

Eagles Landing MHP, LLC

Lease Agreement

THIS LEASE AND AGREEMENT made and entered into Lillington, NC. This is the 1st day of June 2021, by and between Jacqueline Britt

And Eagles Landing MHP LLC, Crozier, VA.

PROPERTY ADDRESS:

64 Talon Dr

Broadway, NC 27505

WITNESSETH:

THAT WHEREAS, the landlord is engaged in the business of operating a mobile home park, and

WHEREAS, tenant is desirous of renting a mobile home and/or lot from the landlord for the purpose of locating thereon a mobile home for residence purpose only, and

WHEREAS, it is necessary and desirable in the conduct and operation of the mobile home park to establish rules and regulations for the operation of said park for the benefit of all persons now residing or who may hereafter reside in the mobile home park so that the mobile home park may be conducted and maintained in a clean, safe, wholesome, and proper manner for the benefit of all tenants of the mobile home park.

NOW, THEREFORE, in consideration of the tenant being permitted to use said mobile home park, they agree to abide by and strictly conform to the following rules and regulations and to such further rules and regulations as may thereafter be prescribed by the landlord for the occupants thereof or by the COUNTY ORDINANCE or other proper authority;

The landlord reserves the right and it is clearly understood by the occupants and they agree to remove themselves and/or their mobile home within thirty (30) days' time if asked to do so by the landlord. Any advanced payment of rent upon the actual rent of occupancy may be returned to the occupant when asked to leave. It shall not be necessary for the landlord to specify any reasons for asking any occupant to leave and when requested to leave, the occupants are to voluntarily leave the mobile home park and to leave the area occupied by their mobile home in clean and proper condition.

Term:

The term of the Lease shall be for One (1) Years commencing on 06/01/2021_ ("Start Date") and expiring on 06/01/2022 (the "Term"). 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. In the event such written notice is not given or if the Tenant holds over beyond the Term, the tenancy shall automatically become a month to month tenancy, the Term shall be extended on a month to month basis upon the same terms and conditions contained in this Lease, and the Lease may thereafter be terminated by either Landlord or Tenant by giving the other party at least 30 days prior written notice. Notwithstanding the foregoing, the Term of this Lease shall always expire on the last day of a full calendar month (example: if Tenant's 30 day termination notice is given to Landlord on May 15th, the Term shall expire on June 30th).

DEPOSIT:

AMOUNT- \$0

Deposit will be returned to tenant upon vacating premises provided premises are clean/ready to the satisfaction of the owner. Any damages, cleaning expenses, etc. required to get premises ready for renting will be deducted from the deposit. Deposit will not be used toward the last month of rental. If the tenant breaches any terms or conditions of this lease, Tenant shall forfeit the Deposit, as permitted by law.

PAYMENTS:

\$285 PER MONTH due by the 1st of each month.

LATE FEE: Rent amount as agreed upon in this lease is due by the 1st of each month. After the 5th of each month, failure to pay will result in a \$25 late fee.

INSUFFICIENT FUNDS: Tenant agrees to pay the charge of \$55 for each check provided by Tenant to Park Owner that is returned to Park Owner for lack of sufficient funds.

PAYMENTS SHOULD BE PLACED IN SECURE RENT DROPBOX AT:

Old Hundred Mobile Home Park: 6896 NC-27W, Lillington, NC 27546

DEFAULTS: If Tenant fails to preform or fulfill any obligation under this Lease, Tenant shall be in default of this Lease. Subject to any statute, ordinance, or law to the contrary, Tenant shall have seven days from the date of notice of default by Park Owner to cure the default. If Tenant does not cure a default of which he has been notified, Park Owner may at the Park Owner's option: (a) cure such default and add the cost such cure to Tenant's financial obligations under Lease; or (b) declare Tenant in default of the Lease. In the event of default, Park Owner may also, as have permitted by law, reenter the premises and retake possession of the premises.

QUIET ENJOYMENT: Tenant shall be entitled to quiet enjoyment of the premises, and the park owner will not interfere with that right, as long as tenant pays the rent in a timely manner and preforms all other obligations under this Lease.

POSSESSION AND SURRENDER OF PREMISES: Tenant shall be entitled to possession of the Premises on the first day of the Lease Term. At the expiration of the Lease Term, Tenant shall peacefully surrender the Premises of the Park Owner or Park Owner's agent in as good of condition as it was at the commencement of the Lese, reasonable wear and tear excepted.

USE OF PREMISES: Tenant shall use the Premises (and the Mobile Home) as a residence only. Neither the Premises nor the Mobile Home shall be used to carry on any type of business or trade, unless Tenant has received prior written consent of the Park Owner. Tenant will comply with all the law, rules, ordinances, statutes, and orders regarding the use of the Premises.

OCCUPANTS: Tenant agrees that no one (including any children) shall reside on the Premises other than Tenant, unless such person(s) is listed as Additional Occupants in Schedule A of this Lease. Any persons not listed as an Additional Occupant may not reside on the premises without prior written approval by Park Owner, which approval shall not be unreasonably withheld. Notwithstanding the above, Tenant shall be permitted to have guest temporarily reside on the Premises without prior approval by Park Owner, so long as the length of any guest's temporary residence does not exceed 7 days.

NONDISCRIMINATION: Park Owner shall not discriminate against any Tenant or prospective Tenant based on race, sex, age, national origin, disability, color, marital status, sexual orientation, religion, or past or present receipt of public assistance.

CONDITION OF PREMISES:

CONDUCT OF TENANT: (a) Tenant shall conduct himself/herself in a manner that is respectful and courteous to all other residents and guest of the Mobile Home Park. Tenant shall not use his/her property, or conduct himself/herself in any way that violates the privacy of other residents of the Mobile Home Park. (B) Tenant shall not engage in any activity that violates the applicable laws, regulations, ordinances or rules of the state, county, city, or municipality, nor shall Tenant permit any other person on the Premises to engage in such activity. Tenant shall not allow the Premises or the Mobile Home to be used for any purpose that violates an applicable law, regulation, ordinance, or rule. (c) Garbage or other refuse may be stored temporarily on the Premises outside the Mobile Home only where such garbage or refuse is contained in a sturdy, watertight, lidded container. All garbage or refuse must be disposed of according to the Mobile Home Park's rules and regulations in a reasonable amount of time.

DUTIES OF PARK OWNER: (a) Park Owner shall provide Tenant with reasonable access to safe and adequate supply of electrical power. (b) Park Owner shall be responsible for maintaining all common areas and utilities intended for common use (including all roads and access roads) in safe, clean, neat, and good working condition. (c) Park Owner will provide Tenant with access to a wastewater and sewage system sufficient to meet the responsible domestic needs of Tenant. Park Owner or Harnett County shall be responsible for the upkeep and maintenance of this system that affects the ability of one or more tenants to use said system, or that materially affects the habitability of the Premises.

ASSIGNMENT AND SUBLEASE: Tenant shall not assign or sublease any improvements or alterations to the Premises without the prior written consent of Park Owner. If any alterations, improvements, or changes are made to or built on or around the Premises, except for fixtures and personal property that can be removed without damage to the Premises, they shall become the property of Park Owner and shall remain at the expiration of the Lease, unless otherwise agreed in writing.

RIGHT OF INSPECTION:

ABANDONMENT: If the Tenant abandons the Premises or any personal property during the term of this Lease, Park Owner may at his option enter the Premises by any legal means without liability to Tenant and may at Park Owner's option terminate the Lease. For the purposes of this Lease, property shall be abandoned whereas the tenant is absenting from the Premises consecutive days without notice to Park Owner; b) there is no reasonable evidence (other than the Tenant's personal property) to suggest that Tenant intended to return to Premises; c) rent is at least days delinquent; and d) Park Owner has attempted to contact Tenant. If the Premises are deemed abandoned, Park Owner may at Park Owner's option terminate this Lease and regain possession of the Premises in the manner prescribed by law. Park Owner will dispose of al abandoned personal property on the Premises in any manner allowed by law.

EXTENDED ABSENCES: In the event Tenant will be away from the Premises for more than 60 consecutive days, Tenant agrees to notify Park Owner in writing of such absence. During such absence, Park Owner may enter the Premises at times reasonably necessary to maintain the property and insect for damages and needed repairs.

SEVERABILITY: If any part or parts of this Lease shall be held unenforceable for any reason, the remainder of this Lease shall continue in full force and effect. If any provision of this Lease is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision valid, then such provision shall be deemed to be construed as so limited.

INSURANCE: Park Owner and Tenant shall each ne responsible for maintaining appropriate insurance for their respective interest in the Premises and property located on the Premises. Tenant understand that Park Owner will not provide any insurance coverage for Tenant's property. Park Owner will not be responsible for any loss of

Tenant's property, whether by theft, fire, riots, strikes, acts of God or otherwise. Park Owner encourages Tenant to obtain renter's insurance or other similar coverage to protect against risk of loss.

BINDING EFFECT: The covenants and conditions contained in the Lease shall apply to and bind the parties and their heirs, legal representatives, successors, and permitted assign of the parties.

GOVERNING LAW: This Lease shall be governed by and construed in accordance with the laws of the State of South Carolina.

ENTIRE AGREEMENT: This Lease constitutes the entire agreement between the parties and supersedes any prior understand or representation of any kind preceding the date of this Lease There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified in writing and must be signed by the both Park Owner and Tenant.

NOTICE: Any notice required or otherwise given pursuant to this Lease shall be in writing and mailed certified return receipt requested, postage prepaid, or delivery by overnight delivery service, if to Tenant, at the Premises and if to Park Owner, at the address for payment of Rent. Either party may change such addresses from time to time by providing notice as set forth above.

CUMULATIVE RIGHTS: Park Owner's and Tenant's rights under this Lease are cumulative and all not be construed as exclusive of each other unless otherwise required by Law.

INDEMNIFICATION: To the extent permitted by law, Tenant will indemnify and hold Park Owner and Park Owner's property including the Premises, free and harmless from any liability for losses, claims, injury to or death of any person, including Tenant, or for damage to property arising from Tenant using and occupying the Premises or from the acts or omissions of any person or persons, including Tenant, in or about the Premises with Tenant's express or implied consent except Park Owner's act or negligence.

LEGAL FEES: In the event of any legal action by the parties arising out of this Lease, the losing party shall pay the prevailing party reasonable attorney's fees and cost in addition to all other relief.

For the mutual benefit of the landlord and tenants, the following regulations shall remain in effect at all times:

1. Each mobile home must be connected with the Harnett County water and sewer system at each lot.
 2. All garbage must be in cans presentable with tops on, and Located in the rear.
 3. No awnings, shelters, satellites etc. of any kind are to be erected without consent of the landlord.
 4. Residents of this park are responsible for all guests and their conduct while on Park Property.
 - 5- Speed limit will be strictly enforced at 10 miles per hour- Cars are to be parked on parking pads or designated only. Any damage done to a lot or street will be at tenant's expense NO loud mufflers. NO repairing of cars in the Park.
 6. NO burning or open fires except cooking grills. Absolutely no fireworks of any kind.
 7. NO Pare allowed in the Park.
- Retc. (<https://www.everquote.com/blog/home-insurance/homeowners-insurance-dog-breed-restrictions>)
8. Lots must be kept free and clean of rubbish and trash. Storage under mobile homes only if kept neat and orderly. All improvements must be with parks okay. If not maintained a fee of \$25 per month will be charged.
 9. NO selling or soliciting in park without first receiving consent of the Landlord.
 10. NO loud music will be tolerated.

11. The tenants are cautioned and urged to be careful of electrical wires, objects on ground, the condition of walks, drives, and steps. The mobile home park will not be responsible for injuries to persons or to property or lost property by park tenants, guests, fire, or other acts of nature or other occupants in park.

12. There will be an 11:00 pm curfew against walking through the park or other outside activities.

13. Cars not used daily or untagged must be removed. If not removed within ten (10) days of notice by landlord, the vehicle will be moved at owner's expense or there will be a \$25 fee per month per vehicle.

14. All mobile home spaces are rented to persons signing contract. Any resident making sale of the mobile home must have new tenant previously approved by park owner, otherwise upon the sale of the mobile home, the mobile home will have to be moved out of the park. Lots will be rented to owner occupied mobile home tenants only.

15. Tenants further agree to abide by any additional rules or regulations that may arise in the opinion of the landlord. This is necessary in the operation of the parks so that it may be a desirable and attractive place for people to live.

NOTICE TO TENANT: IF TENANT DOES NOT PAY RENT WITHIN FIVE DAYS OF THE DUE DATE, LANDLORD CAN START TO HAVE TENANT EVICTED AND MAY TERMINATE THE RENTAL AGREEMENT, AS THIS CONSTITUTES WRITTEN NOTICE IN CONSPICUOUS LANGUAGE IN THIS WRITTEN AGREEMENT OF LANDLORD'S INTENTION TO TERMINATE AND PROCESS THIS EVICTION. TENANT WILL RECEIVE NO OTHER WRITTEN NOTICE AS LONG AS TENANT REMAINS IN THIS RENTAL UNIT.

This lease becomes effective as dated above, and replaces all other lease agreements

IN TESTIMONY WHEREOF, witness the hands of the parties hereto in duplicate, this the day and year above written.

TENANT:

Jacqueline Britt 5/24/21
Name Date

Jacqueline Britt 5/24/21
Name Date

LANDLORD:

Wilnilda Cruz 05/24/2021
Name Date