

**RESIDENTIAL RENTAL CONTRACT**  
**EAGLES LANDING MOBILE HOME PARK, Broadway, NC**

THIS RENTAL AGREEMENT is made and entered into on 05/15/2024 (date) between **JAYS Lillington Properties, LLC dba Eagles Landing Mobile Home Park** (herein referred to as "Landlord"), and Delmar U. Martinez (hereby referred to as "Resident").

The Landlord hereby agrees to lease to the Resident, and the Resident agrees to lease from the Landlord, 140 Bald Eagle Dr, Broadway, NC 27505 (address) situated at Eagles Landing Mobile Home Park in the city of Broadway, county of Harnett, State of North Carolina, and more particularly described as follows: 140 Bald Eagle Dr, Broadway, NC 27505 (address + lot #) together with all appurtenances according to the terms of this agreement.

**TERM**

This Rental agreement term is for 1 Year (term) to commence on 05/15/2024, and to end on 05/14/2025. Not less than thirty days prior to the conclusion of the initial term, either party may notify the other party in writing of its desire to terminate this agreement, in which case it shall terminate at the conclusion of the initial term. If not so terminated, this Rental Agreement shall automatically renew for successive terms of one month each unless either party gives the other party written notice of its desire to terminate this agreement at least 30 days prior to the conclusion of any such renewal term in which case this agreement shall terminate at the conclusion of such term. If Resident moves out before the end of the initial term, Resident agrees to forfeit three months rent penalty. If after the initial term less than 30 days notice is given, Resident agrees to forfeit one month rent penalty.

**RENT**

Resident agrees to pay without notice, demand or offset to Landlord as rent for the premises, the sum of \$450.00 (lot rent) dollars for lot rent and 0.00 (mobile home rent) dollars for mobile home rent totaling to (\$450.00) per month in advance **on or before the 1st day of each month** beginning 05/15/2024 for the duration of the tenancy at Landlord's rental office in the Village or at such other place as Landlord may designate. In addition, Resident agrees to pay prorated rent in the amount of 255.00 prior to moving in. Rent can be increased at a yearly amount even if the lease term is for longer. **All rent and fees are to be through Appfolio, Payable to JAYS Lillington Properties, LLC, Wilinda Cruz (Property Manager) – 919-762-6671 can support if there are any questions, you can text or call.**

**A late penalty fee of \$15 or 5% of rent amount, whichever is larger is charged if rent is not paid by the 5th of that month.**

Resident also agrees to pay the Returned Check Fee for each check of Resident that is returned by the financial institution because of insufficient funds or because the Resident did not have an account at the financial institution. Late payment fees and Returned Check fees shall be due immediately without demand therefore and shall be added to and paid with the late rental payment.

After the initial one year term, the Landlord shall have the right to increase the monthly rent and other fees or charges provided the Resident receives thirty (30) days advance written notice of any such increases.

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**ASSIGNMENT**

Resident shall not assign this Rental Agreement, or sublet any part of the premises or the manufactured home without the advance written consent of the Landlord.

**QUIET ENJOYMENT**

Resident agrees not to make or permit to be made any disturbance or annoyance to the comfort of other occupants of Eagles Landing Mobile Home Park and not to use premises in any manner as to cause scandal to such other occupants.

**RIGHT OF ENTRY**

Landlord hereby reserves the right to enter the Premises during reasonable hours for the purpose of (1) inspecting the Premises and the Resident's compliance with the terms of this lease; (2) making such repairs, alterations, improvements or additions thereto as the Landlord deems appropriate; and (3) showing the Premises to prospective purchasers or tenants. Landlord shall also have the right to display "For Sale" or "For Rent" signs in reasonable manner upon the Premises. Resident acknowledges and understands that in the case of an emergency, the Landlord may need to enter the Premises at any hour to cause repairs to be made to preserve or prevent further damage from occurring to the Premises, and the Resident agrees to cooperate reasonably with the Landlord in the event of any such emergency.

**Number of Occupants**

Lessee agrees that the premises shall not be occupied by more than <sup>3</sup>\_\_\_\_\_ persons, consisting of <sup>2</sup>\_\_\_\_\_ adults and <sup>1</sup>\_\_\_\_\_ children under the age of 12 years, without the written consent of Lessor. If Lessee adds more tenants thereafter without the written consent of Lessor, Lessee agrees to pay \$100 per month for each additional occupant if requested by Lessor and agrees to pay the cost of pumping the septic tank if it overflows due to additional occupancy.

**RESIDENTIAL PURPOSES**

The Resident shall use the premises for a residence only. Following is a listing of the approved occupants:

Resident Name	Social Security	Driver License #
Delmar U. Martinez	000000	000000

Resident shall not allow or permit the Premises to be occupied or used as a residence by any person other than Resident and the above Permitted Occupants. Resident shall be subject to a fine of **\$500.00** for any violation of this paragraph, and Resident agrees to pay any such fine upon receipt of Landlord's demand therefore. Landlord will have the right to terminate the lease immediately if fine is not paid or for multiple or repeated violations of this paragraph.

**TWO VEHICLES**

A maximum of two vehicles per Site will be allowed and they shall be parked in designated areas, not in the yard. No overhauling of vehicles or working on engines is permitted. The speed limit of ten (10) miles per hour is to be observed at all times. Pedestrians and bicyclists have the right-of-way at all times. Honking of horns, loud radios and stereo boomboxes are not permitted. Non-residents' vehicles may not be stored on site and will be towed. Extra vehicles, if approved, are charged \$25 per month each.

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<b>License Plate &amp; (State):</b>	<b>Year &amp; Make:</b>	<b>Color &amp; Number of Doors:</b>
<u>LAJ-2137</u>	<u>2006 Chevrolet Colorado</u>	<u>Tan 4-door</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

**PETS**

Resident agrees not to keep or allow anywhere on or about the Premises any animals or pets of any kind, whether on a temporary basis or otherwise and whether belonging to the Resident or anybody else, including but not limited to dogs, cats, birds, rodents, reptiles, or marine animals unless permitted under the terms of a Pet Addendum attached to this Agreement. Upon any violation of this paragraph or of the terms of any Pet Addendum that may be a part of this Agreement, Landlord will have the right to immediately terminate this Agreement. In addition, Resident shall be subject to a fine of **\$500.00**, and Resident agrees to pay any such fine upon receipt of Landlord's demand therefore. Landlord will have the right to terminate the lease immediately if fine is not paid or for multiple or repeated violations of this paragraph.

**SMOKING**

Resident agrees not to smoke inside the home. Upon any violation of this paragraph, Landlord will have the right to immediately terminate this Agreement. In addition, Resident shall be subject to a fine of **\$500.00**, and Resident agrees to pay any such fine upon receipt of Landlord's demand therefore. Landlord will have the right to terminate the lease immediately if fine is not paid or for multiple or repeated violations of this paragraph.

**DRIVING AND PARKING**

Resident agrees to only park in designated parking spots. Resident agrees not to drive or park on the grass. Upon any violation of this paragraph, Landlord will have the right to immediately terminate this Agreement. In addition, Resident shall be subject to a fine of **\$100** and will be responsible for paying for the cost to repair any damages including ruts in the grass, broken pipes or septic lines. Resident agrees to pay any such fine and repair costs upon receipt of Landlord's demand therefore. Landlord will have the right to terminate the lease immediately if fine is not paid or for multiple or repeated violations of this paragraph.

**DAMAGES**

Resident shall be responsible for all damage, defacement, or removal of any property inside a dwelling unit in the Resident's exclusive control unless the damage, defacement or removal was due to ordinary wear and tear, acts of the Landlord or the natural forces. Resident agrees to pay Landlord for the cost of repair any damage for which Resident is responsible upon receipt of Landlord's demand therefore, and to pay the Rent during the period the Premises may not be habitable as a result of any such damage. Such damage may include but is not limited to window panes or screens damaged by Resident, filthy ovens, refrigerators, kitchen floors, cabinets or bathrooms, stains on carpet, and unauthorized paint colors.

**SECURITY DEPOSIT**

The Resident shall deposit with the Landlord the sum of \$450.00 as a security deposit. Landlord may deposit the security deposit in an interest bearing account. Any interest earned shall accrue for the benefit of, and shall be paid to the Landlord. Such interest if any may be withdrawn by the Landlord from such account as it accrues as often as is permitted by the terms of the account.

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Upon the termination of the tenancy or this Rental Agreement, the Landlord may deduct from the Security Deposit amounts sufficient to pay 1) any damages sustained by the Landlord as a result of the Resident's nonpayment of rent or non-fulfillment of the initial Term or any renewal periods including the Resident's failure to enter into possession including unpaid rent or late fees owed; 2) repair of damages to the Landlord's property; 3) any unpaid bills which become a lien against the Property due to the Resident's occupancy; 4) any costs of re-renting the Property after a breach of this Agreement by the Resident; 5) any court costs incurred by the Landlord in connection with the termination of this agreement and the eviction of the Resident and 7) any other damages of the Landlord which may then be a permitted use of the Security Deposit under the laws of Virginia. After having deducted the above amounts, the Landlord shall, if the Resident's address is known to him, refund to the Resident, within thirty (30) days of the termination of this Rental Agreement and delivery of possession, the balance of the Security Deposit along with an itemized statement of any deductions. If the Resident's address is unknown to the Landlord, the Landlord may deduct the above amounts and shall then hold the balance of the Security Deposit for the Resident's collection for a six month period beginning upon the termination of the tenancy or the Rental Agreement and delivery of possession by the Resident. If the Resident fails to make demand for the balance of the Security Deposit within the six-month period, the Landlord shall not thereafter be liable to the Resident for the refund of the Security Deposit as herein provided.

#### **REMOVAL OF HOME**

Resident will not remove home from the Site during the term of his Agreement or any renewal thereof, until all rent has been paid in full and written notice has been given Lessor. If the Lessee is in violation of this paragraph, the Lessor reserves the right to install a tongue lock on the Lessee's home until the Lessee complies with this paragraph.

#### **DRUG-FREE ZONE**

Lessee specifically agrees to keep premises free of illegal drug sale, use or possession by himself and all guests at all times. This contract is considered breached immediately if a drug dealer or drug dealer's car comes to the door and resident participates in a quick, through the door exchange. This contract is considered breached immediately if any reports of drug related activity occurs at any time at this residence, whether the Lessee participated or not or even knew of the activity or not.

#### **ABANDONMENT OF HOME**

In the event a Lessee abandons a home and any contents, ten (10) days after being placed in lawful possession by execution of a writ of possession, Lessor reserves the right to take full possession thereof and dispose of as deemed appropriate.

#### **INSPECTIONS**

Lessor shall have the right of inspection of Mobile Home without prior notice.

#### **COMMUNITY GUIDELINES, RULES, REGULATIONS**

The Resident shall faithfully observe the Community Guidelines, Rules and Regulations which may, from time to time; change. The Community Guidelines, Rules and Regulations shall be deemed to be a part of this Rental Agreement and a violation of any of them shall constitute an automatic breach of this Agreement. By signing this Agreement, Resident agrees that a copy of the current Community Guidelines, Rules and Regulations have been provided to the resident. If the Resident violates the Community Guidelines, Rules and Regulations, or if there is improper conduct on the part of the Resident or his/her guest, the Landlord shall have the right to terminate this Rental agreement, and the Landlord shall have the right of re-entry. Resident also agrees to the following terms which may also be restated in the Community Guidelines, Rules and Regulations:

- Resident agrees to maintain a neat appearance of the property at all times. This includes the appearance of the yard. The following must be done on a regular basis (up to once a week in the summer):
  - Residents must cut grass to the edge of the road or property and trim next to the underpinning
  - Bushes, shrubs and ditches must be trimmed and trees must be pruned

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- Residents are to remove fallen limbs, fallen trees, pine cones, pine needles and leaves from their yards
- Upon failure of timely grass mowed by tenant, the Landlord will add **\$25.00 dollars** to the next month rental for such mowing.
- If the City or County cites Lessee's lot or porch as being unclean, Lessee is given a \$100 penalty and is put on probation for \$25 per month for 12 month to keep yard completely clean.
- Nothing may be stored outside the home other than reasonable lawn furniture or a small BBQ grill
- Resident agrees not to put grease or anything other than toilet paper down any drain
- Resident agrees to always make sure that there are no water leaks in home and to alert Landlord immediately if a leak should occur
- If the septic tank overflows as a result of a water leak, additional occupants, or dumping of grease or anything other than toilet paper down the drain, Resident agrees to pay the full cost of pumping the septic tank
- If septic tank needs to be pumped more than one time a year the Resident agrees to pay the full cost of pumping of the septic tank pumping the second time.
- Resident agrees not to make any alterations to the property without written consent from Landlord
- Resident agrees to pay all bills for electricity used on premises during tenancy

**LANDLORD**

Date: 4/22/2024

Kristina Rosas (SEAL)

\_\_\_\_\_, Manager

JAYS Lillington Properties, LLC

**RESIDENT(S)**

Date: 4/22/2024

Delmar Martinez Tello (SEAL)

Resident Name: Delmar U. Martinez

Date: \_\_\_\_\_

\_\_\_\_\_ (SEAL)

Resident Name: \_\_\_\_\_

# Community Guidelines, Rules and Regulations

## (Additional Terms of Rental Agreement)

### Eagles Landing Mobile Home Park

Broadway, NC

#### Rent

- Rent must be paid by Appfolio online or at CheckFreePay using the Payslip at Walmart. **Cash and checks will not be accepted.**
- Please make every effort to pay your rent in full by the first (1st) of the month. Unpaid rental accounts as of 9am on the 6<sup>th</sup> of the month will incur a \$15 or 5% late fee whichever is greater.
- If rent, late fees or any other fees and charges are not fully paid by the 11th, your lease is considered forfeited and a summary ejection may be filed against you in court.
- Only persons who are on the lease may reside on the property. Overnight guests are only allowed under extenuating circumstances and with prior approval only

#### Water and Septic

- **Residents must not dispose of grease, paper towels, Kleenex, feminine napkins, baby wipes, diapers or anything other than thin toilet paper down the drain.** If the septic tank needs to be pumped and any of these items are found, the tenant will be held responsible for the cost of pumping.
- Please use water responsibly. Please refrain from doing laundry for persons not on the lease. No pools are permitted. Also, residents may not wash their vehicles on the property.
- Home owners are responsible for repairing their leaks immediately. Failure to repair leaks within 24-48 hours may result in the resident being charged for the cost of emptying the septic tank. Refusal to repair leaks will lead to termination of the lease.
- Residents of homes owned by JAYS Lillington Properties are responsible for reporting any leaks immediately. Failure to report known leaks immediately will result in the Residents being charged for emptying the septic tank.
- If the septic tank fills up more than once every year, residents will be held responsible for the cost of emptying the septic tank for the second pumping.

#### Vehicles and Parking

- To keep an orderly appearance, a maximum of 2 vehicles is allowed per home
- **No parking on the grass!** Park in the driveway or designated spots only
- No driving on the grass or over the septic lines or tanks
- No semis, large trucks, go-karts, ATVs, motorcycles, trailers, boats, commercial vehicles, abandoned/unused vehicles or vehicles without valid inspection stickers may enter the property or be stored or parked in or near the entrance of property
- No vehicle repairing or washing on the property

#### Yards, Decks and General Appearance

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- Residents must maintain a neat appearance of the property at all times. This includes the appearance of the yard. The following must be done on a **regular basis** (up to once a week in the summer):
  - Residents must cut grass to the edge of the road or property and trim next to the underpinning.
  - Bushes, shrubs and ditches must be trimmed and trees must be pruned.
  - Residents are to remove fallen limbs, fallen trees, pine cones, pine needles and leaves from their yards. No burning of leaves or fires is allowed
- Pools, trampolines, basketball hoops, guns, firecrackers, slingshots, bows or other similar items are not allowed on the property
- No tarps on the roof or to cover any area of deck or shed
- Nothing may be stored outside the home other than lawn furniture or a small BBQ grill. Anything else is considered clutter and needs to be kept out of sight.
- If clutter is found anywhere on the property, Residents may receive a notice asking them to remove those items within 7 days. Failure to comply constitutes grounds for terminating the lease. Alternatively, rather than terminate the lease, the Landlord reserves the right to remove clutter (as defined above) from the property at the expense of the Residents

### **Pets**

- No pets are allowed inside homes owned by JAYS Lillington Properties. All animals outside the home need to be on a leash and attached to a person
- To keep a safe and quiet neighborhood, no loose pets or tied pets or vicious races or breeds are allowed on the property. No snakes.
- No pens and doghouses are allowed on the property

### **Home and exterior**

- Residents are to maintain a presentable and satisfactory appearance of their homes. This includes maintaining modern vinyl skirting/underpinning without gaps or holes. Heat tape on water lines under homes and making any repairs noted by the manager. Failure to maintain home may result in lease cancellation.
- No interior or exterior construction or improvements are allowed without prior approval
- Prior to selling your home within the community, contact the manager. JAYS Arendell Properties retains the first right of refusal on the purchase of your property. Re-occupancy of a home by unapproved individuals will result in a trespassing complaint being filed with the local Police and you will be required to vacate the home.

### **Landlord's non-liability**

- Landlord and agent shall not be responsible or liable to Resident for any loss or damage that may be occasioned by or through the acts or omissions of other Residents, their guest or invitees, or of any trespassers, or for any loss or damage resulting to Resident from bursting, stoppage, backing up or leaking of pipes or lines carrying water, gas, electricity or sewers or caused in any other manner whatsoever. Landlord shall not be liable to Resident for his/her invitees for any loss whatsoever which Resident or his/her invitees may sustain from any causes or causes whatsoever, except those imposed on

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the Landlord by law. Further, Resident agrees that Landlord shall not be liable for any damages or injury to person or property occurring on the premises, or mobile home park.

**Damage by fire**

- In the event the said premises hereby leased are damaged by fire or other cause due to the acts, omissions neglect and/or negligence of Resident, his/her family, guest or invitees, then Resident hereby covenants and agrees to pay for any and all damages so caused and the Resident shall utilize contractors, mechanics, painters and other workers selected and approved by the Landlord. There shall be no abatement for rent under this Rental Agreement if the premises are damaged or destroyed partially or in whole by fire or other cause due to such acts.

**Other**

- There are not to be any illegal drugs bought, sold, or possessed at the property.
- Children are to be well behaved and respectful of our neighbors and will not play in other's yards.
- If there is a pre-approved non vicious animal, the poop must be picked up and kept on a leash at all times
- Be a considerate neighbor
- There shall be no display of alcoholic beverages or open containers or public drinking on Park grounds.
- Firearms, fireworks, air rifles, slingshots, ow and arrows, or rock throwing are not allowed.
- Any tenant or guests shall not engage in any unlawful activity.

**The above guidelines were established to maintain a clean, quiet, friendly and safe community. By residing in this community, you are accepting the responsibility of respecting the peace and quiet of all other residents and to adhere to the rules and guidelines in this document. Failure to comply with any of these guidelines, rules and regulations constitutes grounds for termination of the lease.**

**LANDLORD**

Date: 4/22/2024

Kristina Rosas (SEAL)

\_\_\_\_\_, Manager

JAYS Lillington Properties, LLC

**RESIDENT(S)**

Date: 4/22/2024

Delmar Martinez Tello (SEAL)

Resident Name: Delmar U. Martinez

Date: \_\_\_\_\_

\_\_\_\_\_ (SEAL)

Resident Name: \_\_\_\_\_

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Resident Initials DMT



# Eagles Landing MHP Lease

## Audit Log

 Document e-signed by Delmar U. Martinez - delmartello@icloud.com

*Delmar Martinez Tello DMT*

Signature Date: 04-22-2024 - 03:24 PM UTC

IP Address: 204.85.209.206

 Document e-signed by Apurva Shah - apurva.liberty.solutions@gmail.com

*Kristina Rosas KR*

Signature Date: 04-22-2024 - 03:25 PM UTC

IP Address: 136.54.1.94

 Document completed

04-22-2024 - 03:25 PM UTC