

## LOT LEASE AGREEMENT

THIS LEASE AGREEMENT is made this 6<sup>th</sup> day of May, 2025, by and between D&S Properties, LLC of P.O. Box 1238 Garner, NC 27529 ("Landlord") and Ken Garbopee ("Tenant").

### WITNESSETH:

FOR AND IN CONSIDERATION of the rent reserved of the mutual promises and covenants made herein, Landlord, D&S Properties, LLC, hereby leases and rents to Tenant, and Tenant hereby leases and rents from Landlord, the premises more particularly described below ("Premises") upon the following terms and conditions:

1. PREMISES. The premises are located in the County of Harnett, State of North Carolina, being known as and more particularly described as:

Street Address: 51 Surry Ct. Angier NC 27501

2. TERM. The term of this lease shall be for twelve (12) months commencing and terminating at 11:59 p.m. on \_\_\_\_\_ ("Initial Term"). Either Landlord or Tenant may terminate the tenancy at the expiration of the Initial Term by giving written notice to the other at least (30) days prior to the end of the Initial Term. If written notice is not given or if the Tenant holds over beyond the Initial Term, the tenancy shall automatically renew for an additional term upon the same terms and conditions contained herein and may thereafter be terminated by either Landlord or Tenant by giving the other (30) day's written notice prior to the last day of any subsequent term.

Initial Termination Date: \_\_\_\_\_

3. RENT. Tenant shall pay, without notice, demand or deduction to Landlord, or as Landlord directs, monthly rentals in the amount of \$400.00/00. The first rental payment, which shall be prorated if the Initial Term commences on a day other than the first day of the applicable rental payment period, shall be due on signing the lease. Thereafter, all rentals shall be paid in advance on or before the first day of each calendar month for the duration of the tenancy.
4. LATE PAYMENT FEES. If any installment of rent is not received within (5) days of the date it is due, Tenant shall pay as additional rent a late payment fee of twenty-five Dollars (\$25.00), which additional rent shall be due immediately without demand. A charge of \$20.00, or the maximum rate allowed by law, will be charged in addition to the above if any check is not honored for any reason or cause whatsoever.
5. SECURITY DEPOSIT. Tenant Agrees to give a security deposit equal to one months rent. \$400.00/00. Security deposits shall be required for the Tenants possible non-payment of rent, damage to the property, non-fulfillment of rental period, any unpaid bills which becomes a lien on the demised property due to the Tenants occupancy, cost of re-leasing the property after a summary proceeding, or court cost in connection with terminating a tenancy.
6. RULES & REGULATIONS. The Tenant, all occupants of the Premises, their invitees and their guest shall comply with and abide by all the Landlord's existing and future Rules and Regulations governing the use and occupancy of the Premises and any common areas (the "Rules and Regulations"). A copy of the existing Rules and Regulations is attached hereto, and the Tenant acknowledges that he has read them. The Rules and Regulations shall be deemed to be a part of this Lease and a violation of any of them shall constitute a breach of this Lease giving the Landlord all the rights and remedies herein provided. (In the event of a conflict between the provisions of this Lease and the Rules and Regulations, the Rules and Regulations shall govern.)
7. ASSIGNMENT. The Tenant shall not assign this Lease nor sublet the Premises in whole or in part without Landlord's prior written consent. In the event the Tenant sells his manufactured home, the purchaser may not continue under the Lease unless he submits an application for approval by the Landlord and the Landlord approves the application in writing.
8. RENTAL APPLICATION. In the event the Tenant submitted a Rental Application in connection with this Lease he acknowledges that the Landlord has relied upon the Application as an inducement for entering into this Lease and Tenant warrants to Landlord that the facts stated in the Application are true to the best of his knowledge. If any facts stated in the Rental Application prove to be untrue, the Landlord shall have the right to terminate the tenancy immediately and to collect from Tenant any damages, including reasonable attorney's fees, resulting therefrom.

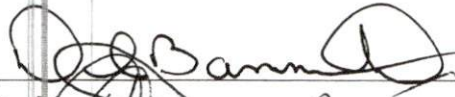





9. PETS. Except as expressly set forth in the space provided below, the Tenant shall not keep or harbor in or about the Premises any animals or pets of any kind including, but not limited to, dogs, cats, birds and marine animals. The Tenant may however, upon payment to Landlord of the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) as a reasonable non-refundable pet fee keep as a pet the following: \_\_\_\_\_ (If this space is left blank, the Tenant may not keep any pets or animals in or about the Premises.)
10. TERMINATION. In addition to all the other termination rights created by reasons of the Tenant's default hereunder, the Landlord may, without cause, terminate the tenancy during the Initial Term or during any extensions or holdover periods by giving written notice to the Tenant thirty (30) days prior to the desired termination date. Landlord shall exercise its right in good faith. Tenant may not terminate the tenancy during the Initial Term.
11. ACCEPTANCE OF PREMISES. The Tenant acknowledges that he has inspected the Premises and he agrees that the Premises and any common areas in connection with them are in a safe, fit and habitable condition and, where applicable, that the electrical and plumbing connections furnished with the Premises are in good and proper working order.
12. LANDLORD'S OBLIGATIONS. Unless otherwise agreed upon, the Landlord will:
- Comply with the applicable building and housing codes to the extent required by such building and housing codes except to the extent that such codes relate to improvements or construction associated with Tenant's manufactured home.
  - Keep all common areas, if any, not within control of any Tenant in a clean and safe condition.
  - Provide sewer facilities.
  - Provide trash pick-up at curb.
  - Grass Mowing
13. TENANT'S DUTIES UPON TERMINATION. Upon any termination of the tenancy created hereby whether by the Landlord or by the Tenant, and whether for breach or otherwise, the Tenant shall: (1) pay all utilities due for service to the Premises for which he is responsible and shall have utility services disconnected; (2) vacate the Premises removing therefrom all his personal property of whatever nature; (3) remove from the Premises all rubbish, trash and refuse; (4) make such repairs and perform such other acts as are necessary to return the Premises and any fixtures furnished in connection therewith, in the same condition as when this Agreement was executed, ordinary wear and tear excepted; and (5) notify the Landlord of the Tenant's new address in the event of future correspondence.
14. OTHER TERMS AND CONDITIONS. The following additional terms and conditions shall also be part of this Agreement:
- USE OF PREMISES. The lease space shall be used only for the parking of a manufactured home, which can only be used as a private residential dwelling. The manufactured home is described as follows:  
new 16x64 m h. The use of the Premises for any business or commercial activity is expressly prohibited. Tenant shall comply with all the terms, conditions, and any restrictions for the Premises and any Rules and Regulations adopted hereunder. A copy of the Rules and Regulations are available for inspection at the office of the Landlord during normal business hours. Landlord may charge an appropriate fee for supplying a second copy to Tenant.
  - SIGNS. Tenant may not erect, install or display any sign or advertising material upon the Premises. Nor shall the Tenant place, erect, or otherwise display any sign on any automobile, the manufactured home or other property or within any area on the Premises or in the community without the express prior written consent of the Landlord.
  - OCCUPANTS. **ONLY PERSONS** approved by Landlord and may occupy the Premises on a temporary or permanent basis. The rent permits two (2) individuals to occupy the Premises. Additional rent of \$15.00 per month for increase water usage is due and payable in accordance with Paragraph 3 for each additional individual or family member, regardless of age, occupying the Premises.



- (d) SALE. Should tenant desire to sell the manufactured home, tenant must first offer to Landlord the opportunity to purchase the home. If landlord declines to purchase the home at the time of initial offer and tenant offers to sale the home to the public, then if the tenant locates a buyer that desires to remove the home from the lot, the tenant must re-offer to Landlord the opportunity to purchase the home for 10% more than offered in writing from the buyer. Landlord must respond within 5 business days. If Landlord declines or fails to respond in 5 business days, tenant may sell the manufactured home to the 3<sup>rd</sup> party buyer.
15. TENANT'S DEFAULT. In the event the Tenant shall: (a) fail to pay the rental herein reserved as and when the same shall become due hereunder; or (b) fail to perform any other promise, duty or obligation herein agreed to by him or imposed upon him by law and such failure shall continue for a period of five (5) days from the date the Landlord provides the Tenant with written notice of such failure; then in either or such events, the Landlord, in addition to all the other rights and remedies provided by law, may at its option and without further notice to Tenant, either (a) terminate this Lease or (b) terminate the Tenant's right to possession of the Premises without terminating this Lease. Regardless of whether Landlord terminates this Lease or only terminates the Tenant's right of possession, Landlord shall be immediately entitled to possession of the Premises and Tenant shall peacefully surrender possession of the Premises to Landlord upon Landlord's demand.
16. TENANT'S INSURANCE, RELEASE, AND INDEMNITY PROVISIONS. It is the Tenant's sole responsibility to insure any of his property located or stored upon the Premises against the risk of damage, destruction, or loss resulting from theft, fire, storm and all other hazards and casualties. Regardless of whether Tenant secures such insurance, the Landlord and his agents shall not be liable for any damage to, or destruction or loss of, any of the Tenant's personal property located or stored upon the Premises regardless of the cause of causes of such damage, destruction, or loss. The Tenant agrees to release and indemnify the Landlord and his agents from and against liability for injury to the person of the Tenant, from any causes whatsoever, except only such personal injury caused by the negligent or intentional acts of the Landlord or his agents.
17. EMINENT DOMAIN AND CASUALTIES. The Landlord shall have the option to terminate this Lease if the Premises, or any part thereof, are condemned or sold in lieu of condemnation or damaged by fire or other casualty.
18. NOTICE. Any notice required or authorized to be given hereunder or pursuant to applicable state law shall be mailed or hand delivered to the following address:
- Tenant: the address of the Premises; and  
Landlord: the address which rental payments are sent.
19. COUNTERPARTS. This Lease is executed this 6<sup>th</sup> day of MAY, 2025 in two (2) counterparts with an executed counterpart being retained by each party hereto.

  
\_\_\_\_\_  
Landlord or Agent (Seal)

  
\_\_\_\_\_  
Tenant (Seal)

\_\_\_\_\_  
Tenant (Seal)

may 6<sup>th</sup> 2025  
\_\_\_\_\_  
Date

Make Checks To: D&S Properties, LLC  
P.O. Box 1238  
Garner, NC 27529

Telephone: 919-772-8433 (O)  
919-422-7197 (M) David Bannister  
919-369-8897 (M) Sonny Bannister



**RULES and REGULATIONS**  
**FOR**  
**Sandy Ridge, Utleys, Carriage Village, Coopers**  
Revised 8/29/2003

*The Manufactured Home Community has Rules and Regulations that are of value to you. If you feel that you are unable to live by these rules and regulations, please do not apply. We want our residents to be considerate and respectful of their neighbors.*

Mail to us @: D&S PROPERTIES L.L.C.  
P.O. BOX 1238  
GARNER, NC 27529

Primary Contact: David Bannister- 919-422-7197 mobile phone  
Sonny Bannister- 919-369-8897 mobile phone

**A. MANUFACTURED HOME SET UP REQUIREMENTS**

1. Resident must supply Management with a copy of all permits and Tax Moving Permits prior to moving a Manufactured Home in or out of the community.
2. Set up of the Manufactured Home shall be the responsibility of the resident and must comply with County and State codes and be subject to the inspection and final approval of Management.
3. The resident shall provide the necessary connections to his home from the water, sewer, and electrical connections existing on the lot. Residents shall be responsible for all permits, deposits, and charges regarding utilities including, but not limited to water, telephone, cable TV, or other facilities that are provided by other companies or municipalities. The Community does not supply main breakers to electrical service panels.
4. Hitches. Detachable hitches must be removed and placed under the home. Attached hitches are to be boxed in with approved vinyl skirting within sixty (30) days of set up of home.
5. Skirting. Home is to be skirted with an approved Vinyl Manufactured Home Skirting material within sixty (30) days of set up of home. Skirting is to be compatible in color to the home. Skirting is to be approved by management upon completing.
6. Steps. State and County requirements are to be followed for construction of steps. The Community requires a minimum 4 x 5 landing to be built at the front and rear of the home. Landings must be enclosed with lattice and completed at the time of set up.
7. Decks. For decks other than the minimum required listed above: A written request is to be made and approved BEFORE building, stating size and whether it will be painted, stained or left natural. Decks must be constructed to meet State and County requirements and be enclosed with lattice from the bottom of the deck to the ground. A \$150.00 deposit is required for decks larger than the required minimum. Deposit is refunded upon removal of deck. Management has final approval. Be prepared to remove the deck if rule is not followed. Decks are to be kept in a good stable condition. Decks, steps, lattice, rails, that become unsightly must be repaired upon notice by Management. No tents, tarps on deck are permitted.

8. Handicap Access. Ramps are permitted. Requests for ramps must be made in writing. All plans for ramps must be approved by Management. A written request is to be made and approved BEFORE building, stating size and whether it will be painted, stained or left natural. Ramps must be constructed to meet State and County requirements and be enclosed with lattice from the bottom of the deck to the ground. A \$150.00 deposit is required for ramps. Deposit is refunded upon removal of ramp. Management has final approval. Be prepared to remove the ramp if rule is not followed. Ramps are to be kept in a good stable condition. Ramps, steps, lattice, rails, that become unsightly must be repaired upon notice by Management. No tents, tarps on ramp are permitted.
9. Installation of tie downs is the sole responsibility of the resident and must comply with all State and County Codes.
10. Three ( 3 ) inch house numbers are to be placed in appropriate areas. See Management for location.
11. Utility Relocation. The expense of relocating a utility will be paid by the resident, if not previously agreed to by management prior to a Manufactured Home being located in the Community. Example: Electrical pedestals, sewer and water lines.
12. No carports or tents of any nature are permitted.
13. Porch / Deck roofs. Only aluminum, vinyl or shingled, professionally installed units will be allowed. Request must be in writing to Management, stating size and type of material. Color must be compatible with the home. Request is to be approved BEFORE installation. Be prepared to have item removed if rule is not followed.

## **B. HOME AND SITE MAINTENANCE**

1. Each resident shall keep the site in a clean and neat condition and free of any fire hazards. Damage to the home site including, but not limited to, paving, utility systems, landscaping will result in the resident being held financially responsible for repairs. There is NO storage permitted around the home. All items must be stored inside the home or in an approved storage building. Patio furniture, gas and charcoal grills must be kept in good condition. If items become rusty, broken, coming apart, poor appearance, please have them removed.
2. Storage Buildings. No outside storage building will be allowed unless first approved by Management. They shall be a maximum size of 8' x 10'. The building cannot be taller than the home. Actual size of building will be determined by lot size and location of existing utility lines. Some lots may not be able to have a storage building. Buildings must be kept in good repair and painted as to enhance your home. Request for storage building is to be made in writing stating size, color and form of installation. NO metal buildings allowed. Management has final approval of building. If the rule is not followed, be prepared to remove the building.
3. Air Conditioners. Units must be kept in good repair and the area around the unit must be kept clean with grass cut. Window units are to be self-supporting and cannot be located on the front or the hitch end of the home. No metal or wooden posts allowed.



4. Clothes Lines. NO outside clotheslines are allowed. Hanging of clothes from decks, trees, doors, is not allowed.
5. Antennas. No outside antennas, aerials or towers shall be permitted on any home site.
6. Satellite Systems. Location of dish is to be approved before installation. Dish can be no larger than twenty ( 20 ) inches. Dish may not be attached to any property of The Manufactured Home Community. No digging is allowed. Only one ( 1 ) dish allowed.
7. Septic Systems. There is a \$ 50.00 charge plus charges for pumping and necessary repairs due to leaking faucets, hanging or running commodes. There is a \$ 50.00 charge plus charges for pumping / necessary repairs for cleaning / repairing lines due to anything that stops up the system. DO NOT put grease, prophylactics, disposable diapers, wipes or anything that will or may stop up the system. DO NOT empty ashtrays in the system as tobacco kills the bacteria needed to break down solids. The ONLY thing that is to be in the system is human waste and toilet paper. Resident is responsible for damage done due to vehicles running over the system, lines.
8. Parking Areas are to be kept clean and free of oil and other stains. Resident is responsible for repairs to the parking pad.
9. Windows. Windows shall not be covered with any foil, paper, wood, metal or other non-transparent material. Materials of a commercial nature designed to reduce or eliminate glare and harmful sunrays may be installed to the manufacturer's specifications on the interior of the home only. Stacking of boxes or other items, against the interior windows, so as to appear unsightly from the exterior of the home is not allowed. Appropriate curtains and blinds shall be the only window cover. Keep window treatments in good repair. Nothing ragged or torn. No broken, sagging, bent, blinds. REMEMBER, OTHER PEOPLE HAVE TO SEE YOUR HOME.
10. Resident is responsible for water lines from the meter to the home. This includes leaks, freeze-ups, or any other maintenance.
11. Resident is responsible for maintenance / repairs for electrical wiring from the home to and including the pedestal.
12. No yard sales or sale of one's personal property is permitted unless approved by Management. Resident is responsible for damage to Community resulting from sale of any items.
13. Refrigerators, washer, dryers, water heaters may not be stored on the deck or around the home for any reason.
14. Discarded furniture, bedding may not be stored on the deck or around the home for any reason.
15. Christmas lights / decorations must be removed from the home and lot by January 31 of each year.
16. Skirting must be kept in good repair. Skirting that has numerous holes or other defects must be replaced. If you are notified that skirting needs replacing, you will have sixty (60) days to complete.

17. Outside of home must be kept clean and maintained. Roofs and exterior walls must be maintained to prevent rusting. If the home begins to rust, rot, stain or discolor, then repairs must be made. If you are notified that outside of your home needs repairing, you will have sixty (60) days to complete.
18. If you wish to paint your home, the color must be compatible with others in the community. You must have your paint color approved by management prior to work beginning.
19. No swimming pools or hot tubs.

#### **C. DESTROYED HOMES**

1. In the event that a home is destroyed by fire, storm or any other catastrophic event, it must be removed from the Community at the homeowner's expense within thirty (30) days. Rent will be due and payable by the Resident/Home Owner until the home is removed and site is cleared, regardless of any arrangements made between the Resident/Home Owner and any insurance or finance company.

#### **D. NOTICES**

1. Notice for any repairs, which a Resident feels, are necessary to the Landlord's property on which a Resident relies should be submitted in writing to the Manager at the address provided for payment of rents. Under no circumstances shall a Resident initiate any repairs to any of the Landlord's property.

#### **E. SNOW / ICE REMOVAL**

1. The Community does not have the equipment to remove snow or ice from the streets or drives. Resident may not use salt on any paved areas. Chemical ice solvents are permitted provided they are the type that do not damage, deteriorate or discolor the concrete, paving or lawn.

#### **F. DAMAGE AND DESTRUCTION**

1. Willfully damaging or destroying the Community premises or any other Resident's belongings within the Community confines is prohibited. The committing of such acts by the Resident, any occupants of the Residents home, or guest of the Resident will lead to an eviction.
2. Nothing is to be nailed or attached to any tree.

#### **G. FIREARMS**

1. There shall be no brandishing of firearms or any other weapon(s) in an attempt to intimidate, threaten, and harm anyone or any property by any Resident or their guests (s) while in the Community. ANY USE OF BB GUNS, ANY OTHER TYPE OF GUNS, SLINGSHOTS, PAINT BALL GUNS, BOWS AND ARROWS, AND ANY OTHER WEAPON IS PROHIBITED.



## **H. INSURANCE**

1. Each Resident must carry adequate "Fire and Extended Coverage" insurance on his/her home and must also maintain reasonable general public liability insurance. Each Resident will be required to provide evidence of such insurance to Management upon request.

## **I. GAMBLING**

1. Gambling is prohibited as provided by state law.

## **J. PETS**

1. NO PETS ARE ALLOWED WITHOUT THE EXPRESS WRITTEN APPROVAL OF MANAGEMENT and PETS ARE NOT ALLOWED IN ALL OF OUR COMMUNITIES. ANY PET APPROVED BY MANAGEMENT MUST BE REGISTERED WITH MANAGEMENT. UNREGISTERED PETS DISCOVERED BY MANAGEMENT WILL RESULT IN A NOTICE TO REMOVE THE PET. IF RESIDENT FAILS TO REMOVE THE PET UPON NOTICE BY MANAGEMENT, THEN A NOTICE TO MOVE THE HOME OUT OF THE COMMUNITY WILL BE ISSUED.
2. DOGS MUST BE OF A BREED OR MIXED BREED KNOWN TO GROW NO MORE THAN FIFTEEN (15) INCHES IN HEIGHT, MEASURED ACROSS THE BACK AT THE SHOULDER AT MATURITY AND WEIGH NO MORE THAN 15 POUNDS. PIT BULLS, ROTTWEILERS, DOBERMAN PINCHERS, CHOWS, SHAR PEIS, OR DOGS COMMONLY KNOWN FOR AGGRESSIVE BEHAVIOR IS NOT ALLOWED.
3. PET MAY NOT BE TIED or ATTACHED TO ANYTHING STATIONARY.
4. PET IS NOT ALLOWED ON OTHER RESIDENTS LOTS OR VACANT LOTS.
5. PET IS NOT ALLOWED TO BE OUT WITHOUT A LEASH. PET ON ONE END AND PET OWNER,/KEEPER AT THE OTHER. NO PET MAY BE LEFT UNATTENDED.
6. YOU ARE TO CLEAN UP AFTER YOUR PET. REMEMBER, NO ONE LIKES TO STEP IN PET DEPOSITS.
7. PETS ARE TO BE QUIET SO THAT PEOPLE ARE NOT DISTURBED. NOISY OR UNRULY PETS OR THOSE WHICH CAUSE LEGITIMATE COMPLAINTS BY OTHER RESIDENTS WILL NOT BE ALLOWED TO REMAIN IN THE COMMUNITY.
8. NO OUTSIDE PETS. DO NOT FEED STRAY ANIMALS. IF YOU DO, THEY WILL STAY AND THEY BECOME YOUR RESPONSIBILITY.
9. PET OWNERS ARE LIABLE FOR ANY AND ALL DAMAGES CAUSED OR DONE BY THE PET.
10. PETS MUST WEAR A LEGAL RABIES TAG.



11. NO OUTDOOR PET ENCLOSURES.
12. NO EXOTIC PETS.
13. NO "BEWARE OF DOG" SIGNS ARE ALLOWED.
14. THERE IS A \$ 100.00 PET FEE. IF THE RULES ARE VIOLATED, THE FEE IS FORFEITED AND YOU CAN BE ASKED TO MOVE. YOU WILL RECEIVE ONLY ONE ( 1 ) WARNING.

**K. BUSINESSES**

1. No peddling, soliciting, or commercial enterprise is permitted in the community.
2. No daycare, extended baby-sitting, or other home business is permitted.

**L. CHILDREN**

1. SUPERVISION. There must be a parent, guardian or babysitter responsible for children under fourteen (14) years of age residing in the Community at all times.
2. NO SWIMMING POOLS, portable or permanent, is permitted.
3. No trampolines, go-carts, ATV's, or minibikes are permitted.
4. NO FIREARMS, including BB or pellet guns are permitted. See Section (G) on Firearms
5. Any large outside play equipment such as swing sets, gym sets, monkey bars, and sand boxes must be approved in writing by Management. Requests for these items are to be made in writing stating size and preferably accompanied by a picture. Requests are to be made BEFORE purchase. Management reserves the right to mark location of approved item and limit number of items. If you are not certain about the equipment, check with Management.
6. Equipment that becomes damaged, rusted, or not neat in appearance is not allowed. You may be asked to replace / remove / repair the item.
7. Basketball Goals. No permanent goals. No more than one goal. Portable, movable goals only. They cannot be in the yard. They may not be attached to any tree or post. They may be placed at the driveway. At NO time is the street to be blocked. So as not to disturb others, play is limited to 9 p.m. Goals are to be maintained so as to be neat in appearance. If they are damaged, rusted, unsightly they must be removed\ replaced. If rules are not followed, goal must be removed. Be considerate, conflict around the goals will lead to a ban of all goals. Resident assumes any and all liability.
8. DO NOT leave toys all over the yard. Pick them up and place them in a storage facility or near the home. Remember, your front yard may be someones back yard. Be considerate.

9. ANNOYANCE. NO CHILD SHALL ANNOY OR HARASS OTHER RESIDENTS, THEIR GUESTS, COMMUNITY MANAGEMENT, OR BREAK ANY COMMUNITY RULE OR

REGULATION THAT MAY APPLY. IF SUCH BEHAVIOR OCCURS, MANAGEMENT RESERVES THE RIGHT TO ASK RESIDENT AND HOME TO MOVE.

10. CHILDREN ARE NOT ALLOWED ON VACANT HOMESITES NOR ARE THEY ALLOWED TO "CUT" THROUGH SOMEONES YARD. IF YOU DO NOT HAVE THE HOMEOWNERS PERMISSION TO BE THERE, THEN STAY OUT. IT IS TRESPASSING. DO NOT ALLOW CHILDREN TO PLAY AT THE MAILBOXES OR AROUND THE WELL HOUSES.
11. No bike ramps or mounding of soil for ramps. If needed, you may contact local community and recreation centers for available places to ride.

#### **M. GARBAGE AND TRASH**

1. Roll out carts are provided by the Community.
2. Carts are to be rolled out for pick up and be rolled back to your home that same afternoon.
3. Carts are to be kept at the REAR of the home at the back door. Any other location must be approved by Management.
4. DO NOT allow garbage to accumulate, dispose of items weekly.
5. ITEMS NOT PICKED UP MUST BE DISPOSED OF BY RESIDENT AT LANDFILLS.
6. Christmas trees are to be disposed of by resident. Do not allow them to remain around the home or be left by the street.
7. Burning of trash is not permitted.
8. Dumping of trash, garbage, oil, etc. in unoccupied lots, common areas or ditches will not be tolerated.
9. Oil, paint, pesticides must be disposed of properly. Do not leave these items around the home.

#### **N. LANDSCAPING : In Sandy Ridge, Coopers, and Utley's, the yard cutting is included in your rent**

1. Planting of additional shrubs, flowers is encouraged but must first be approved by Management as all utilities are underground and digging could result in serious problems and / or injury to the resident. Requests are to be made in writing. NO invasive plants allowed. Ex. Bamboo, Ivy.
2. Maintenance. Cutting and trimming of grass and other greenery is the responsibility of the resident. Grass is to be maintained properly (NO HIGHER THAN THREE ( 3 ) INCHES ). Grass should be mowed every two ( 2 ) weeks or more if necessary. If the yard is not maintained in accordance of the rules, then a Twenty-five dollar (\$25.00 ) fee will be charged PLUS the cost of cutting. Cost of cutting will be what The Manufactured Home Community is charged by the company which is doing the Community cutting. This is due at time of cutting. There will be no reminders. If you fail to cut your grass more than twice and the Community is required to do this



work on your behalf or charges for service are not paid, we will do the work for you and rent will increase accordingly.

3. Items planted become the property of The Manufactured Home Community and may be removed only when there is a written request and the request has been approved. All holes must be filled for any plants that have been approved by management to be removed.
4. LEAVES. All leaves must be placed in CLEAR plastic bags. Leaves placed in anything else will not be picked up and become your responsibility to dispose of. Filled bags are to be kept at the back of your home until the designated time of pick up. Bags must be stacked neatly for easy pick up. You will be notified of the date. Leaves are NOT to be placed at the street until time of pick up. DO NOT allow leaves to pile up in the yard. Leaves may be cut up with your mower. They have to be cut fine enough so as not to blow and become a problem for others.
5. LIMBS. ALL limbs must be cut to two ( 2 ) to three ( 3 ) foot lengths. Large limbs must have smaller branches removed and be bundled and tied. The large limb is to be cut and bundled. Small twigs are to be placed in CLEAR plastic bags. Limbs are to be kept at the back of the home until designated time of pickup. Limbs are to be brought to the street the day before pick up. They are to be placed neatly with the ends facing out. DO NOT start a pile at the street and keep adding to it. Yards are to be kept clear of limbs. DO NOT PILE LIMBS UP AROUND THE TREES. DO NOT throw limbs on vacant lots or your neighbor's lot. If you do not comply with this requirement, you will be responsible for the removal of the debris or the cost of us having to do it for you.
6. Dead plants must have soil removed before placing in CLEAR plastic bags.
7. Under no circumstances are leaves, limbs, and Christmas trees to be carried to any vacant area and dumped.
8. Fencing. Fencing of any type, other than what may be done by Management, shall not be permitted.

#### **O. OCCUPANCY AND REGISTRATION**

1. Occupancy is limited to only those people registered at the office for a designated site. ALL residents must register at the office and complete any necessary forms and agreements prior to occupancy. Those failing to comply with this procedure shall be deemed trespassers and shall immediately be evicted from the Community.

Each person and pet, if applicable, residing in the Community must be registered and listed on the Community Application, which must be signed by each Resident 18 years of age or older occupying the home. Also, any changes (move ins or outs) must be made in writing to Management for approval.

2. Maximum Occupancy:  
1 bedroom – 2 people  
2 bedrooms – 4 people  
3 bedrooms – 6 people

Some lots at The Community may share a septic system. Overuse of the system can cause it to fail. Not all occupancy standards apply due to sharing of septic tanks. Management reserves the right to limit the number of people who can stay in the home.

3. NO PERSON CAN MOVE IN WITH YOU WITHOUT PROPER APPLICATION AND APPROVAL OF MANAGEMENT. THIS INCLUDES NEW SPOUSES, RELATIVES, AND ROOMMATES. VIOLATION OF THIS RULE CAN AND WILL LEAD TO YOUR EVICTION.
4. You may have a house guest for seven ( 7 ) days. Management is to be notified of anyone staying longer than the seven ( 7 ) days.
5. Lot leases are not transferable and no home can be sublet or rented.
6. LEASING OF HOMES IS NOT PERMITTED.

**P. RESALE OF HOME**

1. To get the maximum price for your home, we encourage you to sell your home while it is still located in the Community. A written request must be made asking to let the home remain and approval must be obtained before sale. WE RESERVE THE RIGHT TO ASK THAT A HOME BE MOVED. If you desire assistance in selling your home or providing financing for the sale of your home, please contact us for help.
2. Prospective Buyer. The must FIRST apply for residency and be accepted by Management prior to the consummation of the sale. If the home is sold before buyer is approved, the home must be moved. Management reserves the right to approve or reject any buyer as a resident of The Manufactured Home Community.
3. Prospective Buyer. Must make all necessary changes/upgrades to the home and home site upon moving in.
4. Prospective Buyer. Must show proof of ownership of the home BEFORE moving in.
5. Home must be brought into compliance of current regulations the same as any new home coming in. Example: removal or boxing in of hitch, decks steps meet county requirements, and any necessary repairs to the home.
6. If the home is vacated while it is for sale, The Community Manufactured Home Community requires:
  - a. Three ( 3 ) months rent to be paid in advance. If the home is sold within the three month period the balance will be refunded. Applications will not be accepted if the rent is not paid.
  - b. If the home is not sold at the end of the three month period, we will require an additional three months to be paid.
  - c. The home and site is to be maintained as to keep it from appearing abandoned.



7. Advertising. Residents may advertise by placing, inside the home, one sign subject to a maximum size of 24 inches by 24 inches at the home. Sign must be approved by Management BEFORE placement.
8. Rental homes are not allowed.
9. No Resident may sublet the site or home; take in boarders, permit anyone other than persons or pets listed on the approved application to live on the premises.

#### **Q. VACATING A SITE**

1. In order to receive refund or pro-rated refund:
  - a. Resident must notify Management in writing no less than thirty (30) days prior to the removal of their home. Failure to provide such information shall be grounds for forfeiting part, if not all, of any security rental deposits on a pro-rated basis. If the home is not moved out within the thirty (30) days, the notice shall be of no further force or effect and Rental Agreement shall remain in full force. If Resident wishes to move out after the notice has expired, Resident must reissue in writing a new thirty (30) day notice.
  - b. Resident must give Management name of mover and phone number.
  - c. Resident must give Management the forwarding address and phone number.
  - d. Homes may be pulled out of Community only when Management or representative of Management is on site. This is due to underground lines. If the home is pulled without Community representative, resident is responsible for any and all damage done to site. Cost of repairs will be deducted from deposit with any balance billed to resident.
  - e. Site must be left clean and free of debris. This includes broken blocks, wood, skirting, skirting track, anchors, anchor straps and wiring from phone, cable, and power.
  - f. All holes must be filled.
  - g. Past due rent, unpaid fees, repair of any damage, and clean up of site will be deducted from deposit. Any remaining balance will be billed.
  - h. Deposit will be refunded with thirty (30) days of vacating and cleaning of site

#### **R. REPLACEMENT OF HOME**

1. Prior to replacement of home with another, the Resident must complete a new rental application form and any additional information to the Management for approval. This must be done prior to moving in the new home.

#### **S. PROHIBITED CONDUCT**

1. Notices / letters of violations will be kept on file. Repeated violations and you will be asked to move.

2. Drugs. The possession, selling and / or use of illegal drugs or the conduct of oneself in an improper manner while under the influence of drugs will not be tolerated. You will be asked to move.
3. Alcoholic Beverages. Public drunkenness, drunk driving will not be tolerated. Please reserve any and all drinking of these beverages to the confines of your home.
4. Loud parties, excessive noise, obscene language will not be tolerated.
5. Stereos, musical instruments, or other sound devices must be operated at a LOW volume so as not to disturb your neighbors. Low volume means the normal volume of a person's voice. If it can be heard in the street or in the yard, it can be heard in your neighbor's house. Please be considerate.
6. Car Stereos. Car Stereos must be turned down when coming into the Community so as not to disturb Residents.
7. Car Alarms. Alarms must be set so that they do not disturb Residents.
8. Home Safety. Any condition constituting a fire hazard shall not be permitted. Resident is responsible for any and all safety equipment for the home.

#### **T. SECURITY**

1. The Management and Owners of The Community Manufactured Home Community do not accept the responsibility for loss to the Resident due to but not limited to theft, fire, accident, or vandalism. It is the Resident's responsibility to take care of their security needs.

#### **U. VEHICLES**

1. ALL VEHICLE REGULATIONS, RULES MUST BE STRICTLY COMPLIED WITH. IF NOT, YOU CAN AND WILL BE ASKED TO MOVE.
2. Community Parking Spaces. No more than TWO ( 2 ) spaces are available. No more than TWO ( 2 ) licensed vehicles are allowed. This includes personal and work vehicles.
3. Parking. Vehicles are to be parked on the pad at all times. There is no parking in the yard or off the road. Guests are to park on the street with ALL tires on the pavement. Vehicles are to be parked so as not to block traffic. Vehicles are to remain on the pad for loading and unloading. This includes groceries, appliances, and furniture.
4. Parking on Vacant Sites. There is to be no parking of vehicles on vacant sites without an approved written request stating reason. This is to be approved before use.
5. Speed limit. The speed limit is FIVE ( 5 ) Miles PER HOUR and must be observed at all times. Please notify friends and family. This is for the safety of the children.
6. Motorcycles. Registered, inspected and licensed motorcycles are permitted provided they are operated under North Carolina Law. They are to be used as transportation in and out of the



community only. They are to be parked on the pad as long as there is space. They are not allowed to be parked on the yard.

7. No motorbikes, mopeds, off the road vehicles, go carts, scooters, or unlicensed vehicles shall be operated under any circumstances and are not allowed in this Community.
8. Recreational Vehicles, Trailers, Boats, and Jet Ski's: Parking of these vehicles is prohibited. Special approval may be able to be obtained by making a written request to management. However, other than the two (2) vehicles the pad is designed for, excess vehicles will not be allowed. BE SURE YOU OBTAIN APPROVAL and THERE IS SPACE BEFORE PURCHASE.
9. Trucks and busses over one (1) ton will not be permitted.
10. No major repairs to vehicles will be permitted around the home, driveway, parking pad or in the roadways.
11. Changing of oil is not permitted.
12. Wrecked vehicles are not allowed.
13. Excessive washing of vehicles is not permitted. You are encouraged to take your vehicle to an off site car wash.
14. Any vehicle that is disabled will be given five (5) days to be repaired, licensed and operable.
15. ALL VEHICLES ARE TO HAVE A CURRENT LICENSE AND INSPECTION STICKER. Resident will have five (5) days to have a current inspection and license.
16. UNLICENSED, INOPERABLE OR ILLEGALLY PARKED VEHICLES ARE NOT PERMITTED ON THE HOME SITE. SUCH VEHICLES ARE SUBJECT TO REMOVAL AND STORAGE BY MANAGEMENT AT RESIDENT'S EXPENSE.
17. All vehicles must be properly muffled with engine and exhaust noise kept to a minimum. Engines shall not be raced, gunned, or revved in a manner or at a time, which will disturb the peace and quiet of the community.
18. All vehicles must be registered with the office. Information shall include make, model, license number and name of owner. If vehicles are traded, sold, purchased or leased, notify office within thirty (30) days of change.

## V. MAILBOX

1. SANDY RIDGE: You are assigned a mailbox number. To get a key, the homeowner must go to the Clayton Post Office, with photo identification, complete any necessary forms and pay the applicable fee. The post office will go out and change the lock. Arrangements must be made with the post office to pick up keys. We will give you a paper showing your address. Fees are determined by the Post Office. You will be responsible for lost, broken, bent keys and damage to the lock.
2. UTLEYS: You are assigned a mailbox number and will be furnished a key by Management. You will be responsible for lost, broken, bent keys and damage to the lock.

3. CARRIAGE VILLAGE: You will be furnished an individual mailbox. It will be the resident's responsibility to maintain the box in good condition.

#### **W. RENT COLLECTION, REQUIREMENTS AND FEES**

1. Due Date. Rent is due on the first day of the month.
2. Late Fees. A late fee of \$ 15.00 will be charged on rent RECEIVED after the 5<sup>th</sup> day of the month. Rents not paid by the 10<sup>th</sup> day of the month will result in an eviction process to be initiated with the court system if prior arrangements have not been made. Habitual late payments will not be tolerated even if accompanied by the late fee.
3. Rent must be mailed to: D&S Properties, LLC  
PO Box 1238  
Garner, NC 27529-1238
4. Returned Check Charges. A \$20.00 charge or the maximum allowed by law is incurred on any returned check.
4. Security Deposit. A deposit equal to the monthly rent is required to be paid prior to occupancy.
6. Mail Box. A fee is charged by the Post Office/Community to re-key the box. It is subject to change without notice and is paid to the Post Office/Community. You are responsible for replacement of broken or lost keys and replacement of damaged lock.
7. Special Service Fee. \$25.00 per hour but not less than \$25.00 per service call, for any repair, maintenance or service that is performed by Management but is the responsibility of the Resident. Any necessary parts or supplies are extra. If you need skirting, or other parts to maintain your home in accordance with the requirements of the Community, please contact Management, as we are often able to help you obtain parts or services at a substantial discount due to our purchase volume.
8. Pet Fee. \$100.00
9. Copy of Bill of Sale, Title, and Sales Contract on home, Lease Application and signed Rules and Regulations is required before moving in.

#### **X. TERMINATION OF TENANCY**

1. Any person or persons who become objectionable, creates a disturbance, or become a nuisance will be asked to move. The Community Manager shall be the sole judge of such action. The Manufactured Home Community reserves the right to terminate any resident's tenancy at the Community for any violation of the Rules and Regulations.





ALL RULES IN EXISTENCE PRIOR TO AUGUST 1, 2008 SHALL BE DEEMED NULL AND VOID AND HAVE NO FURTHER FORCE OR EFFECT.

Management reserves the right to amend, add, and delete rules as necessary for the freedom, privacy, safety, comfort, and convenience of its Residents. Enforcement of Rules and Regulations are subject to determination and to applicable Federal, State, County or Municipal law.

I / We release The Manufactured Home Community, its Owners, and Managers of any and all liability from damage received at, on or within The Manufactured Home Community.

The Owner / Manager reserves the right to refuse admittance to anyone, without stating reasons and may decline to allow any space to be occupied by and to accept any further rental from any person or who become objectionable, creates a disturbance, or becomes a nuisance. The Community Manager shall be the sole judge of such action.

I/We have inspected the premises and have found the premises to be in good condition and suitable for our needs.

I/We acknowledge that we have read and fully understand the foregoing rules and regulations for The Manufactured Home Community; and that by paying the deposit, paying the rent and taking possession of the area assigned to us by the Management constitutes our acceptance and we hereby agree to comply too all of the said rules and regulations. We also, acknowledge that we have received a copy of the said rules and regulations.

DATE 5/6/25

Please Print Then Sign Your Name

X KENNETH D. GARDONÉ

[Signature]

# Applicant's Certification & Authorization

## Certification

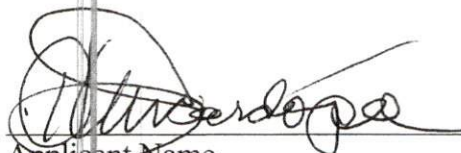
The undersigned certify the following:

1. I/We have completed an Application for Residency and have furnished other personal financial data to **D&S Properties, LLC** for the purpose of qualifying for a rental of a manufactured home or manufactured home rental lot.
2. I/We give our express permission to **D&S Properties, LLC** to obtain our credit report, to perform a criminal background check and to verify all information on the Application for Residency.
3. A copy of this authorization may be accepted as an original.
4. I may revoke this document at any time by providing written notice to **D&S Properties, LLC**.

## Authorization of Release Information

To Whom It May Concern:

1. I/We hereby authorize our landlords, present and past to provide a rental reference including move in date, move out date, payment history and condition of property upon termination, to **D&S Properties, LLC**.
2. I/We hereby authorize our employers, present and past to verify our hire date, termination date, occupation, rate of pay, number of hours worked and likelihood of continued employment to **D&S Properties, LLC**.

  
Applicant Name \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Applicant Name \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Social Security Number