

LOT LEASE AGREEMENT

This Lease Agreement ("Agreement") is made and executed by and between _____ ("Lessor") and _____ / ("Lessee" or "Resident") on _____ .

1. **1. PREMISES:** In consideration of the agreements and covenants mentioned hereinafter, Lessor hereby leases to Lessee the home site described as _____ located in _____ ("Premises"), in the above written Community, in the County of _____. The Premises shall be used solely for the purpose as a **(private dwelling)**.

Lot Only - Lease Agreement under and pursuant to the following terms and conditions:

2. TERM: The term of this Agreement shall commence on _____ and shall remain in effect through and including and shall thereafter continue on a month-to-month basis until terminated in accordance with the provisions hereof unless either party gives written notice of termination of at least 30 days before the Lease Contract term or renewal period ends, or unless all parties sign another Lease Contract.

3. LOT RENT: Lessee shall pay to Lessor, in advance, monthly lot rent of \$_____ per calendar month for rental of the Premises, payable to _____, due on or before the first (1st) day of each month. The prorated rental from the date of move-in to the first day of the month following is \$_____. The prorated sewer from the date of move-in to the first day of the month following is \$_____. Rent shall be paid either by valid check or money order (for your protection and the protection of the Community Manager, cash payments are highly discouraged) and shall be delivered to the locked drop box at the Community Office. If rent is not received by Lessor on or before 5:00pm on the **5** the day of the month, a late fee of **\$25.00** will be assessed as well as a charge of five and no/100 Dollars (**\$5.00**) per day until all late rent payments have been paid. In addition, future payments must then be made only by certified check, cashier's check, or money order. If any fees and/or late charges have been charged to the Lessee's account, any payments made to the account, rent or otherwise, shall be applied first towards any such accrued fees, pass through utilities 2nd, Mobile Home Loan payment 3rd, and prior to its being applied towards any rent payments. The remainder of any monies received by Lessor from Lessee shall be applied to past due rent, then to current rent. At any time during the term of this Agreement, Lessor may increase the amount of rent due by providing at least sixty (60) days prior notice to Lessee prior to the effective date of any such increase. Additionally, a charge of **\$60.00** will be made for all checks returned due to insufficient funds or for any other reason.

4. LOT RENT DEPOSIT: As a further consideration for the execution of this Agreement by Lessor, and in addition to the rent agreed to be paid herein, Lessee agrees to pay Lessor the sum of \$_____ for as a security deposit upon execution of this Agreement ("Security Deposit"). Lessor shall refund all or portion of the security deposit to the Lessee within thirty (30) days of expiration or termination, if during the term of this Agreement, Lessee has promptly paid rent as provided herein, has complied with each and all terms and conditions set forth herein and has vacated the Premises, leaving it in a good and clean condition, reasonable wear and tear alone excepted. Lessor shall have full authority and discretion in the amount, if any, to be refunded to Lessee. At least thirty (30) days written notice of intent to vacate must be given to Lessor by Lessee prior to move out. Lessee shall provide Lessor with a forwarding address upon expiration or termination of this Agreement within thirty (30) days after the expiration or termination of this Agreement.

5. USE OF PREMISES AND APPLICATION APPROVAL: A Rental Application ("Application") must be approved by Lessor before Lessee shall have the right to use or occupy the Premises. Only those persons listed in said Application shall be permitted to occupy the Premises. The Premises shall not be used for any illegal purposes, nor in violations of any valid regulation of any governmental body or agency, nor in any manner to create any nuisance or trespass.

6. OCCUPANCY: Manufactured homes in this park are solely for single family dwellings unless otherwise noted in (1. Premises). A bedroom is defined as a room originally designed for sleeping by the manufacturer. With a maximum of two persons per bedroom + one or per local laws, whichever is more applicable and or enforceable. Such manufactured home will be used and occupied by Lessee solely as a private residence, and for no other purpose.

7. COMMUNITY GUIDELINES: All Community facilities are provided by Lessor for the use and enjoyment of Lessee and, in certain cases, Lessee's family, guests, or invitees. Lessee agrees to abide, and to insure that Lessee's family, guests, or invitees abide by all Community Guidelines which includes the Community Rules and Regulations and Home and Site Standards ("Rules") and any amendments thereto. Lessee acknowledges receipt of a copy of such

Rules as of the date hereof. The Rules and any amendments thereto are incorporated herein by reference and made a part hereof for all purposes. Lessee agrees that Lessor shall have the right to modify, amend, change or replace such Rules in Lessor's sole and exclusive discretion and at such time or times as Lessor may desire. Lessor agrees to give Lessee written notice at least sixty (60) days prior to any modification, change, amendment, or replacement. Any breach or violation of such Rules is expressly declared to be a breach of this Agreement.

8. RELEASE OF LESSEE: In the event that Lessee is now or becomes (except for voluntary enlistment) a member of the Armed Forces of the United States on active duty and receives change-of-duty orders to depart the local area, or is relieved or discharged from active duty, then Lessee may terminate this Agreement by giving Lessor thirty (30) days written notice, provided that Lessee is not otherwise in default or breach. In such event Lessee agrees to furnish Lessor a certified copy of such official orders which warrant termination of this Agreement; it is expressly provided, however, that orders authorizing base housing shall not constitute change-of-duty orders warranting termination of Lessee. Lessee shall not be released from this Agreement for any other reason.

9. ACCESSORIES, EQUIPMENT, AND STRUCTURES: Approval of Lessor must be obtained before construction, installation, or modification of any manufactured home accessory, equipment, or other structure. (Note: Building permits may be required for certain accessories or installations).

10. LANDSCAPING: Installation or planting of any trees, concrete, masonry, or ground cover must be approved by Lessor. Lessees are encouraged to landscape the premises and shall keep the Premises in a clean, attractive, and well-kept fashion. Each Lessee shall be responsible for his or her own lawn maintenance (e.g. mowing, trimming, edging, etc.). In the event Lessee neglects to maintain the site, Lessor will notify Lessee one time to take corrective action within a reasonable number of days after the date of said written notice. If Lessee fails to bring the site into compliance within that time, Lessor or Lessor's agent shall have the right to enter upon the leased site without further notice and perform any and all necessary maintenance. The charges incurred as a result thereof shall be the sole responsibility of the Lessee, and shall be collectible as rent. The charges for such work shall be as follows:

- a) Trimming lot: **\$ 50.00** per occasion.
- b) Edging lot: **\$ 50.00** per occasion.
- c) Mowing and trimming lot: **\$ 100.00** per occasion.

Lessee agrees to pay Lessor for all other repair and maintenance work resulting from Lessee's failure to maintain Premises in good repair at a rate of **\$ 30.00** per hour. There shall be a one (1) hour minimum fee if Lessor provides any of the services outlined herein. Lessor reserves the right to raise or lower said fees, charges, or assessment set forth above. Lessor agrees to provide TENANT with no less than thirty (30) days written notice of any such change. Failure to maintain the site as outlined by the Agreement or Community Rules is just cause for termination of this agreement. **LESSEE HEREBY INDEMNIFIES AND HOLDS LESSOR HARMLESS FROM ANY COST, LOSS, OR DAMAGE CAUSED AT THE PREMISES IN THE COURSE OF SUCH MAINTENANCE, REGARDLESS OF NEGLIGENCE.** All landscaping improvements shall immediately become a part of the realty and belong to the Lessor and shall remain upon and be surrendered with the Premises unless otherwise expressly agreed upon to in writing by the parties hereto. All landscaping improvements shall immediately become a part of the realty and belong to the Lessor and shall remain upon and be surrendered with the Premises unless otherwise expressly agreed upon to in writing by the parties hereto.

11. VEHICLE CONTROL: For the safety of the occupants and guests, in the Community, Lessor has designated and posted certain speed limits; Lessees agree to abide by such and to cooperate in the enforcement of such speed limits. The streets and lanes are private and not public thoroughfares. Lessees may park passenger cars only on the Premises' driveway or other designated areas. Neither Lessees nor guests or invitees shall park any vehicle on another resident's space or vacant space without the express permission of the resident or Lessor, whichever is applicable. Visitors shall park in the designated guest or visitor parking areas or in their host's drive if space is available. All trailers, boats, recreational vehicles or other vehicles not used for daily transportation shall only be parked in the Community as may expressly be designated by Lessor. All vehicles must meet statutory requirements for inspection, safety, etc. in order to be operated in the Community. No junked, unusable or unsightly vehicles will be allowed in the Community. All Vehicles in the Community must be properly licensed and registered. Lessor, may at its sole discretion, for the welfare or the occupants of the Community restrict the delivery of certain products and services to approved, designated suppliers or restrict the times of delivery of products and services. The operation of motorcycles, motor scooters, mini bikes and other two or three wheeled motorized vehicles must be first approved in writing by Lessor. Community roads are for passenger vehicles only. Heavy equipment and trucks are not allowed on community roads.

12. INSPECTION BY LESSEE: Lessee warrants and covenants that a full and complete inspection of the Premises and of the Community and all of its facilities has been made and that all of such were found to be in good, safe and habitable condition.

13. ASSIGNMENT AND SUBLEASES: Lessee shall not, without the prior written consent of Lessor, sell, assign, sublet or otherwise transfer any interest in this Agreement, or the lease made hereunder, or the Premises leased hereby or any interest therein. If Lessee attempts to assign the Agreement or allows the Premises to be occupied by anyone other than Lessee, Lessor may collect rent and other charges due under this Agreement from the assignee or occupant, and apply the net amount collected to the amount herein due, and no such collection shall be deemed a waiver of the condition herein against assignment or subletting, or as an acceptance of the assignee or occupant as a lawful resident of this Community or of the premises, and in such case, Lessee shall remain liable to Lessor for all provisions of this Agreement.

14. TRANSFER OF LESSOR'S INTEREST: In the event that Lessor sells, assigns or otherwise transfers its interest in the Community or manufactured home, this Agreement shall be binding on the purchaser, assignee or transferee. Lessor shall be automatically relieved of any obligations or liability hereunder as of the date of such sale, assignment, or transfer, provided that the obligations and liability hereunder are assumed in writing by said purchaser, assignee or transferee. All new residents must be complete on application approval process and have written approval prior to move in.

15. CONTRACTUAL LIEN: Lessor shall have and is hereby granted a lien upon all non-exempt property of any kind found or located on the leased premises to secure payment of rent due or to become due under this lease. If Lessee is delinquent in payment of any rental due under this lease, Lessor shall have the right to enter peacefully the premises, manufactured home, or storage facilities to exercise Lessor's contractual lien. Lessee's absence from the premises for three consecutive days while all or any portion of the rentals or other sums due under this lease are delinquent shall be deemed abandonment of the premises. In order to clear such abandoned premises, Lessor must enter the premises, manufactured home and storage facilities to remove and store all property of every kind found therein. Lessor may impose reasonable charges for storing seized or abandoned property and may sell the same at a private or public sale after thirty (30) days written notice to Lessee of the time and place of such sale, and Lessor shall have the right to become purchaser upon being the highest bidder at such sale; the notice shall be deemed to have been given at the time of placing such notice in the U.S. mails, postage prepaid, certified, or registered mail to Lessee at the street of post office address hereinabove set forth. Sale shall be to the highest cash bidder and the proceeds thereof shall be first credited to the cost of seizure, storage, and sale and then to the delinquent rentals or other sums due Lessor; if any sale proceeds then remain such shall be held by Lessor for Lessee and Lessor shall notify Lessee of such surplus monies in the same manner required for notice of sale. It is expressly agreed that all of the lien provisions of this paragraph and the procedures contemplated thereby shall be available to, and may be done by, Lessor without the necessity of any prior court hearing, proceeding or order. Lessor shall have no liability to Lessee whatsoever for any acts or actions taken or performed pursuant to the provisions of this paragraph.

16. REPAIRS: Lessee has the duty to repair or remedy, or to pay for the repair or remedy, of any of the following conditions that may occur to the Premises during the term of this Agreement, or any renewal or extension hereof:

- a. damage from waste water stoppages or backup caused by foreign or improper objects in lines that exclusively serve the Premises;
- b. all other conditions which are caused by Lessee, a lawful occupant in the Premises, a member of the Lessee's family, a guest or invitee of Lessee, and which are not caused by normal wear and tear.

17. INDEMNIFICATION: Lessee hereby agrees to indemnify and hold Lessor harmless for any injury, death, or criminal acts of residents and guests, to any person or damage to any property arising out of the use of the Community by Lessee, Lessee's family, agents, employees, guests, or invitees. Lessee is to keep the manufactured home and Premises in good and safe condition, and notify Lessor immediately of any unsafe or unsanitary conditions in the Community or upon Community property. Lessor shall not be liable to Lessee for any damages arising out of any actions or negligence on the part of any other Community residents of their families, agents, employees, guests or invitees. Lessee agrees to pay Lessor for any damages caused by Lessee, Lessee's family, agents, guests or invitees, whether such damage is sustained by said Community resident, said Community resident's family, agents, employees, guests or invitees.

18. WAIVERS: No failure by Lessor to enforce any provision of this Agreement after default or breach by Lessee shall be deemed a waiver of Lessor's right subsequently to enforce any and all provisions of this Agreement upon any

other or further default or breach on the part of Lessee. All remedies contained herein are cumulative and agreed to by the parties without impairing any rights of remedies of Lessor, whether said rights or remedies are herein referred to or not. The obligation of Lessee to pay rent shall not be deemed to be waived, released or terminated by the service of a notice to vacate, notice to terminate, notice of breach, demand for possession, or institution of any legal action against Lessee. The acceptance of any rentals or other sums due shall not be considered as a waiver or any default or breach by Lessee, nor shall such acceptance reinstate, continue or extend the term of this Agreement or affect any notice, demand or suit in connection with such Agreement. No payment by Lessee or receipt by Lessee of any amount less than the total rental and charges due shall be deemed to be other than on account of the rent and charges due, not shall any endorsement on any check not any letter accompanying such partial payment be deemed an accord and satisfaction, and Lessor may accept such partial payment without prejudice to Lessor's rights to collect the balance of rent and charges due.

19. EMINENT DOMAIN: In the event that any governmental body or agency, or any entity which has the right of eminent domain, takes or condemns all or any part of the Premises of such a portion of the Community that it is no longer reasonably suitable for use as a manufactured home community for any public purpose by right of eminent domain (or any private purchase of lieu of the exercise of the right of eminent domain), this Agreement shall terminate on the date that possession of such property is taken. No part of any award or purchase price made or paid for such a partial or complete taking shall be apportioned. Lessee hereby renounces, and assigns to Lessor, any claim, right, title, or interest which lessee might have in any such award or purchase price. Lessor shall, however, have no claim to, nor assignment of, any award or payment to Lessee for the taking, condemnation, or purchase of any personal property belonging to Lessee and removable upon the termination of this Agreement.

20. UTILITIES: Lessor shall NOT provide the services and/or the installation/hook up of:

- a. Phone
- b. Cable/Satellite T.V.
- c. Internet
- d. Post Office Boxes
- e. Any and All Utilities

21. Default: Resident shall be in default under this Lease if Resident fails to pay rent charges or any other charges to which Resident has agreed in this Lease. In addition, Resident shall be in default under this Lease if Resident fails to abide by any of the Rules set forth in Paragraph 7 herein. If Resident is in default under the terms of the Manufactured Home Lease Agreement entered into between Resident and _____ ("**Lessor**"), such default shall be deemed to be a default under this Lease.

22. AMENDMENTS: The Agreement, along with the Security Deposit Agreement, the Rental Application, the Community Rules and Regulations, and if applicable, the Utilities Sub metering Addendum, constitutes the entire agreement between the parties; Lessee certifies that no other representations, either written or oral, were made by Lessor or relied on by Lessee as an inducement for the execution of, or as consideration for, this Agreement. Lessee acknowledges receipt of a copy of each of these documents and agrees that such shall not be modified or amended except as may hereafter expressly be set forth in writing and executed by the parties or except as may otherwise be provided herein.

23. TERMINATION: Resident's right to occupancy shall terminate or may be terminated as follows: (a) at the end of the term of this Agreement on thirty (30) days' written notice by either Lessee or Lessor, (b) at any time Lessee shall be in default on or in breach of any provision of this Agreement (or the other documents incorporated herein and made a part hereof by reference) upon three (3) days' written notice of such breach or default given by Lessor, (c) in accordance with the terms and provisions hereof relating to eminent domain, (d) in accordance with the terms and provisions hereof relating to release of Lessee, or (e) at such other time as may be agreed to by the parties hereto in writing. When resident's right of occupancy is terminated, Lessee shall pay all rental or other sums due or owed to Lessor and shall peacefully surrender possession of the Premises and remove all Lessee's property pursuant to this Agreement; failure to do so shall be deemed a breach of this Agreement.

24. ATTORNEY'S FEES: Should either Lessee or Lessor be required to employ legal counsel to enforce the terms, conditions and covenants of this Agreement, the prevailing party shall recover all reasonable attorneys' fees incurred therein.

25. MISCELLANEOUS: This Agreement shall be governed by the laws of the State of TX. Lessee acknowledges having read and understood all of the terms and provisions of this Agreement and agrees to be bound thereby. All references to "Lessee" herein shall include and mean all occupants of the manufactured home set forth in the Application. The term "Lessor" shall include and refer to the Community Manager or other designated representative or Lessor. Time is of the essence of this Agreement. The provisions of this Agreement shall be severable; if any

provision is held invalid or unenforceable by any court of law for any reason whatsoever, the remaining provisions shall not be affected and shall be in full force and effect.

26. Miscellaneous Services and/or fees:

- a. Trash Service Rules and Fees: trash service must be obtained by the resident if not provided by the park
- b. All additional trash removal costs incurred by the community shall be apportioned equally to all residents immediately after the community incurs the expense and shall be payable within 30 days of a notice being sent to each resident.
- c. Utility Services Rules and Fees: _____
- d. Monthly Water Fee: _____
- e. Monthly Sewer Fee: _____
- f. Storage Facility Rules and Fees: _____

27. SPECIAL PROVISIONS:

28. Pets: See Rules and Regulations for pet policies.

Type of Pet: _____ Breed of Pet: _____ Name of Pet: _____ Pet Deposit Held: \$ _____

Type of Pet: _____ Breed of Pet: _____ Name of Pet: _____ Pet Deposit Held: \$ _____

29. Emergency Contact Info:

Name: _____

Address: _____

Phone Number: _____

Relationship: _____

Lessor's Initials (Manager): _____ Lessee's Initials (Tenant/s): _____

EXECUTED on the date hereinabove written. READ THIS AGREEMENT IN ITS ENTIRETY BEFORE SIGNING.

(Signature)

(Signature)

X

Kim Phillipson
Administrative Assistant to Scott Van Ramshorst
Managing Member of American Family Communities, LLC,
Property Manager for