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Lewiston, Idaho 83501
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FILED
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CLERK
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IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF IDAHO

In re:) Case No. 00-21327
)
JOEY LEE JAMES, and) OBJECTION TO CLAIM
KIM RICHELE JAMES,) AND NOTICE OF HEARING
fka Kim Covill,) (Re: Country Homes Mobile
fka Kim James,) Park)
husband and wife,)
Debtors.)

TO THE FOLLOWING CLAIMANT: Country Homes Mobile Park, P.O. Box 8416,
Moscow, ID 83843

YOU ARE HEREBY NOTIFIED that the debtors herein have objected to the allowance of your claim:

Claim dated filed the 3rd day of January, 2001 (see attached Exhibit)

Total amount: \$ 1,014.00

Exact amount claimed cannot be readily determined from reading the proof of claim, but it appears to claim \$507.00 unsecured priority plus accruing charges of rental fees at \$169 per month and \$507.00 unsecured rental fees.

Failure to file a reply or amended proof of claim will result in the undersigned requesting that the court enter an order disallowing your claim TO THE EXTENT OBJECTED TO without further notice to you.

OBJECTION TO CLAIM AND NOTICE OF HEARING
(Re: Country Homes Mobile Park) -1-

19

Basis of objection and requested change: Debtors' Chapter 13 bankruptcy was filed on November 13, 2000. The debtors moved from the mobile home park the end of October 2000. The debtors' plan calls for the surrender of the 1995 Champion 24x40 manufactured home to Chase Manhattan and therefore, the claim should be disallowed in its entirety

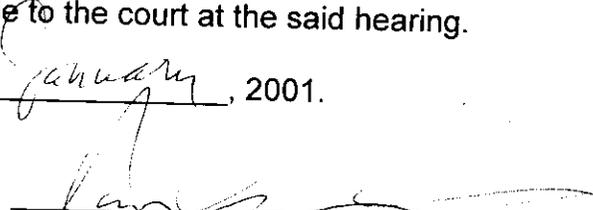
NOTICE OF HEARING

TO: Creditor above-named

PLEASE TAKE NOTICE that the undersigned will call on for hearing the foregoing objection in the courtroom of the above-entitled court in the Federal Building, 220 East Fifth, Moscow, Idaho, on the 12th day of March, 2001, at the hour of 10:00 AM or as soon thereafter as counsel may be heard.

If you intend to contest this objection, you are respectfully requested to provide due notice of your intent to the undersigned so that expert testimony or other evidence supporting this objection will be available to the court at the said hearing.

DATED this 2nd day of January, 2001.


Kenneth L. Anderson
Attorney for Debtors

Certificate of Mailing

I hereby certify that I caused a true and correct copy of the foregoing to be mailed by first class mail, postage prepaid, to the named creditor (and attorney, if one was named) at the address shown hereinabove and to Barry Zimmerman, Trustee, Box 1315, Coeur d'Alene ID 83816-1315, and to Jeffrey Howe, Assistant U.S. Trustee, P.O. Box 110, Boise ID 83701, on the 19th day of January, 2001.


OBJECTION TO CLAIM AND NOTICE OF HEARING
(Re: Country Homes Mobile Park) -2-

FORM B10 (Official Form 10X498)

UNITED STATES BANKRUPTCY COURT
DISTRICT OF IDAHO (MOSCOW)

Name of Debtor
Joey Lee James
Kim Richele James

Case Number
00-21327

JAN 03 2001

Cameron S. Burke
Clerk, Idaho



THIS SPACE IS FOR COURT USE ONLY

Name of Creditor (The person or other entity to whom the debtor owes money or property):
Country Homes Mobile Park
Name and Address where notices should be sent:

Country Homes Mobile Park
PO Box 8416
Moscow ID 83843

- Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
- Check box if you have never received any notices from the bankruptcy court in this case.
- Check box if the address differs from the address on the envelope sent to you by the court.

Telephone Number: 208-882-1205

Account or other number by which creditor identifies debtor:
LOT # 12 RENTAL

Check here if replaces this claim amends a previously filed claim, dated _____

1. Basis for Claim

- Goods sold
- Services performed
- Money loaned
- Personal injury/wrongful death
- Taxes
- Other *MOBILE HOME SPACE RENTAL FEES (RENTAL AGREEMENT ATTACHED) #169 PER MONTH*

- Retiree benefits as defined in 11 U.S.C. §1114(a)
- Wages, salaries, and compensation (fill out below)
Your SS #: _____
Unpaid compensation for services performed from _____ to _____ (date) (date)

2. Date debt was incurred:
11/1/00 + ACCRUING MONTHLY

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: *RENTAL FEES: \$507.00 PER MONTH JAN + ACCRUING AT*
If all or part of your claim is secured or entitled to priority, also complete item 5 or 6 below. *#169 PER MONTH TAKE OFF*

Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges. *SIGNED MONTHLY RENTAL AGREEMENT, ACCRUING RENT #169/MO.*

5. Secured Claim.

Check this box if your claim is secured by collateral (including a right of setoff).

Brief Description of Collateral:
 Real Estate Motor Vehicle
 Other _____

Value of Collateral: \$ _____

Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____

6. Unsecured Priority Claim.

- Check this box if you have an unsecured priority claim *RENTAL FEES*
Amount entitled to priority \$ *507.00 + ACCRUING MONTHLY*
Specify the priority of the claim: *UNLESS MA REMAINS ON LOT # 12*
- Wages, salaries, or commissions (up to \$4,300)* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3).
- Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4).
- Up to \$ 1,950* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6).
- Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7).
- Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
- Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(_____).

*Amounts are subject to adjustment on 4/1/01 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

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8. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.

9. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

6

Date

1/3/01

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):

Valerie Smith, VALERIE SMITH, OWNER
Country Homes Mobile Park

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 132 and 3571.

Chapter 12 and 13 claims, along with any supporting must be filed in duplicate.

COUNTRY HOMES MOBILE PARK - 2000

Tenant Accounts - Rental Income

SPACE	TENANT	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1	Dorman/Corner	185	185	185	189	189	189	189	189	189	189	189	189
2	Johnson	185	185	185	189	189	189	189	189	189	189	189	189
3	Meckel	189	189	189	179	189	179	189	Vacant	179	189	189	189
4	Coonrad	185	185	185	189	189	189	189	189	189	189	189	189
5	Stockton	185	185	185	189	189	189	189	189	189	189	189	189
6	W. Miller	185	185	185	189	189	189	189	189	189	189	189	189
7	Willis	185	185	185	189	189	189	189	189	189	189	189	189
8	Nagle	185	185	185	189	189	189	189	189	189	189	189	189
9	Cook	185	185	185	189	189	189	189	189	189	189	189	189
10	Gibbs	185	185	185	189	189	189	189	189	189	189	189	189
11	Walker	185	185	185	189	189	189	189	189	189	189	189	189
12	Joey James	185	185	185	189	189	189	189	189	189	189	CH13	CH13

Tenant Accounts - Rental Income

SPACE	TENANT	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1	Dorman/Corner												
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5	Stockton												
6	W. Miller												
7	Willis												
8	Nagle												
9	Cook												
10	Gibbs												
11	Walker												
12	Joey James	CH13											

*divided
total 507.00
+ Accounting @ \$169.00 per month with a some remaining on lot #12*

COUNTRY HOMES MOBILE PARK**Harold S. Smith**P.O. Box 8416 ♦ Moscow, Idaho 83843
Phone (208) 882-1208

December 30, 1999

Dear Homeowner:

Effective April 1, 2000, the monthly rental fees for rent, water and sewer will increase to \$169.00. The increase is due to higher operating costs and ad valorem taxes. Please mark your calendars concerning the rental fee increase as another notice will not be sent.

Copies of the 1999 Drinking Water Report that was drafted for the State of Idaho Division of Environmental Quality are available at the Country Homes office. This report confirms that we are performing all required water sampling and your water is safe.

Please do not leave your water running or dripping during the winter months. Also, leaking or continually running toilets or faucets drain many gallons of water from the water storage tank. If you have a problem fixing plumbing, Harold will be glad to help you. We are on a well system and must conserve the water for household use.

There have been several complaints concerning the number of cats in the park. Those residents that have three cats will be grandfathered at this time until one of the three cats are gone, or unless they are causing continual problems in the park. The third cat may not be replaced so that the two cat rule applies. Anyone with more than three cats, or unneutered cats, must make arrangements to remove them from the park. We are hereby amending the Rental Agreement effective April 1, 2000, to read as follows concerning pets:

RENTAL AGREEMENT AMENDMENT:

PETS: Limited to two neutered cats. **NO DOGS.** Should the manager become aware of more than two cats residing with tenant, cats that are not neutered, litters of kittens, a dog, or other unapproved pet, a 3-day notice will be issued which may result in eviction. Other residents do not want your cat on their rental lot, decks, or cars. No pet sitting by tenant of any kind.

Thank you for your cooperation and have a Happy New Year.

Respectfully,


Valerie Smith
Owner

COUNTRY HOMES MOBILE PARK

Harold and Valerie Smith
P.O. Box 8416, 3276 Lenville Rd.
Moscow, Idaho 83843
Phones: Office (208) 882-1205, Other Emergency (208) 882-5367

RENTAL AGREEMENT

This rental agreement is made and entered into this 11th day of June, 1998, by and between Harold or Valerie Smith who are the owners of Country Homes Mobile Park, hereinafter referred to as "manager," and JOEY G. JAMES and KIM R. JAMES, hereinafter collectively referred to as "tenant". For and in consideration of the mutual covenants and conditions herein contained, manager hereby rents to tenant, and tenant does hereby rent from manager, that certain manufactured home lot located in Country Homes Mobile Park, commonly referred to as lot number 62. Tenant's mailing address in the community will be: 3270 Lenville Rd. # 12, Moscow, ID 83843.

ADDITIONAL AGREEMENTS:

1. **USE OF PREMISES:** Tenant shall use the subject lot for the exclusive purpose of the placement and occupancy of a manufactured home as a residence.
2. **TERM OF TENANCY:** The rental agreement shall commence on the 1st day of July, 1998, and shall continue thereafter on a month to month basis until terminated.
3. **RENTAL PAYMENTS:**
 - A. Tenant agrees to pay manager rental payments in the amount of \$ 159⁰⁰, payable on the first day of each month after the commencement date. Rental payments are considered delinquent after the 10th day of each month, whereby a \$10.00 late fee will be charged. All rent, charges and fees are to be paid to the manager by personal check or money order at the provided rent drop box, or by mail to the provided mailing address. There is a \$15.00 charge on any returned checks. Tenant agrees not to withhold rent, charges and fees for any reason, and there is no refund of rent when rental lot is vacated during a rental month.
 - B. Rent and charges may be uniformly adjusted by the manager upon ninety (90) days written notice to tenant. Provided, however, that the monthly rent and/or additional charges may be increased upon thirty (30) days written notice for an increase in the park's ad valorem taxes, utility assessments, or other services included in the monthly rental charges, after the effective date of such a change.
 - C. Failure to make timely payment of rent or other charges on three or more occasions during any twelve month period is cause for termination of tenancy as provided by law.
4. **SECURITY DEPOSIT:**
 - A. Upon the execution hereof, tenant shall pay manager a security deposit in the sum of \$ 100⁰⁰.
 - B. The security deposit set forth above shall secure the performance of tenant's obligations hereunder. Manager may, but shall not be obligated to, apply all or portions of said deposit towards the satisfaction of tenant's obligations hereunder. Tenant shall not have the right to apply the security deposit in payment of last month's rent. Deductions from the security deposit may be made for, but not limited to, the following items: unpaid rents, charges or fees, cleaning of the rental lot, repair to the subject lot or other property, facilities, and equipment, and any other amounts due manager.

SECURITY DEPOSIT:

- B. (Continued) The unused balance of the security deposit shall be refunded to tenant within thirty (30) days from the date the rental lot is vacated by tenant, together with a written statement setting forth any charges made against said deposit by manager. Tenant is required to provide manager with a complete forwarding address prior to vacating the rental lot

5. UTILITIES AND SERVICES:

- A. The monthly rent includes the following utilities and services provided: water, sewer, mailbox. Tenant shall pay all other charges and deposits for utilities and services supplied to the subject lot, including TV cable, telephone, garbage service (billed by Latah Co. Tax Collector). Only small, TV reception dishes mounted on home exterior, approved by manager, are allowed (no TV antennas).
- B. Any conversion to propane gas must have prior approval of the manager on probability, and tank placement on the rental lot. There are no facilities for natural gas.
- C. Electricity is provided by Clearwater Power Company. Upon tenant's occupancy of the rental lot, the manager will contact C.P.C. to establish your billing account. When tenant vacates the rental lot, the manager shall contact C.P.C. with the closing reading, along with tenant's forwarding address. Tenant is not to contact C.P.C. for any electrical disconnect without approval of the manager. Tenant will read outside elec. meter each month and send reading to C.P.C. with current payment. Tenant will send a Letter of Credit from previous utility to C.P.C.--waives deposit to establish credit.
- D. Dumpster Site: Household garbage must be bagged and transported to the dumpster site, and do not place anything on the ground around the dumpster. Garbage cans are prohibited on the rental lot, unless they are concealed in a storage shed. Dumpster is for tenant household use only. Take all commercial job items, moving boxes, furniture, appliances, bicycles, christmas trees to the recycling center or the county landfill. Non-residents using the dumpster shall be fined as posted.
- E. RV Lot: An RV lot is provided for boats, utility trailers, RV's, pickup canopies, jet skis, motorcycles and snowmobiles during the off season months. Notify the manager when first placing and item in the RV lot. No dead, dismantled, wrecked, abandoned or unlicensed possessions permitted. No cars, trucks, pickups or construction equipment allowed.
- F. Snow Removal from the lot walkways and driveway is tenant's responsibility. Do not use salt or fertilizer on concrete sidewalks for deicing.
- G. Parking is provided for two licensed, operational vehicles. No dismantled, inoperational, primered, wrecked or non-owned vehicles, or construction equipment allowed permanently on the rental lot. Minor vehicle repairs only, and oil changes must be disposed of at a recycling facility. Access roadway must be kept clear of vehicles for road grading, passing and snow removal. Do not infringe on your neighbor's parking area without prior permission. Tenant shall keep the driveway area free of weeds, and may use Roundup to maintain the gravel driveway. Do not park any vehicles at the rear of the lot, and don't drive or park on the lawn areas. Motorcycles are allowed for licensed operators only for transportation in and out of the community--no joyriding. They are to be parked in tenant's parking space only or stored within a storage shed. No parking on lawn areas, or leaning against the home. Riding of 4-wheelers within the community prohibited.
- H. Speed limit within the park is 10 m.p.h., and 35 m.p.h. on the County roadway. Advise visitors about speed limits, and loud, bassy vehicle stereos are annoying within the community.

6. **PETS:** Neutered cats only. **NO DOGS.** Should manager become aware of a dog or other pet, a 3-day notice will be issued which may result in eviction. Other residents do not want your cat in their yard, so please attend it when outside. No pet sitting by tenant of any kind.
7. **DOMESTIC WATER SYSTEM:** The community operates on a well system. To maintain adequate household water all lawn watering, vehicle washing, and hoses attached to mobile home outside spigots are prohibited. Leaking faucets, toilets and showers must be repaired immediately. **IMPORTANT:** Please do not leave faucets dripping during the winter months as it may freeze low-lying pipes, stresses the well, and saturates drain fields. Heat tape is to be inspected annually by tenant to be sure it is working properly. Tenant should know where the water shut-off valve is beneath the home, with a workable access door in the skirting required in the event of an emergency to shut off the water. Be sure there is a check valve and brass ball valve on the water service connection under the home in the event the water is shut off the hot water tank elements don't burn up, and water doesn't siphon from the home.
8. **LAWN AND LOT MAINTENANCE:** Tenant agrees to maintain a neat, clean appearance on the lot, and around the home perimeter, with all clutter and toys kept within a storage unit when not in use.
- A. **Lawns** are to be mowed once a week during the heavy growing season with home perimeter, sidewalks, and roadway ditches trimmed. If this is not done it will be done by manager, without notice, and a flat \$20 per instance fee will be billed. Tenant must arrange for lawn care if gone, and weed spraying done when necessary.
- B. **The lot and all decks** are to be kept clear of toys, tools, parts, lumber, wood, pellets, lawnmowers, bicycles, fuel, containers, combustible or dangerous materials. Only patio furniture and barbecues should be left on decks when not in use.
- C. **Irrigation System:** Lots 1-23 do not have an irrigation system as lawns stay green for most of the season. Flowers bordering the mobile home may be watered using a watering can (no hoses). Lots 24-51 have limited irrigation at the rear of the lot, with each spigot shared by every two homes. This system is on a seasonal timer system. Tenant must use a hose with a nozzle or sprinkler on this spigot, and must be attended when in use. No automatic on/off timers and the water must be turned off after each use. Daily watering is not necessary and may deplete the pond water before the end of the season. **DO NOT DRINK THIS WATER.**
- D. **Plantings** on the lot are limited to a 2 foot small flower or small bush border around the perimeter of the home. Vegetable gardens, fruit vines, tree and shrub planting, and removal of mid-yard lawn areas prohibited. Any digging on the lot should have manager approval as all utilities and services are underground and is at tenant's own risk. Planting areas must be kept weeded or returned to grass.
- E. **Firewood** is limited to 3 cords to be placed at the rear of the lot only, and brought into the park during the dry months in lengths that are already cut and useable--no logs. Wood and pellets are to be stacked immediately upon arrival, and may not be stacked on decks for use. Delivered wood may not be dumped in the driveway area, and stacks should not be visible from the roadway.
9. **RESTRICTED AREAS AND NOISE:**
- A. No one shall play or loiter in the following areas: Irrigation pond, sewage lagoon, mailbox area, dumpster area, RV lot, pastured areas, creek area, or area north of lot number 1.
- B. No one shall create or permit excessive noise, unlawful acts, or disturb the peace causing a substantial annoyance. Noisy vehicle mufflers must be repaired. No noise after 10:00 p.m.
10. **SEWER SYSTEM:** Do not put the following items down your drains: grease (solidifies in pipes), coffee grounds, potato peelings, bones, feminine hygiene products (tampons, etc.) Kleenex, baby wash cloths, disposable diapers, paper towels, high detergent soaps (use liquid), excessive bleach, and use only 1-ply toilet paper. Removal of items causing blockage is at tenant expense if a plumber is called.

11. **SUBLETTING** or renting of the mobile home, while tenant is in residence, not, including married couples, roommates, additional family members is prohibited. Home must be registered to and occupied only by persons listed on the application to rent, and who are subject of this rental agreement. Any exceptions must have prior approval of the manager.
12. **INSURANCE**: Tenant may want to obtain personal property insurance. Personal property owned by tenant within the community, or RV lot, is not covered by manager's insurance for any loss.
13. **IMPROVEMENTS/ACCESSORIES**: All construction or purchase of any new accessory entering the community must have prior approval of the manager, and meet County building codes. Inform the manager of proposed item placement, size, materials, and time frame prior to purchase or construction. Any accessory must coordinate exactly with the home. Item must be kept in good repair and paint, and must be easily removable.
 - A. **SKIRTING**: Metal skirting to be installed completely around the home, around all decking and steps with corners covered. Must be installed within thirty (30) days, and color coordinate with the home.
 - B. **STORAGE SHEDS**: Newer commercial metal or masonite siding only, and painted to match home color. No damaged, faded or plywood sheds. Restriction of one shed per rental lot. Manager must approve size, materials and placement of shed on the rental lot before tenant purchase. An existing shed must be removed from the rental lot before the arrival of a new shed. Maximum size 8 X 12.
 - C. **DECKS/STEPS/LANDINGS/RAILINGS**: Decks, landings and steps may be made of treated wood and stained or painted to match the home. They must be completely skirted with the same style metal material as home skirting. Manager must approve sketch before proceeding. For removability, pyramid blocks may be used for footings--no flat blocks or poured concrete foundations. Enclosed sides and porches are prohibited. Any deck with a floor level over 40" above grade or any covered deck requires a County building permit. An uncovered deck no more than 40" above grade placed on pyramid blocks, not to exceed 8 feet perpendicular and 12 feet parallel to the home does not require a building permit. Deck railings may be made of treated wood or wrought iron, but may not be enclosed with lattice or any other material. Steps must have an 8" maximum rise, 9" minimum run, and minimum 36" width.
 - D. **THE FOLLOWING ITEMS ARE PROHIBITED FROM USE ON THE RENTAL LOT**: Basketball hoops, tents or pop-up camping trailers, fences, clotheslines, sandboxes, wading pools. Visqueen, plastic, tarps or trellice may not be used as an enclosure material, including weatherproofing for windows and around skirting.
14. **RIGHT TO INSPECT**: The manager reserves the right of entry upon the subject lot for the purpose of maintenance of utilities, make repairs or improvements necessary for safety and preservation of the property, protection of the community, periodic inspection of the premises, service of notices or suspected abandonment, in the event of an emergency, or rental agreement violation.
15. **CORRECT DEFAULT OF TENANT**: The manager shall have the right to correct any default of the tenant, with all sums expended or costs incurred to be added to the installment of rent next becoming due, and shall be collectible as additional rent in the same manner with the same remedies as if it had been originally reserved. However, all additional charges shall be itemized in a billing to the tenant.
16. **MOBILE HOME STANDARDS**: The mobile home shall be kept in good repair, paint and appearance at tenant's expense to protect the value of the community's appearance. All blocking, electrical wiring and plumbing is to be done by a licensed installer, and must comply with state and local codes. It is tenant's responsibility to clearly number home, and obtain a fire extinguisher and smoke detectors. All windows, doors, screens, skirting, siding, sheds, accessories and lawns must be kept in good condition.

17. HOME SETTING AND REMOVAL:

- A. The manager must be present when a home enters or vacates the rental lot. Tenant will assume all expenses of home setting and removal. A forwarding address must be provided before vacating.
- B. Tenant agrees that the home on the rental lot may not be removed until all rent and other charges have been paid.
- C. Tenant shall have three (3) days following removal of the home from the rental lot, or following closure of the sale of the home, to leave the rental lot in better or the same condition as upon taking possession. All accessories and possessions must be removed. If done by the manager, there will be a \$15.00 per hour charge to the tenant. Do not drive on the lawn areas at any time. Any property left on the rental lot after three (3) days shall be considered abandoned.

18. TERMINATION OF TENANCY:

- A. The rental agreement may be terminated by the tenant upon thirty (30) days written notice to the manager.
- B. The rental agreement may be terminated by the manager for one or more of the following reasons:
 1. **Notice of Violation:** Substantial or repeated violations of the rental agreement, and/or nonpayment of rental fees, or other charges specified in the rental agreement. Tenant shall be given written notice to comply. If tenant does not comply in writing within three (3) days, the tenant may be given notice to vacate. If the violation is periodic rather than continuous, the notice may specify that the same violation repeated shall result in Notice to Quit. The Notice to Quit may be given simultaneously with the notice of failure to comply.
 2. Upon ninety (90) days written notice of intention not to renew the rental agreement. The manager may choose not to renew the rental agreement for any reason and the reason need not be specified.
 3. Upon 125 days written notice to tenant of manager's intent to cease operations of the mobile home community.
 4. Upon termination of the rental agreement, and pursuant to the terms thereof, tenant shall immediately surrender possession of the rental lot. All improvements except those fixed to the soil, the removal of which would significantly damage the landscape of the rental lot, shall remain the property of tenant. Resident shall continue to pay all rent and other charges to manager, when due, following issuance of a Notice to Quit, and manager may accept payments without prejudice to the action. Following termination of the rental agreement by the manager, and tenants fails or refuses to remove the home from the rental lot by the designated date, home will be classified as trespassing resulting in the charge of a storage fee of \$25 per day until home is removed from the rental lot, and all utilities and services shall be disconnected by the manager.
 5. Any use of unlawful drugs or narcotics (including tenant's guests or other occupants) will be reported to law-enforcement agencies, and if found guilty of using or possessing drugs in the community will result in termination. Use of the mobile home for unlawful purposes prohibited.
 6. Intentional physical injury, verbal abuse or harassment by tenant (including tenant's guests or other occupants) to other tenants, community personnel, or physical damage to community property or property of other tenants.

19. **HOME VACATING RENTAL SPACE FOLLOWING SALE:** Tenant may sell the mobile home to any prospective buyer. However, the home must vacate the rental space upon closure of the sale, or at the end of the current rental month. Manager requires thirty (30) days written notice of intent to remove the home from the rental lot. All rent and other charges must be paid in full prior to removal of the home, and a forwarding address provided by tenant. Manager must be present for home removal, and given advance notice of scheduled removal date.

20. **HOME TO BE SOLD AND LEFT ON RENTAL LOT:** Whenever tenant proposes to sell his/her home to a purchaser who desires to become a resident of the community, manager shall have the right to approve or disapprove the tenancy of the prospective purchaser upon the same basis that the manager approves or disapproves any prospective tenant. The rental lot does not transfer with the sale of the home. The manager may unconditionally refuse the tenancy of any purchaser who fails or refuses to comply with the foregoing conditions. Following are the guidelines for tenant when selling a home that may remain in the park:

1. Notify manager thirty days in advance that home will be listed for sale.
2. Manager will inspect the home exterior and accessories for needed improvements, and toilets and faucets for water leaks. Tenant will be notified in writing of required improvements that must be completed, if any, before the home can be sold and left in the community. Applications to rent from prospective buyers will not be accepted until improvements have been completed and approved by the manager. The age of the home will also be evaluated at this time.
3. Should tenant have a prospective buyer that has agreed upon sale terms, and has their financing secured, the prospective buyer must complete an Application to Rent, read the rental agreement, and be approved by manager before sale proceeds. The applicant must be the registered owner of the home and reside in the park. Notice of manager's approval or disapproval of the prospective tenant shall be given in writing promptly, and manager may unconditionally refuse tenancy of a purchaser.
4. Tenant is required to vacate the mobile home upon closing of the sale, or at the end of the current rental month. A new rental agreement shall not commence with a new owner until tenant's existing rental agreement is terminated, and will be dated accordingly. The rental agreement must be signed by the new registered owner and other occupants, and the security deposit paid before the sale is finalized, or occupancy of the home. Failure to comply will result in the required removal of the mobile home from the rental lot upon closing of the sale.

21. **HOME FOR SALE AND TENANT VACATES RENTAL SPACE:** In the event tenant has been given consent to sell the mobile home to remain on the rental lot, and tenant then vacates the park leaving the home behind, tenant has sixty (60) days from the vacancy date to sell the home on the rental lot. Before tenant vacates the rental lot, the home must be listed with a local realtor and the manager notified with a forwarding address and phone number of tenant's new location. Tenant must arrange for lawn care during the period the home is left vacant. If the home is vacated after October 31st, all water lines and hot water tank within the home must be drained and winterized, and the manager will disconnect the water connection to the home. Electricity must not be disconnected while the home is left vacant, and the heat left on a temperature of at least 55 degrees during the winter months, with all interior doors left open. If a sale has not transpired after the sixty (60) day vacancy period, tenant is required to remove the home from the rental lot. Any exception or extension requires written approval of the manager.

22. **INDEMNIFICATION:**

- A. Tenant shall indemnify and hold manager harmless from any and all claims arising from tenant's use and occupancy of the subject rental lot, and the conduct by tenant or any of tenant's family, guests, agents or invitees of any activity on or about the rental lot, and any failure to perform any term of the rental agreement, and against all costs, attorney's fees, expenses and liabilities incurred by tenant in the defense of such claim.
- B. Indemnity from any accident, injury or damage to tenant or property that shall happen in or about the rental lot, or other mobile home park areas, however occurring, or in any manner growing out of the condition of the rental lot or mobile home park areas or any part of it, or any cause not directly due to the manager's intentional neglect. Damage to tenant's mobile home, vehicles, or accessory located in or about the rental lot or mobile home park areas and including fire, explosion, water, theft, burglary, vandalism, negligence of tenant, natural elements, electrical outages and collision.

23. **ABANDONMENT** exists when tenant defaults in payment of rent or other charges, and reasonably indicates by words or actions intent not to resume tenancy. Tenant shall be liable for rental fees and charges for thirty days following either the date the manager learns of the abandonment, or the date the next regular rental payment comes due, whichever occurs first. Following abandonment determination the manager may immediately enter and take possession of tenant's property and store in a secure place. Written notice of storage place will be mailed to the last known address of tenant. After sixty days from the date of default in rent or charges, and after prior notice of sale is mailed to the last known address of tenant, the manager may sell such property at private or public sale without notice or advertisement, and apply income against monies due manager, including dryage and storage. Any excess monies shall be held by the manager for one year, and if not claimed, shall become the property of the manager.

24. **ATTORNEY'S FEES AND COSTS:**

- A. Tenant agrees to pay all legal costs, charges, moving costs, storage costs, and court costs incurred as a result of any default by tenant of any term of this rental agreement, including the attorney's fees and costs incurred in preparing and/or delivering any written notice of default. The manager shall also be entitled to any costs and disbursements and treble damages as provided by statute in connection with such suit or action. Action may be commenced and maintained in Moscow, Idaho in Latah, County regardless of tenant's place of residence. Any breach shall not be considered a continuing waiver, and shall not prevent the manager from declaring a forfeiture for any succeeding breach, either of the same condition or covenants or otherwise. Acceptance of full or partial payment during the period of any such breach shall not constitute a waiver of that breach or of any other term on condition.
- B. Tenant expressly agrees that in the event of any default, and subsequent termination as herein provided, the manager may cause tenant's home to be removed from the rental lot, and may store tenant's home in any designated storage area as security for payment of all rents, charges, costs and attorney's fees.
- C. All remedies available to manager either under the terms of this rental agreement or the laws of the State of Idaho, are cumulative and are not intended to be exclusive.

25. **AMENDMENT OF RENTAL AGREEMENT:** Manager reserves the right to amend this rental agreement, following a written notice to tenant, which shall be binding and effective ninety (90) days after the date of mailing or delivery of said notice to tenant, whichever shall first occur.

26. **BINDING LAW:** The terms, conditions and covenants contained in this rental agreement, any amendments hereto and all rules and regulations of the park, shall extend to and be binding upon the heirs, executors, successors and assigns of both the tenant and manager, and shall be construed as covenants which shall run with the land. This rental agreement shall be governed by, construed and enforced in accordance with the laws of the State of Idaho.

Tenant who is subject of this rental agreement acknowledges receipt of a copy of the rental agreement of Country Homes Mobile, and that tenant **HAS READ SAID RENTAL AGREEMENT** in its entirety. Tenant further covenants and agrees that said rental agreement shall be faithfully observed by tenant, tenant's family, guests, agents and invitees.

<i>John L. James</i>	<i>6/11/98</i>	<i>John R. James</i>	<i>6-11-98</i>
Registered Owner	Date	Other Occupant(s)	Date
<i>Nessie Smith</i>	<i>6/11/98</i>		
Manager	Date		

RENTAL AGREEMENT- Pg. 7