

RESIDENTIAL LEASE AGREEMENT (LOT ONLY)

AM
11/17/18

THIS RESIDENTIAL LEASE AGREEMENT (“Lease”) is made as of ~~10/30/18~~ 11/17/18 by and between **Eagle’s Landing MHP LLC** (the “Landlord”), having an address of **12145 NC 27, Broadway NC 27505** and **Maurice Kollis Cox** (the “Tenant”), for the occupancy of the premises described below.

In consideration of the mutual promises and covenants set forth below, as well as other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

Site: The “Site” shall be defined as Lot No. 51 in Landlord’s manufactured housing community located at: **170 Bald Eagle Drive.** and commonly known as **Eagle’s Landing** (The “Community”) on the following terms and conditions:

1. **INITIAL TERM OF LEASE.** The Initial Term of the lease shall be for One(1)Year commencing on **11/7/2018** and expiring on **10/31/2019**(the “Initial Term”). Either Landlord or Tenant may terminate this lease at the expiration of the Initial Term by giving written notice to the other party at least 30 days prior to the expiration of the Initial Term. In the event such written notice is not given or if the tenant holds over beyond the Initial Term, the tenancy shall automatically become a month to month tenancy upon the same terms and conditions contained herein and may thereafter be terminated by either Landlord or Tenant by giving the other party 30 days written notice prior to the last day of the then current period of tenancy.
2. **USE OF PREMISES.** The Premises will be used by Tenant as a private residential dwelling for the Tenant and for no other purpose. The premises will be occupied by no other than the persons who are specified on the Resident Information form (ADDENDUM A – Resident Information).
3. **RENT.** Tenant agrees to pay as rent (the “Rent”) during the Initial Term and all subsequent tenancies **\$ 225** per month due and payable in advance, without notice, demand, or offset on the 1st of each month. If the Initial Term begins on a day other than the first day of a calendar month, Rent for the first month shall be prorated according to the number of days during which the Tenant will occupy the Premises during such month. If the Term ends on a day other than the last day of a calendar month, Rent for the last month shall be prorated according to the total number of days during which the Tenant will occupy the Premises during such month.

Rent in the amount of **\$ 225** for the period from November, 2018 shall be due upon the execution of this Lease. Rent for each month thereafter shall be due on the first day of such month. Rent shall be paid to Landlord at **12145 NC 27, Broadway, NC 27505** or at such location as Landlord may from time to time designate in writing.

If Rent is not paid in full on or before the **5th** day of a calendar month, Tenant shall pay as additional rent a late fee of **\$15.00** for each such month. The purpose of this late fee is to compensate Landlord for the expense of processing a delinquent account.

All Rent payments shall be applied first to past due Rent and other charges owing under this Lease. The remaining portion of such payments, if any, shall be applied to current Rent.

If there are two or more persons constituting Tenant, Landlord shall have the option of requiring one check, cashier's check or money order for each monthly installment of Rent. Failure to pay the Rent pursuant to the terms of this Lease is a default under this Lease.

4. **RENTAL ADJUSTMENT.** Landlord shall be entitled to change the monthly rental, late charges, or any other charges incurred to any amount determined by the Landlord or to amend the Rules and Regulations, as hereinafter defined, provided the Landlord gives the Tenant **thirty (30) days** written notice prior to the date such change becomes effective. If the Landlord gives such notice, the Tenant shall have the right to terminate the Lease by giving the required notice in writing.
5. **SECURITY DEPOSIT.** Tenant has paid or before occupying the Premises agrees to pay to Landlord the sum of \$ 0 which shall be held in a non-interest bearing account as security for the faithful performance by Tenants of their obligations hereunder (the "Security Deposit"). In the event of any breach or failure of Tenant hereunder, then Landlord shall have the right to use and apply the said Security Deposit in the manner provided by law.

Upon the termination or expiration of this Lease, Landlord shall determine whether Tenant has properly maintained the Premises and has left the Premises in the condition the Tenant received the premises except for reasonable wear. An inspection shall be made by the Landlord to determine whether Tenant may be liable for damages to the Premises.

The inspection required by this Section 5 shall be made within five (5) days after the termination of Tenant's occupancy of the Premises or the expiration of the Term, whichever first occurs. For purposes of this Section, Tenant's occupancy of the Premises shall not be deemed to have terminated until all or substantially all of Tenant's personal property has been removed from the Premises. Tenant shall give Landlord at least thirty (30) days prior written notice specifying the date on which Tenant intends to vacate the Premises if it is prior to the end of Tenant's occupancy.

If Tenant has faithfully performed its obligations hereunder, paid all rent and other charges due Landlord, returned all keys and left the Premises in the same condition as when the Premises were occupied except for reasonable wear and tear, then Landlord shall, within **twenty one (21) days** after termination of the tenancy and delivery of the Premises, return the amount of the Security Deposit to Tenants. If Landlord has made any deductions from the Security Deposit, all of said deductions shall be fully itemized in writing to Tenant within **twenty one (21) days** of termination of tenancy. No part of said Security Deposit shall be applied by Tenant for payment of any part of the Rent or other obligations due hereunder and Tenant shall pay Rent each month as though no security deposit was ever made.

6. **RULES AND REGULATIONS.** The Rules and Regulations, which are attached to this lease, shall be considered a material part of this lease and Tenant agrees that the Rules and Regulations shall be faithfully observed by the Tenant, its agents, guests and invitees. A violation by the Tenant of the Rules and Regulations shall be considered a material default under this lease and upon failure of the Tenant to remedy such violation within the time period specified by the Landlord to Tenant in writing, the Landlord may elect at its option to immediately terminate this lease. Violation of any provision of the Rules and Regulations may result in a single warning in writing to the Tenant. If the violation is not remedied within the specified time period or another like violation occurs again after the warning, the Tenant will be assessed a fine of \$25, unless an amount is otherwise specified in the Rules and Regulations.

7. **BAD CHECKS.** Tenant agrees to pay as additional rent a charge of **\$35.00** for each check returned for insufficient funds. This charge will be in addition to any late fee that may be due. If any of Tenant's checks are returned to Landlord for insufficient funds, Landlord shall thereafter at any time have the option of requiring that all subsequent rent payments for the remainder of the term be made by cashier's check, certified check or money order.

8. **UTILITIES/OTHER CHARGES.** Tenant agrees to pay Landlord for utility usage applicable to the Premises, as shown below. As of the start date of the lease, Landlord is aware of the utility and other charges shown below for which an invoice will be provided to Tenant by Landlord as such amounts become due during the Term:

Utility/Other Charges	Amount
Water	Per usage, to County
Sewer	0
Trash	0
Storage Fee	N/A
Power	To Duke Energy
Other:	

9. **BEFORE AND AFTER POSSESSION INSPECTION.** Prior to tenant taking possession of the Premises, Tenant will inspect the Premises and report in writing to Landlord any defects found. After Tenant has been in possession for more than five (5) days, Landlord will no longer have any obligation to repair, fix or replace the Premises for matters existing on the date of possession.

10. **COVENANTS BY LANDLORD.** Landlord will maintain all electrical and plumbing services to the meter and the Tenant will be responsible for all maintenance and repairs from the meter into the home.

Landlord's failure to comply with the above requirements shall not give rise to a right in Tenant to terminate this lease, unless Tenant has given Landlord written notice of the defective condition and Landlord has failed to repair or cure such condition within twenty

(20) days of Landlord's receipt of such notice.

Tenant may not terminate this Lease if Tenant, a member of Tenant's family or an invitee or guest of Tenant intentionally or negligently causes a defective condition. Such intentionally or negligently caused defective condition shall be repaired at Tenant's sole expense. Any termination by Tenant shall only be made in accordance with Section 20 of this Lease.

11. **COVENANTS BY TENANT.** Tenant covenants and agrees to abide by all Landlord Rules and Regulations.
12. **TENANT TO CLEAN PREMISES WHEN LEASE ENDS.** Upon termination or expiration of this Lease, Tenant shall remove all personal property from the Premises and deliver possession of the Premises, in the condition the Tenant received the Premises. Tenant shall compensate Landlord for any damage sustained by Landlord due to Tenant's failure to surrender the Premises in the required condition. Tenant shall surrender all property supplied by the Landlord, such as mailbox keys, on the date Tenant vacates the Premises.
13. **ABANDONMENT OF PREMISES OR PROPERTY.** If the Tenant will be absent from the Premises for more than twenty-one (21) days, Tenant shall give prior written notice of such absence to Landlord. If Tenant fails to give such notice, Landlord may deem the Lease in default and Premises to be abandoned and may secure the Premises. If the Landlord has deemed the Premises to be abandoned and the Landlord has declared a default then the Landlord may re-let the Premises. This Lease will continue in effect and Tenant will remain liable for Rent and all damages sustained by Landlord during the remainder of the Term or until the Premises are re-let, whichever first occurs. Personal property of Tenant that remains on the Premises after the termination or expiration of this Lease or the abandonment of the Premises may be treated by Landlord as abandoned property.
14. **DAMAGE OR DESTRUCTION OF PREMISES.** In the event that the Premises are damaged or destroyed by fire or other cause, Tenant shall notify Landlord immediately. If the Premises are damaged or destroyed to the extent that Tenant's enjoyment is substantially impaired, Tenant may immediately vacate the Premises and within ten (10) days thereafter give written notice to Landlord of Tenant's intent to terminate this Lease. In such a case, the Lease will terminate as of the date that Tenant vacates the Premises, and Landlord shall return any prepaid rent for the period after Tenant vacates the Premises, subject to any setoff for charges or damages Tenant owes to Landlord.

In the event that the Premises are damaged to the extent that Tenant's enjoyment is somewhat impaired, though not substantially impaired, Landlord shall have a reasonable period during which is may repair the Premises. Landlord's duty to repair shall not arise until Tenant gives Landlord written notice of the damage to Premises. If Landlord fails to repair the Premises within a reasonable period of time after receipt of such notice from Tenant, Tenant shall be entitled to a reduction in Rent for the period beginning after notice was given to Landlord and ending on the date Landlord completes the repair of such damage to the Premises.

Landlord shall have the right to terminate this Lease in the event that (a) the Premises are damaged or destroyed, and such damage or destruction renders the Premises unfit for habitation, or (b) if such damage or destruction is caused by the fault or negligence of Tenant, a member of Tenant's family, or a guest of Tenant.

In any dispute concerning Tenant's right to terminate this Lease or receive Rent abatement under this Section, Tenant shall bear the burden of establishing that the condition of the Premises justifies such relief.

15. **BODILY INJURY AND PROPERTY DAMAGE.** Landlord is not an insurer of Tenant's person or personal property or security. Except to the extent as may be required by law, Landlord shall not be liable to Tenant for any bodily injury or property damage suffered by Tenant or Tenant's guests or family members in, on or near the Premises including but not limited to the public street or public or private parking areas. Tenant should be responsible for its own and its children's and guests' and invitees' security and property.
16. **ASSIGNMENT OR SUBLET.** Tenant will not assign its interest in this Lease or sublet all or a part of the Premises without Landlord's prior written consent. No assignment or sublease will release Tenant from its continuing responsibility for the full performance of the terms and conditions in this Lease unless Landlord signs a written statement releasing Tenant from such liability. Consent to an assignment or sublease may be withheld by Landlord in its sole and absolute discretion.
17. **BREACH OR DEFAULT BY TENANT.**

A. **Non-Payment of Rent.** (i) In the event that Rent or any other payment required hereunder is not paid when due, and Tenant fails to pay such Rent within **ten (10) days** after delivery of a written notice to the Premises of such non-payment, stating that the Landlord has a right to terminate this Lease because of such non-payment, then Landlord may terminate this Lease without further notice, obtain possession of the Premises by any lawful means at the end of the **ten (10) day** period, recover damages and costs, and seek injunctive relief, each together with reasonable attorneys' fees as may be permitted by law in addition to all other remedies available to Landlord at law or in equity.

(ii) In the event that a check for Rent is drawn on an account with insufficient funds and Tenant fails to pay such Rent within **ten (10) days** after delivery of written notice to the Premises requiring payment by cashier's check, certified check, or money order, Landlord may terminate this according to the provisions of Section 17 A (i).

B. **Non-Monetary, Non-compliance with Lease.** Landlord may terminate this Lease if there is a material non-monetary non-compliance by Tenant with any provision of this Lease, except Rent, and should Tenant fail to cure such non-compliance within ten (10) days after receipt of written notice from Landlord (i) specifying the act(s) and/or omission(s) that constitute the breach and (ii) stating that the Lease shall terminate on a date not less than ten (10) days after Tenant's receipt of such notice if the breach is not cured within such ten (10) day period. If the breach may be cured and Tenant effects such cure prior to the date

specified in such notice, this Lease shall not terminate. If Tenant fails to cure the breach prior to the date specified in such notice, Landlord shall be entitled to immediate possession, and may recover damages and costs, and obtain injunctive relief, each together with reasonable attorneys' fees as may be permitted by law.

C. **Non-curable, Criminal or Willful Breach.** Notwithstanding the foregoing, in the event that Tenant commits a breach that cannot be cured, or that is a willful breach similar in nature to a prior breach that was cured by Tenant following notice, Landlord may give written notice to Tenant specifying the act(s) and/or omission(s) constituting such breach (and, if applicable, that there was a prior breach of a like nature) and stating that the Lease shall terminate on a date not less than thirty (30) days after Tenant's receipt of such notice. In the event that Tenant commits a breach that (a) involves a criminal or willful act that cannot be cured, or (b) poses a threat to health or safety, Landlord may obtain possession of the Premises and recover damages, costs, and reasonable attorneys' fees as may be permitted by law.

D. **Damages.** In the event that Tenant breaches any provision of this Lease, Landlord may pursue the remedies set forth above, or any of them. Tenant shall be responsible for payment of the following amounts:

1. for all past due Rent and other charges;
2. for all expenses that Landlord may incur for cleaning and repairing the Premises due to Tenant's damaging the Premises during the Term or Tenant's failure to leave the Premises thoroughly clean and in good condition, reasonable wear and tear excepted, or damaged at the end of the Term;
3. for any court costs incurred by Landlord;
4. for reasonable administrative and attorneys' fees incurred by Landlord in (i) collecting Rent and other charges and damages, and (ii) in obtaining possession of the Premises.

18. **NOTICES.** All written notices required or permitted by this Lease may be delivered in person to the Tenant or Landlord, delivered or posted at the Premises, or sent by certified mail, return receipt requested (postage prepaid) to Landlord or Tenant at the addresses set forth herein or at such other address as a party may designate from time to time by notice given in accordance with the terms of this section. Tenant shall be deemed to have received notice if such notice is delivered or posted at the Premises.

19. **HEADINGS.** The headings of the sections of this Lease are inserted for convenience only and do not alter or amend the provisions hereof.

20. **GOVERNING LAW.** This Lease shall be construed under the laws of the State of **North Carolina.**

21. **SEVERABILITY**. Any provision of this Lease that is prohibited by or unlawful or unenforceable under **North Carolina** law shall be ineffective only to the extent of such prohibition without invalidating the remaining provisions of this Lease.
22. **FAILURE TO ENFORCE LEASE NOT A WAIVER**. Landlord's (a) acceptance of Rent or conduct not in compliance with Tenant's obligations under this Lease, or (b) waiver of a breach by Tenant shall not be interpreted as a waiver of any subsequent breach of or non-compliance with this Lease, and the terms and provisions of this Lease shall remain in full force and effect. Tenant is hereby notified that acceptance by Landlord of Rent with knowledge of a material non-compliance by Tenant shall not constitute a waiver of Landlord's right to terminate this Lease by reason of such non-compliance.
23. **JOINT AND SEVERAL LIABILITY**. If more than one person constitutes Tenant, all persons signing as Tenant shall be jointly and severally liable for all Tenant obligations set forth in this Lease.
24. **DEATH OF TENANT OR LANDLORD**. In the event that Tenant or Landlord (or, if more than one person signs this Lease in either capacity, any of such persons) shall die during the Term, the surviving Tenant or Landlord or the personal representative of the estate of the deceased, as the case may be, may terminate this Lease by giving at least sixty (60) days written notice to the other party. Such termination must be effected within ninety (90) days of the date of death of the Landlord or Tenant.
25. **FORWARDING ADDRESS**. The Tenant, or if there is more than one Tenant, all Tenants, shall provide the name, address, telephone number and relationship of a relative or a friend through whom the Tenant can be reached during the Lease Term and after the Lease Term is over so Landlord, if necessary, can reach the Tenant.
26. **TELEPHONE NUMBER**. The Tenant will provide the Landlord promptly with the telephone number used by Tenant at the Premises and any changes thereto.
27. **PERSONAL PROPERTY OF TENANT**. All personal property or valuables placed in or about the Premises by Tenant, its invitees or guests shall be at the sole risk of the Tenant or the parties owning same and Landlord shall not under any circumstances be liable for loss, destruction, theft or damage to such property. Landlord strongly advises Tenant to obtain renter's insurance.
28. **TENANT'S KNOWLEDGE OF LEASE TERMS**. The Landlord and Tenant have both signed the Lease. The Tenant's signature indicates that Tenant has read each and every paragraph of each page of the Lease and Rules and Regulations.
29. **WAIVER OF RIGHT TO JURY TRIAL**. Both Landlord and Tenant hereby waive the right to trial by jury in any action, proceeding or counterclaim brought by either party against the other arising out of this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, and/or any injury or damage on or about the Premises.

30. **NO RECORDATION.** This Lease shall not be recorded by Tenant.
31. **ENTIRE AGREEMENT.** This Lease and any applicable rules and regulations and any subsequent changes or amendments thereto constitute the entire Lease Agreement between Landlord and Tenant. No oral statements made by either party shall be binding on such party.
32. **SUBORDINATION AND ESTOPPEL CERTIFICATE.** This Lease and Tenant's rights are subject and subordinate to present and future mortgages and ground leases on the Site, including modifications, amendments, extensions, alterations and assignments to such mortgages and ground leases. If the underlying ground leases or mortgages on the Site are changed, or foreclosure or other proceedings based upon any ground lease or mortgage is brought against the Site or Landlord, the rights of the parties holding such ground leases or mortgages are greater than Tenant's rights. Landlord may execute any papers on Tenant's behalf as Tenant's attorney-in-fact to indicate such subordination. If requested by Landlord, Tenant shall endorse a letter stating if true: (a) that this Lease is in effect; (b) that Tenant has no rights to the Site other than as stated in this Lease; (c) that Tenant has paid the Rent to date; (d) the Tenant has not pre-paid any Rent; (e) that Tenant holds no options or first rights of refusal to purchase the Site; and (f) such other reasonable and true statements with regard to this Lease and Tenant's occupancy of the Site as Landlord may request. Tenant agrees to attorn to the lender or any purchaser at a foreclosure sale and recognize the lender or any purchaser at a foreclosure sale as the landlord under this Lease if the lender forecloses on the Property. Tenant also agrees to execute all documents reasonably requested to evidence the subordination of this Lease or the attornment to a subsequent landlord.
33. **TENANT OWNED HOMES.** The following provisions shall apply to Tenants owning Tenant Homes:
- A. **Title to Tenant Home.** A copy of the title (front and back) must be provided to Landlord. Tenant must also provide Landlord with the name and address of the creditor, if any, who holds a lien on the Tenant Home. Tenant must provide Landlord written notice of any changes in an existing lien, the creation of a new lien or the discharge of the lien.
- B. **Right of First Refusal.** Any Tenant owning a Tenant Home has the right to sell the Tenant Home while the same is situated in the Community, pursuant to the terms of this Lease and the Rules and Regulations; provided, however, that Landlord shall have the right of first refusal to purchase the Tenant Home as set forth in this paragraph. **Tenant must disclose Landlord's right of first refusal in any purchase and sale agreement entered into for the sale of the Tenant Home or such agreement shall be null and void.** Upon receipt of a fully executed purchase and sale agreement (the "Final Agreement"), Tenant must provide Landlord with a copy of the Final Agreement. Landlord shall have 3 days following receipt of the Final Agreement to elect to purchase the Tenant Home upon the same terms and conditions set forth in the executed Final Agreement. In the event that Landlord fails to respond to Tenant in writing within three (3) days following Tenant's delivery of the Final Agreement, Landlord shall be deemed to have elected not to exercise its right to purchase the Tenant Home. In the event that Landlord does not timely elect to

purchase the Tenant Home, Tenant is permitted to sell the Tenant Home subject to this Lease and the Rules and Regulations. Tenant acknowledges that Landlord agreeing to enter into this Lease constitutes adequate consideration for this Lease provision, that without Tenant's agreement to this Lease provision, Landlord would have been unwilling to enter into this Lease, and that, in the event of Tenant's breach of this Lease provision, Landlord's remedies at law would be inadequate; therefore, Tenant agrees that Landlord may exercise all legal and/or equitable means available to enforce this provision, including, but not limited to, an action for specific performance and/or injunction.

C. **On-Site Resale of Home.** Should Tenant decide to sell the Tenant Home in accordance with these Rules and Regulations, the following criteria must be met to ensure that the purchaser of the home will be permitted to keep and occupy the home on the Site:

i. If the Tenant Home is to remain on the Site, the purchaser must meet with Landlord, apply for and be approved for residency prior to the closing on the sale of the home. If the purchaser of a Tenant Home occupies the home without first having obtained approval for residency, the purchaser will be deemed to be a trespasser and will be evicted from the Community.

ii. If a Tenant Home is sold in violation of these provisions, Tenant will remain responsible for all Rent and other charges which may accrue, regardless of whether Tenant continues to occupy the home or holds title to the home.

D. **Removal of a Tenant Home.**

i. Prior to removing a Tenant Home from the Property, all Rent and other charges due by Tenant to Landlord must be paid in full prior to the removal of the Tenant Home from the Site and timely written notice must be given to terminate this Lease pursuant to the terms hereof. Failure to provide a timely written notice to Landlord will result in Tenant's liability for payment of Rent for the required notice period.

ii. Before moving a Tenant Home out of the Community, Tenant must provide Landlord with at least 48 hours written notice with the date and time the home will be removed and the name of the licensed and insured home transporting company performing the move-out. The Tenant Home may only be removed from the Community between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding holidays. The Tenant or home transporting company shall give a \$500 deposit in certified funds to Landlord prior to the move-out to be used, if necessary in management's discretion, to restore any damage to the Site caused by the removal of the Tenant Home. Tenant shall solely be responsible for any damage to Landlord's property or property of other residents resulting from the removal of the Tenant Home. Landlord may seek injunctive relief to enforce these provisions if the resident fails to comply.

iii. Upon removal of a Tenant Home, the Site must be left in a clean and neat condition pursuant to the Lease. Any improvements or installations placed on the Site including, but not limited to, decks, sheds, steps, porches, tie-downs, anchoring systems,

awnings, carports, garages, etc., must be removed from the Site within two (2) days of the removal of the Tenant Home or these items will be considered abandoned property and Tenant shall be responsible for the cost of removal and/or repair. Only concrete slabs, piers, trees and shrubs may remain on the Site following the removal of a home.

iv. Tenant must notify the utility companies to shut off utilities which are billed to Tenant and must notify the utility companies of Tenant's forwarding address.

E. Resale of Tenant Home Following Eviction. Tenant shall have ninety (60) days to sell the Tenant Home or remove the home from the Community after the date that a judgment has been entered in Landlord's favor; provided, however, that such right to keep the Tenant Home in the Community is conditioned upon the payment of all Rent accrued prior to the date of the judgment and payment of Rent each month as it becomes due. Tenant shall be responsible for complying with the terms of this Lease at all times prior to the removal of the Tenant Home.

Make of Home in Community:

Length: Width:

Home Financed By:

Manufacturer Serial No:

Contact Telephone Number:

Year:

Account Number:

VIN Number:

**REMAINDER OF PAGE LEFT INTENTIONALLY BLANK
SIGNATURE PAGE TO FOLLOW**

SIGNATURE PAGE TO LEASE

WITNESS the following signatures and seals:

TENANT:

Maurice Kullis Cox

Name

Social Security Number

Name

Social Security Number

LANDLORD:

Name

Ana L Munro

Community Manager

(910) 524-0136

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Lessor Date

Lessee Date

Agent Date

Lessor Date

Lessee Date

Agent Date

Pamphlet *Protect Your Family from Lead in Your Home* available at:
http://portal.hud.gov/hudportal/HUD?src=/program_offices/healthy_homes/enforcement/disclosure

ADDENDUM B CRIME FREE LEASE

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

1. Tenant, any member of the Tenant's household or a guest or other person under Tenant's control, shall not engage in criminal activity, including drug-related criminal activity, on or near the said 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.
2. 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 drug related criminal activity, on or near said premises.
3. Tenant or member of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. 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, premises or otherwise.
5. 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 prostitution, criminal street gang activity, threatening or intimidating battery, including but not limited to the unlawful discharge of firearms on or near the dwelling unit premises, or any breach of the lease agreement that jeopardizes the health, safety and welfare of the landlord, his agent, or other tenants, or involving eminent or actual serious property damage.
6. Tenant, any member of Tenant's household, or a guest or other person under Tenant's control, shall not 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.
7. VIOLATION 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 added addendum shall be deemed a serious violation and material and irreparable noncompliance. It is understood that a single serious violation shall not require criminal conviction, but shall be made by a preponderance of the evidence.
8. In case of conflict between provisions of this addendum and other provisions of the lease, the provisions of the addendum shall govern.
9. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Landlord and Tenant.

Maurice Kollis COX
Tenant's Signature

11/7/18
Date

Tenant's Signature

Date

ana 2 nurse
Signature of Landlord's Authorized Agent

11/7/18
Date

Tenant's Address