LOT RENTAL AGREEMENT – TROUT STREAM CABINS

State of North Carolina, County of McDowell

THIS LEASE is made on _____ between **Trout Stream Cabins, LLC** ("Landlord") and _____ (whether one or more, the "Tenant") for the use and occupancy of the premises (defined below) according to the following terms and conditions.

1. THE PREMISES & TERM

1.1 Premises: Landlord leases to Tenant Lot # ___ located at 2110 Mill Creek Rd, Old Fort, NC 28762, commonly known as Trout Stream Cabins (the "Premises"), for the sole purpose of installing a Park Model Recreational Vehicle manufactured by Sweet-Haus, LLC ("Tenant Unit").

1.2 Term: The Lease term shall begin on _____ and end on _____.

1.3 Renewal: Either Landlord or Tenant may terminate this Lease at the expiration of the Term by giving written notice to the other party at least 30 days prior to the expiration of the Term. Notwithstanding the foregoing, if Landlord intends to offer Tenant the ability to renew the Lease, then no less than ninety (90) days prior to the expiration of the Term, Landlord shall provide Tenant notice of the new annual Base Lot Rent, Pet Fees, STR Authorization Fees and any other fees for the renewal term ("New Monthly Terms") and Tenant shall have ten (10) days to accept such New Monthly Terms. This Lease shall automatically renew on a month-to-month basis unless either party gives 30 days' written notice of non-renewal.

2. RENT, FEES & DEPOSITS

Tenant agrees to pay Landlord a Base Lot Rent of **$800.00** on the first (1st) day of each month. In addition to Base Lot Rent, Tenant agrees to pay the following fees, as applicable:

FEE TYPE	MONTHLY AMOUNT
STR Authorization Fees	**$0.00** *(STR Rental Addendum to be executed)*
Pet Fees	**$0.00** *(Pet Approval Form to be executed)*

2.1 Late Fees: Rent is strictly due on the first (1st) of each month. If rent is not received by the sixth (6th) day of the month, Tenant shall pay a late fee of $15.00 or 5% of the rent, whichever is greater.

2.2 NSF Fee: Tenant shall pay $35.00 for any payment returned for insufficient funds.

2.3 Payment Method: Payments must be made via Check or ACH. Cash is not accepted.

2.4 Security Deposit: Upon execution of this Lease, Tenant shall deposit with Landlord the sum of $1,000.00 as a Security Deposit. Landlord may use this deposit to cure any default, repair damages to the Premises (beyond normal wear and tear), or cover unpaid Rent/Fees.

2.5 Rent Adjustments & Holdover:

- *Annual Increase*: Landlord reserves the right to increase the Rent annually by providing Tenant with at least 30 days' written notice, subject to the increase cap referenced herein.
- *Holdover Penalty*: If Tenant fails to vacate the Premises upon the expiration or termination of this Lease, the Rent during the holdover period shall automatically increase to 150% of the previous monthly Rent, calculated on a per-diem basis.

3. UTILITIES, MAINTENANCE & IMPROVEMENTS

3.1 Utilities:

- *Landlord provides*: Water, Sewer, Trash, Lawn Care.
- *Tenant pays*: Electricity, Internet and any other applicable utilities. Tenant must establish accounts in their own name within 48 hours of occupancy.

3.2 Interruption of Service: Landlord shall not be liable for damages, lost food, or loss of use resulting from the failure or interruption of any utility service (electricity, water, sewer) due to accidents, emergencies, weather, or repairs.

3.3 Lot Maintenance: Tenant must keep the Premises clean, sanitary, and free of debris. Tenant is responsible for keeping the exterior of their Tenant Unit in good repair.

3.4 Alterations & Skirting: Tenant shall not build decks, sheds, fences, or make exterior alterations without Landlord's prior written consent.

- *Skirting*: Tenant Unit skirting must be approved by Landlord. Vinyl skirting is permitted.
- *Restoration*: Unauthorized structures must be removed at Tenant's expense upon notice.

3.5 Landlord Access: Landlord may enter the lot (but not inside the Tenant Unit) to cure violations or perform maintenance. Landlord will attempt to provide 24-hour notice, except in emergencies.

4. SHORT-TERM RENTAL (STR) – TERMS AND CONDITIONS

4.1 Prohibition: Tenant is strictly prohibited from subleasing, renting, or licensing the Premises or Tenant Unit for short-term stays (e.g., Airbnb, VRBO, or transient guests) **UNLESS** Tenant has successfully:

- Registered the Tenant Unit with Landlord; AND
- Executed a separate **"Short-Term Rental Addendum";** AND
- Paid the applicable monthly STR authorization fees.

4.2 Material Breach: Operating a short-term rental without executing the separate Addendum and paying the required fee constitutes a Material Breach of this Lease, subject to immediate termination.

5. COMMUNITY RULES & CONDUCT

5.1 Quiet Hours: Quiet hours are strictly enforced from 11:00 PM to 7:00 AM.

5.2 Vehicles: Speed limit is 15 MPH. Maximum of two (2) vehicles per lot.

5.3 Pets: Tenant may not keep any animal on the Premises without executing the separate **"Pet Approval Addendum"** and paying the applicable monthly Pet Fee.

- *Banned Breeds*: Pit Bulls, Rottweilers, German Shepherds, Dobermans, Chows, and any aggressive dogs are strictly prohibited unless expressly approved by Landlord in writing.

5.4 Personal Guests: Guests staying longer than 7 consecutive nights must be registered with Landlord.

5.5 Use of Amenities: Tenant acknowledges that all Community amenities are used at Tenant's own risk. Landlord is not responsible for any injuries or accidents occurring in these common areas.

5.6 Crime-Free Policy & Sex Offender Policy:

- *Criminal Activity*: Any engagement in criminal activity (drugs, violence, theft) by Tenant or Guest on the Premises is a material breach of this Lease and grounds for immediate termination. Tenant must execute separate "**Crime-Free Lease Addendum"**.
- *Sex Offender Ban*: No person may reside on or visit the Premises if they are a registered sex offender in any jurisdiction. Tenant certifies that neither they nor any occupant is a registered sex offender. Discovery of a registered offender on the Premises constitutes a material, incurable breach of this Lease.

5.7 Community Rules & Conduct: Landlord reserves the right, in its sole discretion, to provide reasonable additions to or adjustments of Community Rules and Regulations. Such changes shall become effective thirty (30) days after Landlord provides written notice to Tenant.

6. INDEMNIFICATION & INSURANCE

6.1 Indemnity: Tenant agrees to indemnify, defend, and hold Landlord harmless from any claims, injuries, or damages arising from Tenant's (or their Guest's) use of the Premises.

6.2 No Liability: Landlord is not responsible for damage to Tenant's property due to fire, theft, acts of nature, or power interruptions.

7. DEFAULT, ABANDONMENT & REMEDIES

7.1 Events of Default: The occurrence of any of the following shall constitute a material breach of this Lease:

- *Non-Payment*: Failure to pay Rent by the 6th day of the month.
- *Rule Violation*: Failure to cure a non-monetary violation (e.g., messy lot, noise, unauthorized guest) within 10 days of written notice.
- *Unauthorized STR***:** Operating a short-term rental without executing the separate STR Addendum and paying the associated STR authorization fees.
- *Criminal Activity***:** Any violation of the Crime-Free Lease Addendum.

*7.2 Remedies & Waiver of Notice***:** Upon the occurrence of an Event of Default, Landlord may terminate this Lease and immediately file for Summary Ejectment (Eviction).

- *FORFEITURE CLAUSE***:** Tenant expressly agrees that if Rent is not paid within the time prescribed in Section 2.1, Tenant hereby waives the ten (10) day demand for rent/notice to quit required by N.C. Gen. Stat. § 42-3. This waiver allows Landlord to file for eviction immediately after the grace period expires without further notice.

7.3 Damages: Tenant is responsible for all past due rent, court filing fees, Sheriff service fees, reasonable attorney's fees (as permitted by N.C. Gen. Stat. § 42-46), and costs to restore the Premises.

7.4 Abandonment: If Tenant is absent from the Premises for 20 days or more while Rent is unpaid, Landlord may consider the Premises and all personal property (including the Tenant Unit) abandoned. Landlord may dispose of such property in accordance with N.C. Gen. Stat. § 42-25.9 and § 44A-2.

8. RESALE OF TENANT UNIT

8.1 Resale Provisions: Should Tenant decide to sell the Tenant Unit in accordance with this Lease, the following criteria shall apply:

- *Resale Notice*: Tenant shall give at least ten (10) days' notice to Landlord prior to placing the Tenant Unit for sale.
- *Agent Registration*: If Tenant chooses to hire an independent agent to sell the Tenant Unit, Tenant shall cause the independent agent to register with Landlord in order to have access to the Community to show the Tenant Unit.
- *Signage*: "For Sale" signs may not be visibly posted, either on the Premises, the Tenant Unit or elsewhere within the Community.
- *Lease Conveyance*: This Lease is not transferable. If Tenant sells the Tenant Unit, the buyer does not automatically acquire the right to keep the Tenant Unit on the Premises. The buyer must apply for residency and sign a new lease with Landlord.
- *Proof of Sale*: Tenant shall provide Landlord with proof of the sale, including, but not limited to, a copy of the title to the Tenant Unit evidencing transfer to the Purchaser.
- *Capital Improvement Fund Contribution*: In the event Tenant sells the Tenant Unit to a third party who is approved by Landlord to keep the Tenant Unit on the Premises (pursuant to Section 8), the purchaser (new tenant) shall be required to pay a one-time "Capital Improvement Fund" fee of $5,000 upon the execution of their new Lease.
- *Violations*: If a Tenant Unit is sold in violation of these provisions, Tenant shall remain responsible for all Rent and other charges which may accrue under the terms of this Lease or damages suffered by Landlord, regardless of whether Tenant continues to occupy or hold title to the

Tenant Unit.

9. RIGHT OF FIRST REFUSAL

9.1 Right Of First Refusal Execution: In the event that Tenant desires to sell the Tenant Unit, Landlord shall have the right to purchase the Tenant Unit as set forth in "**Right of First Refusal Agreement"** granted by the Tenant to Landlord, or its successors, administrators, executors and assigns.

10. ADDITIONAL MATERIAL PROVISIONS

10.1 Tenant Unit Identification & Title: Tenant represents that the Tenant Unit to be installed on the Premises is as follows:

- Make/Model: _____
- Year: _____ VIN/Serial #: _____
- Title: Tenant must provide Landlord with a copy of the current valid title to the Tenant Unit prior to occupancy.

*10.2 Annual Rent Adjustment (Fixed Cap)***:** Landlord reserves the right to increase the monthly Rent and Fees once per calendar year. Tenant acknowledges and agrees that such annual increase shall limited to a maximum of twenty (20%) of the then-current Rent. Landlord shall provide at least 30 days' written notice prior to the effective date of the increase.

10.3 Move-In / Move-Out Protocol:

- *Licensed Movers*: The Tenant Unit may only be moved onto or off the Premises by a fully licensed and insured home transporting company.
- *Hours*: Moving activity is restricted to the hours of 8:00 AM to 5:00 PM, Monday through Friday. No moves are permitted on weekends or holidays.
- *Damages*: Tenant is strictly liable for any damage to the Premises, landscaping, utilities, or Community infrastructure caused during the move.

10.4 Casualty & Destruction (14-Day Rule): In the event the Tenant Unit is damaged by fire, storm, or other casualty to the extent it is unfit for habitation or unsightly:

- *Repair or Remove***:** Tenant must elect to either fully repair the Tenant Unit or remove it (and all debris) from the Premises within fourteen (14) days of the damage occurring.
- *Rent Continuation***:** Tenant's obligation to pay Rent continues during this period.

*10.5 Safety Equipment***:** Tenant acknowledges that the Tenant Unit is equipped with functioning smoke detectors and carbon monoxide detectors as required by law. Tenant agrees to test these devices regularly and replace batteries as needed. Landlord is not responsible for the maintenance of safety equipment inside the Tenant Unit.

10.6 Winterization & Freeze Protection: Tenant is strictly responsible for freeze-protecting their own water connection.

- *Requirements*: Water hoses must be disconnected when temperatures are forecast to drop below 32°F, OR Tenant must install active heat tape and proper insulation on the hose.
- *Liability*: Tenant is liable for the cost to repair any campground hydrants, spigots, meters, or supply lines damaged by freezing due to Tenant's failure to winterize.

10.7 Death of Tenant: In the event of the death of the sole Tenant, this Lease shall automatically terminate thirty (30) days after the date of death. The Tenant's estate or heirs must remove the Tenant Unit from the Premises by that date or sign a new Lease (subject to Landlord approval). If the Tenant Unit is not removed or a new Lease is not signed, Landlord may treat the Tenant Unit as abandoned property pursuant to Section 7.4.

10.8 Environmental & Sewage Standards:

- *Sewer Seal*: Tenant must use a "sewer donut" or threaded connector for a gastight seal at the sewer inlet. Inserting a bare hose into the sewer line is prohibited.
- *Spills*: Tenant is strictly liable for the cleanup costs and fines associated with any sewage, oil, or fuel spills originating from their Tenant Unit or vehicle.
- *Aesthetics (No Tarps)*: The use of tarps (e.g., blue tarps) on the roof or exterior of the Tenant Unit is prohibited, except for emergency repairs not to exceed 7 days.

10.9 Mail Service: Landlord does not accept mail or packages for Tenants. No mailboxes are provided on the Premises. Tenant must secure a P.O. Box or off-site delivery address. Any mail delivered to Landlord may be returned to sender or discarded without liability.

10.10 Commercial Use Prohibition: Except for the Short-Term Rental privilege authorized by the separate Addendum, Tenant shall not conduct any other commercial business, trade, or profession on the Premises (e.g., auto repair, childcare, pet grooming, manufacturing) without Landlord's prior written consent.

11. GENERAL PROVISIONS

11.1 Joint and Several Liability: If more than one person signs this Lease as Tenant, each person is individually and completely responsible for the full performance of all obligations, including the full payment of Rent.

11.2 Entire Agreement: This Lease and the Addenda listed below constitute the entire agreement between the parties. No oral statements, representations, or promises have been made or are binding.

11.3 Required Addenda: The following Addenda are incorporated by reference and must be executed by Tenant:

- [ ] Resident Information Addendum

- [ ] Crime-Free Lease Addendum
- [ ] Right of First Refusal Agreement
- [ ] Short-Term Rental Addendum (if applicable)
- [ ] Pet Approval Addendum (if applicable)

SIGNATURE PAGE TO LEASE

IN WITNESS WHEREOF, *Landlord and Tenant have executed the Lease effective as of the date of this Agreement.*

TENANT:

Signature: _____
Name: _____
Date: _____

Signature: _____
Name: _____
Date: _____

LANDLORD: Trout Stream Cabins, LLC

Signature: _____
Name: _____
Date: _____

RESIDENT INFORMATION ADDENDUM

Community Name: **Trout Stream Cabins** Lot # ____

I acknowledge and agree that only those listed on this form are permitted to reside in my home aside from transient short-term rental-related guests (if applicable).

TENANTS	Tenant	Tenant (Co-Tenant)	Co-Signer
Name			
Cell Phone Number			
Email Address			
Mailing Address			
City, State, Zip			
Employer			

EMERGENCY CONTACTS	Name	Phone Number
Emergency Contact #1		
Emergency Contact #2		
Closest Relative (not living with you)		

OCCUPANT NAME	Vehicle Make	Vehicle Color	Tag Number
1.			
2.			

**Only two vehicles permitted per Premises.*

Tenant's Signature: _____
Tenant's Name: _____
Date: _____

Co-Tenant's Signature: _____
Co-Tenant's Name: _____
Date: _____

Landlord: Trout Stream Cabins, LLC

_____
By: Landlord's Authorized Agent

CRIME-FREE LEASE ADDENDUM

In Consideration of the execution of a lease, Landlord and Tenant agree as follows:

- Tenant, any member of the Tenant's household, or a guest or other person under Tenant's control shall not engage in any criminal activity, including, but not limited to any drug-related criminal activity, within the Community, or in or near the Premises. "Drug- related activity" means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use of a controlled substance.
- Tenant, any member of Tenant's household or a guest or other person under Tenant's control shall not engage in any act intended to facilitate criminal activity, including, but not limited to any drug related criminal activity, within the Community, or on or near the Premises.
- Tenant or member of Tenant's household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including, but not limited to any drug related criminal activity, regardless of whether the individual engaging in such activity as a member of the household or a guest.
- Tenant, any member of Tenant's household or a guest, or another person under Tenant's control, shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance, at any location, whether on or near the dwelling unit, Community, Premises, or otherwise.
- Tenant, any member of Tenant's household, or a guest or other person under Tenant's control, shall not engage in any criminal activity, including, but not limited to: prostitution; criminal street gang activity; threatening or intimidating battery; unlawful discharge of firearms in the Community or on or near the dwelling unit Premises; any breach of Tenant's Lease or the Community Rules and Regulations that jeopardizes the health, safety and welfare of the landlord, landlord's agents or employees, or other tenants; or any activity involving eminent or actual serious property damage.
- Tenant, any member of Tenant's household, or a guest or other person under Tenant's control shall not at any time during the duration of their tenancy be a registered sex offender, a registered perpetrator of any crime against minors, or a person convicted of any offense for which registration in a sex offender and crimes against minors registry is required under the laws of the jurisdiction where the offender was convicted.
- VIOLATION OF, OR FAILURE TO COMPLY WITH, ANY ONE OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.

A single violation of any provision of this Addendum shall be deemed a serious violation and material and irreparable noncompliance. It is understood and agreed that Landlord's determination that a serious violation has occurred shall not require criminal conviction, but shall be determined in Landlord's discretion based upon a preponderance of the evidence.

- In case of conflict between provisions of this Addendum and other provisions of the Lease, the provisions of the Addendum shall govern.

- This LEASE ADDENDUM is incorporated into the Lease executed or renewed this day between Landlord and Tenant.

Tenant's Signature: _____ Date: _____

Co-Tenant's Signature: _____ Date: _____

RIGHT OF FIRST REFUSAL AGREEMENT

BE IT KNOWN, that _____, whose mailing address is _____, (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten Dollars ($10.00), or other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Trout Stream Cabins, LLC, a North Carolina Limited Liability Company, whose mailing address is _____, (hereinafter referred to as "Grantee"), a perpetual right of first refusal to purchase or lease any property described herein (collectively referred to as the "Property"), to wit:

See Exhibit A – Description of Property (The "Unit") attached hereto and made a part hereof.

Grantor and any subsequent owner (hereinafter referred to as "Grantor" and/or "Owner", does hereby grant to Grantee the right of first refusal to purchase or lease the Property (or any portion of the Property) on the same terms and conditions as that of an offer received by a third party which Grantor herein desires to accept, subject to the following conditions:

- Upon receipt of an offer that Grantor intends to accept, Grantor shall notify Grantee, or its successors and assigns, in writing of such intent to sell or lease said Property and provide the Offer Price and terms of same ("Offer Notice"). Within thirty (30) business days from receipt of the Offer Notice, Grantee shall indicate to Grantor whether Grantee desires to exercise its right to purchase or lease the Property at the Offer Price, less any outstanding indebtedness or balance on any loan or indebtedness due by Grantee.

- Upon election of Grantee to purchase or lease said Property, Grantor shall within thirty (30) days, execute and deliver to Grantee any documentation sufficient to consummate the transaction, and Grantee shall be allowed thirty (30) days (or such longer period of time as may have been stated in the Offer Notice) in which to fund the sale and purchase subsequent to the execution of the Bill of Sale and delivery of the Title. The Grantor shall deliver to Grantee a Certificate of Title free of liens conveying simple marketable title to the property, free and clear of all encumbrances. In the event the closing transaction occurs after the death of a Grantor, Grantee may, in its discretion, require the personal representative of the Grantor to post such bonds or provide such other assurances as the Grantee may deem reasonable in order to protect Grantee from any loss which might be caused by the failure to pay any federal or state estate or inheritance tax or the failure to pay the claims of any creditors who may have a lien on the property superior to Grantee's rights as purchaser or lessee of said interest. The personal representative, heirs, successors and assigns of any Grantor who dies while owning the property described herein, or the Donee of a gift of interest from a Grantor ("Owner"), shall become an Owner subject to the terms and conditions of this Right of First Refusal, and any subsequent sale, lease, transfer or conveyance of such interest in the Property shall be governed by the provisions described herein.
- If at any time, the Grantor receives a bona fide offer of capital or financing from any 3rd party ("Finance Notice"), the Grantor must first offer such opportunity to the Grantee to provide such capital or financing to the Grantor on the same terms as each respective 3rd party's terms. Should the Grantee be unwilling or unable to provide such capital or financing to the Grantor within thirty (30) business days from receipt of the Finance Notice from the Grantor, then the Grantor may obtain such capital or financing from that respective 3rd party upon the same terms and conditions disclosed, which transaction must be completed within sixty (60) days following the date of the Offer Notice. If the Grantor does not complete said transaction within such time period, then the Grantor must again offer the capital or financing opportunity to the Grantee on the same terms, and the process detailed above shall be repeated.
- In the event that the Grantee elects to waive this recurring perpetual Right of First Refusal or is unwilling or unable to purchase or lease all or any portion of the Property described herein, then the Grantee will be entitled to a Six percent (6%) transfer fee of the agreed upon Offer Price of the Property, payable from the third party, which is acquiring or leasing the property. Otherwise, the Grantee may instead elect for a conveyance from the current Grantor of Six percent (6%) of the interest to Property being sold or leased.
- Should the Grantor or any subsequent Owner fail to comply with the provisions detailed in this Right of First Refusal, and sell, convey, lease or assign any of the Property described in this Right of First Refusal to another party without first offering said interest to the Grantee herein in accordance with the terms hereof, then the purchaser of such interest shall purchase or lease such interest subject to the Right of First Refusal herein granted, and Grantee herein shall thereafter at any time, have the right to re-acquire or re-lease such interest, whether or not it is subsequently improved, from the purchaser or lessee thereof at the price paid by such purchaser or lessee, less thirty percent (30%). The Grantee herein shall also be entitled to any other rights and remedies available at law or in equity for the violation of this Right of First Refusal.
- This Right of First Refusal shall exist and remain in full force and effect for as long as Grantor, their heirs, successors, or assigns ("Owner") owns the Property or a portion thereof. In the event that the term of this agreement is deemed by a governing body to exceed what is legally allowable, then the term of this agreement will be limited to the maximum length allowable by law, beginning at the effective date referenced below.
- Furthermore, this Right of First Refusal shall be binding upon the Unit and any future owners of the Unit and/or title of any interest to the Property described herein and shall be binding upon each purchaser, lessee or assignee of any interest from Grantor herein and upon any subsequent Owner of interest, whether such Owner purchased or received any interest from Grantor herein or from a third party. Any waiver of the Right of First Refusal by Grantee herein, for whatever reason, with respect to any one sale or lease, shall not limit Grantee's Right of First Refusal with respect to any subsequent sale or lease of Property. This Right of First Refusal shall constitute record notice to all purchasers, assigns, parties, or Owners of the interest of the Right of First Refusal herein reserved and restricted. No additional language in any Bill of Sale, instrument of conveyance, or conveyance of interest, and no recording of any additional instrument shall be required to make all Owners or potential Owners of interest subject to the provisions contained herein.
- Grantee shall have the right to assign or transfer the rights granted under this agreement in whole or in part, at any time, without the consent of Grantor.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, has executed this instrument as of the acknowledgment date set forth below, and shall be effective for all purposes as of the date that the Grantor acquired the Unit described herein.

WITNESS MY HAND this ____ day of _____, 202__.

Grantor:

_____

ACKNOWLEDGEMENT

State of _____
County of _____

Before me, the undersigned Notary Public, in and for said County and State, on this ____ day of _____, 202__, personally appeared _____, whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed and, in the capacity, therein stated.

Given under my hand and seal the day and year last above written.

_____
Notary Public

{SEAL}

My Commission Expires: _____

EXHIBIT A – DESCRIPTION OF PROPERTY (THE "UNIT")

Primary Unit Details:

- Make/Manufacturer: _____
- Model: _____
- Year: _____
- VIN / Serial Number: _____
- Color: _____
- Dimensions: _____ x _____

Included Improvements: The "Property" subject to this Right of First Refusal includes the Unit described above AND the following fixtures/improvements currently located on Lot #____:

- [ ] Porches / Decking
- [ ] Skirting
- [ ] HVAC Units (if external)
- [ ] Sheds / Outbuildings (if applicable)
- [ ] Other: _____

SHORT-TERM RENTAL ADDENDUM

This Short-Term Rental Addendum is made on _____ by and between **Trout Stream Cabins, LLC** ("Landlord") and _____ ("Tenant"), regarding the Premises located at Lot # ___.

WHEREAS, Tenant desires to operate the Tenant Unit on the Premises as a Short-Term Rental (e.g., Airbnb, VRBO, or similar) for transient guests; and **WHEREAS**, Landlord agrees to permit such use strictly subject to the terms, conditions, and fees set forth below.

1. CONDITIONAL PRIVILEGE

Landlord hereby grants Tenant a revocable privilege to sublease the Tenant Unit to short-term guests. This is a privilege, not a right. Landlord reserves the right to revoke this privilege immediately upon any violation of this Addendum, without terminating the underlying Lot Rental Agreement.

2. FEES & TAXES

2.1 Authorization Fee: In exchange for the right to operate an STR on the Premises, Tenant agrees to pay the following fees throughout the Term of the Lease:

- *Fixed Monthly Fee*: An additional sum of **$300.00** per month, payable with Rent.

2.2 Tax Liability: Tenant is solely responsible for collecting, reporting, and remitting all applicable North Carolina Sales & Use Taxes and local Occupancy Taxes resulting from their short-term rental activity. Tenant agrees to indemnify Landlord against any tax liabilities, penalties, audits, or interest assessed against the Premises or Landlord due to Tenant's STR operations.

3. MANDATORY "HOOPS" & OPERATIONAL RULES

3.1 Guest Records: Tenant shall maintain accurate records of every booking, including the primary guest's full name, phone number, email address, and dates of stay. Tenant agrees to provide these records to Landlord within twenty-four (24) hours of a written request.

3.2 Maximum Occupancy: No more than 6 persons are permitted per booking.

3.3 Parking: Guests are limited to 2 vehicle(s). Guests must park only in the designated driveway/pad, never on the grass or street.

3.4 Gate/Access: Tenant is responsible for providing access to guests. If applicable, Tenant shall not give out master gate codes to transient guests; a temporary or visitor code must be used if available.

4. STRICT LIABILITY & CONDUCT

4.1 Tenant is Liable: Tenant is strictly liable for all acts, omissions, negligence, and damages caused by their STR guests.

4.2 "Imputed" Violations: If a guest violates a Community Rule (e.g., speeding, noise, pet rules), it shall be treated legally as if the Tenant committed the violation.

4.3 Guest Ejection: Landlord reserves the right to eject any STR guest immediately if they disturb the peace, threaten safety, or violate Community Rules. Tenant shall not be entitled to any refund or compensation for such ejection.

5. INSURANCE REQUIREMENTS

Prior to the first booking, Tenant must provide Landlord with a Certificate of Insurance evidencing:

- *General Liability Coverage*: Minimum limit of $500,000 (or $____) per occurrence.

- *STR Endorsement*: The policy must explicitly cover "Short-Term Rental" or "Business Activity" (standard homeowner policies often exclude this).
- *Additional Insured*: Trout Stream Cabins, LLC must be listed as an "Additional Insured" on the policy.

6. INDEMNIFICATION

Tenant agrees to indemnify, defend, and hold harmless Landlord, its owners, and employees from any and all claims, lawsuits, demands, or judgments arising out of or related to Tenant's Short-Term Rental activity. This includes, but is not limited to, injuries to guests inside the Tenant Unit, slips and falls on the Lot, or damage to guest property.

7. REVOCATION & DEFAULT

7.1 Revocation: Landlord may revoke this Addendum at any time with 10 days' notice for any reason, OR immediately if Tenant violates Section 3, 4, or 5.

7.2 Effect of Revocation: Upon revocation, Tenant must immediately cancel all future bookings. Failure to cease STR operations after revocation constitutes a Material Breach of the Lot Rental Agreement and grounds for Eviction.

Tenant Signature: _____
Tenant Name: _____
Date: _____

PET APPROVAL ADDENDUM

Name of Tenant(s): _____
Address of Tenant: _____

- I have no pets.
- I have a pet described below and shown in an attached photo.

Name of Pet(s): _____ Breed(s): _____

Type of Pet(s): _____ Weight(s) (Approx): _____

Color/Description of Pet(s): _____

A photo of the pet and rabies vaccination documents must be attached to this form.

Rules Regarding Pets kept at the Premises *(see* also Lease and Community Rules & Regulations):

- Residents with Pets are solely responsible for the behavior of their Pet.
- Residents with Pets must keep the inoculations and rabies vaccinations up to date.
- All dogs must be on a leash and accompanied by their owner at all times when outside of the home, unless in the dog park area where dogs can be off their leash.
- Residents may not feed their Pets outside of the home.
- All Pet waste must be cleaned up immediately and disposed of properly
- Owners must prevent their Pets from urinating or defecating outside of their rented Premises, on neighbors' yards.
- Management retains sole discretion in determining whether to approve any Pet, to rescind its prior approval of a Pet at any time, and to limit the number of Pets a resident may have.
- If Management receives a complaint regarding the behavior of a dog, which Management in its sole discretion determines to be valid and the action to be taken whether that be requiring either that the dog be permanently removed from the Community, dog parks or that the resident provide evidence of successful formal obedience training by organizations operating to American Kennel Club standards, or equivalent.

Landlord has ☐ approved ☐ denied the above-described Pet on _____ (date).
In exchange for the right to have Pets on Premises, Tenant agrees to pay an additional sum of **$150.00** per month, payable with Rent.

Trout Stream Cabins, LLC

_____
By: Landlord's Authorized Agent