

- Park Copy
- Tenant Copy

Mobile Home Pad Lease Agreement

With RULES & REGULATIONS

Lessee: Chris L McDougald

Pad/Lot Address: Lot # 14, 94 Blake Street in Lillington Village

Monthly Pad Rent: \$ **300.00**

This LEASE with Rules & Regulations, entered into on this date 11-18-19 by and between Lillington Properties LLC, a Delaware Limited Liability Company, hereinafter called "Lessor" and:

(Print name) Christopher McDougald and

(Print name) _____

Hereinafter referred to, whether one or more, as "Lessee." Lessee warrants that they are the legal owner of the mobile home and shall provide the Lessor with a copy of a valid title upon request.

Lessee's mobile home identification consists of the following:

Make/Model: Clayton

Size: 16 x 76

NC VIN # 0HC021336nc

Owner of Record [name on title] Christopher McDougald

Lessee(s) attests that he/she/they are the legal owner(s) of the mobile home and possess a valid North Carolina registration and title of ownership.

Tenant's initials: CLM

WITNESSETH:

LESSOR, for and in consideration of the rents, covenants and agreements herein contained, does hereby lease, demise and rent unto the Lessee, the following mobile home pad located at the above noted address in Lillington Village, Lillington, North Carolina.

TERMS AND CONDITIONS

By initialing each page and signing this lease, the Lessee expressly agrees to adhere to each of the following terms and conditions as well as all Rules & Regulations:

- (1) The term of this lease shall be from month to month.
- (2) Lessee may continue to rent the pad on a month to month basis under the same terms and conditions. The Lessor reserves the right to terminate the lease for breach of any one of its terms and condition and/or the attached Rules and Regulations.
- (3) The rent for the lot/pad is \$300.00 per month. Rent may be increased from time to time at the Lessor's discretion to cover increasing costs of operations. Lessee will be given 30 day notice of any impending rent increase.
- (4) Upon signing of this lease, Lessee agrees to:
 - 4a) Pay each month's rent, without notice, demand, or deduction, to Lessor or as Lessor directs, by the 1st day of each month.
 - 4b) Rent must be paid by **money order** only and deposited in the rent collection box at 16 Kenan St. Each month's rent is due on the 1st of the month but must be received no later than the 15th day of the month. As of the 15th day of the month, rent is considered late and you will owe a late fee of an additional \$15.00. If the rent is not paid by the end of the month, landlord will proceed with an eviction action in Harnett County Court.

Tenant's initials: CLM

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4c) If the rent with late fee have not be paid in full by the 25th day of the month, Lessor will file an eviction action in the Harnett County Small Claims Court. Lessee will then be responsible for the \$126.00 court filing fee in addition to any outstanding balance of rent and late fee owed.

If the Lessor agrees to accept and pay the total amount due, the lease will remain in effect. Lessor will file a lien on the trailer and file an action to repossess the trailer to recover any monies owed.

(5) Security Deposit. Lessee will not have to pay a security deposit.

(6) If the exterior of the home [siding, skirting, roof, etc.] is not maintained in a manor acceptable to the Lessor i e. – clean and free of clutter and trash/garbage in keeping with the general quality of homes in the park and the requirements of the County Zoning Dept, Lessor will clean the property and charge the Lessee for doing so. Large trash items can be placed at curb side for removal.

(7) Lessee shall be responsible for any damage to, or removal of, any of the Lessor's property from the premises by Lessee, their children or invitees/guests of Lessee.

(8) Lessee will be responsible for any repairs to their home and will promptly correct any exterior damage. Once per year, each mobile home must be power washed by Lessee. If the lessee fails to do so, Lessor will power wash the home and charge the lessee.

(9) The leased premises are to be *only* used as a one-family dwelling, and shall not be used for any commercial, business or multi-family dwelling purpose.

(10) Lessee agrees to indemnify and save Lessor harmless from any loss or damage that might result from Lessee's occupancy of the premises, including reasonable attorney fees.

(11) Lessor covenants that Lessee, upon payments of rental as specified herein and the performance of covenants and agreements hereof, shall and may ***peaceably and quietly*** have, hold and enjoy said premises; subject however, to the terms of this lease and attached Rules & Regulations. Lessee, their children or guests, shall not cause any disturbance to the community by fighting, loud music, unruly behavior, speeding i.e.- exceeding 15 mph on the park's streets, etc. Lessee, their children or guests, shall not conduct or allow to take place, any illegal activity of any kind in or around their home or premises.

(12) Lessee acknowledges having been given a copy of the Community's Rules and Regulations attached to this lease, and that he/she has read and understands them. Both Lessee *and* their guests shall comply with all the Rules and Regulations, and with any such future

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reasonable rules as Lessor may adopt governing the use and occupancy of the Premises.

- (12 (con't) The attached Rules & Regulations are incorporated as a part of this lease. Any violation of them shall be a default under this lease.
- (13) This Agreement shall preempt any conflict between the Rules and Regulations and this Agreement.
- (14) Lessee shall be responsible for establishing water and electric services in their own name.
- (15) Lessor is not responsible for any loss of the Lessee personal property. It is highly recommended that the Lessee secure renter's insurance on the contents of their home.
- (16) The Lessee shall not assign this lease nor sublet the Premises in whole or in part. Lillington Village is a private mobile home community. Anyone not listed in this lease will be subject to removal under the trespass laws of Harnett County and/or the State of North Carolina.
- (17) The Lessee shall not allow the Premises to be occupied or used as a residence, by anyone other than the Lessee(s), and their children or direct family members.

Any additional occupants must be approved in advance by the lessor. Failure to do so shall be grounds for Lessor to file an eviction action.

- (18) No waiver by Lessor of any breach of any obligation contained herein shall be regarded as a waiver of any future breach of the same or any other obligations.
- (19) No outside structures, basketball hoops, fire pits, sheds, etc. are allowed without prior permission.
- (20) No addition to or expansion of the home is allowed. Any deck must conform to the County Zoning Rules and Regulations.
- (21) Each pad has room for a maximum of two [2] vehicles only. Unregistered vehicles or vehicles without valid plates/tags are **not** allowed to be in the park and will be towed upon 15 days' notice.
- (22) Landlord reserves the right to accept partial rent payments without losing the right to recovering the balance in court.

End of Terms & Conditions

SIGNATORY

By initialing each page and signing this Lease, I/we (Lessees) certify that I/we have read understand and agree that I/we, and my/our children and any guests will abide by the Terms and Conditions of this lease and the attached Rules and Regulations. We further understand that any failure to abide by all the terms of this Lease and the Rules and Regulations by us, our children, and/or guests, will result in our immediate eviction.

Lillington Village, including its three roads, Timothy, Blake and Kenan Streets, is a private community and is *not* open to the general public. Lessor reserves the right to eject any one from the park and prohibit them from entering the park at any time in the future or face trespassing charges.

By: **LESSEE(S)**

No. 1 – Name (print) Chew J McDougald
(Sign) _____

No. 2 – Name (print) _____
(Sign) _____

Dated 11-18-19

Contact Phone Number 919 586 5800

Contact Email _____@_____

By: **LESSOR**

As agent for Lillington Properties, LLC, aka Lillington Village:

W. Kenneth Johnson, Property Manager; Date: _____

You can contact the park's Property Manager, at **919-696-1628**

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