RESIDENT agrees that OWNER shall not be liable for any damage or injury to property or persons that may be sustained by RESIDENT or other person as a consequence of the failure, breakage, leakage or other obstruction of the water, sewer, electrical, gas, or by reason of the elements; or resulting from the carelessness, negligence or improper conduct on the part of RESIDENT, his (her) agents, guests or licensees or attributable to any interference with, interruption of, or failure beyond the control of OWNER, of any service to be furnished or supplied by OWNER. OWNER is not responsible for losses due to Acts of God, from theft or accident.

PAYMENT OF TAXES AND ASSESSMENTS. RESIDENT agrees to pay before delinquency all state and local taxes and assessments levied against RESIDENT or RESIDENT'S home and/or personal property.

UTILITIES. RESIDENT agrees to pay, before delinquency, for all utilities provided to the premises, together with any taxes or fees attributable to such utility services except as specifically set forth below. No home may be occupied as a residence unless connected to utility meters located on the rented homesite and receiving water and electricity and/or gas service. Utility connections must be finally inspected and approved by the City of San Antonio. USE OF UTILITY SERVICES FROM ADJACENT HOME SITES IS NOT PERMITTED.

OWNER shall provide the following utility services to RESIDENT (if none write "none"):

DEFAULT-REMEDIES. If RESIDENT fails to pay rent or defaults in promptly and fully performing any provision or term of this Rental Agreement, and RESIDENT does not correct the default with FIVE (5) days after receipt of notice from OWNER to RESIDENT, or if RESIDENT, his (her) family or guests, agents or invitees violates any rule or regulation of this Rental Agreement, OWNER may WITHOUT FURTHER NOTICE TO RESIDENT declare this Agreement and all of RESIDENT'S rights and interest created by it terminated. Any termination of this Agreement shall not relieve RESIDENT from paying any sum or sum due under the Agreement at any time of termination. In addition to its rights and remedies at law, OWNER shall have, after termination, the right to reenter the premises without notice and to remove all of RESIDENT'S property from the premises. OWNER may store the property in a public warehouse or at another place of OWNER'S choice at RESIDENT'S expense or account and at RESIDENT'S sole risk. If OWNER files an action to enforce any covenant of this Agreement or for a breach of any term or covenant in this Agreement, RESIDENT agrees to pay OWNER reasonable attorney's fees for the services of OWNER'S attorneys and any and all court costs associated with termination of this Agreement.

NOTICES. Notices given pursuant to provisions of this Agreement or necessary to carry out the terms of this Agreement shall be in writing and delivered either (i) personally to the person to whom the notice is given, or (ii) mailed postage prepaid Certified Mail or regular mail addressed to such person, or (iii) posted on the outside of the entry door of RESIDENT'S home. When notice is given by Community Manager it shall be effective when deposited, postage prepaid with the United States Postal

Service or on the date notice is posted on the entry door of RESIDENT'S home. Notice must be given in writing of any needed repairs to the premises or Common Areas.

TEXAS LAW TO APPLY. This Agreement shall be construed under Texas law and all obligations of the parties created under this Agreement are performable in Bexar County, Texas.

RIGHTS AND REMEDIES CUMULATIVE. The rights and remedies under this Agreement are cumulative and either party's using one right or remedy will not preclude or waive that party's right to use any other remedy. These right and remedies are in addition to any other rights the parties may have by law, ordinance or otherwise.

PRIOR AGREEMENTS SUPERSEDED. This Agreement, together with the Pet Agreement, Security and Key Deposit Agreement between the parties and the Community Swimming Pool Rules, is the sole agreement between the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter.

NO WAIVER. OWNER'S waiver of RESIDENT'S default or breach of any term or covenant of this Agreement will not be considered a waiver of any other or future default or breach by RESIDENT of the same or any other term or covenant of this Agreement.

PARTIES BOUND. This Agreement shall bind and inure to the benefit of the parties and their respective representatives, heirs, executors, administrators, legal representatives, successors and assigns when this Agreement so permits. If more than one person signs this Agreement as RESIDENT, then they shall be jointly and severally liable for RESIDENT'S obligations under this Agreement and a notice given to any one of them shall be good and sufficient notice to all who sign this Agreement as RESIDENT.

RESIDENT, having read and understood this Agreement, signs same on this the _____ day of _____,
_____.

RESIDENT

RESIDENT

RESIDENT

ACCEPTED AND AGREED:

OWNER:

BY:

Community Manager/Agent/Representative