

Fortify Properties

744 McArthur Rd • Fayetteville, NC 28311
(910) 502-4777



1. MONTH TO MONTH Lease and Park Rules

1.1 PARTIES AND OCCUPANTS

This MONTH TO MONTH Lease Contract is between you, the undersigned Tenant(s):

Brianca A. Andrews , (hereinafter referred to as Tenant)

and us, the Manager:

Fortify Properties

Landlord and Tenant may collectively be referred to as the "Parties." This Lease creates joint and several liabilities in the case of multiple Tenants. The Parties agree as follows:

1.2 THE PROPERTY

Fortify Properties hereby leases the property located at

50 Cynthia Ln
Spring Lake, NC 28390
(hereinafter referred to as the "Premises") for the placement of a manufactured home in accordance with the terms set forth herein.

1.3 RENT

Tenant agrees to pay to Landlord as rent for the Premises the amount of

Lot Rent	\$600.00
POH Rent	\$250.00
Total:	\$850.00

each month in advance on the 1st day of each month. If the Lease Term does not start on the 1st day of the month or end on the last day of a month, the first and last month's rent will be prorated accordingly.

1.4 MOVE IN DOWN PAYMENT

At the signing of this Lease, Tenant shall make a down payment with Landlord of

Down Payment	\$1,000.00
Total:	\$1,000.00

This down payment is NON-REFUNDABLE and considered part of the RENT CREDIT of the home and as such, will not be held in trust.

1.5 LEASE START AND TERMINATION

The Lease will start on 10/01/2022 and will continue as a MONTH TO MONTH tenancy. To terminate tenancy Tenant must give the LANDLORD a written THIRTY (30) days' notice of Lease non-renewal. The Landlord will provide non-renewal notices in accordance with the NC General Statute:

§ 42-14: Notice to quit in certain tenancies. A tenancy from year to year may be terminated by a notice to quit given one month or more before the end of the current year of the tenancy;

a tenancy from month to month by a like notice of seven days;

a tenancy from week to week, of two days.

Lease will be deemed Month to Month at the end of any 12 month lease and non-renewals will be issued with as little as seven (7) days

notice.

The Tenant may only terminate their Lease on the last day of any month and the Landlord must receive a written notification of non-renewal at least THIRTY (30) days prior to the last day of that month.

If the Tenant plans to leave on or after the first of any month, they are responsible for that month’s full rent.

If the Tenant does not provide the Landlord with a written THIRTY (30) days’ notice, they shall forfeit their full deposit amount.

1.6 OWNERSHIP

It is the condition of this Lease that the Tenant shall have title to any manufactured home not owned by the Community and placed on the leased premises.

Any violation of this provision shall result in immediate termination of this lease.

1.7 MILITARY STATUS

By initialing here, Tenant states that they are NOT CURRENTLY a member of the US Military in any Active Duty capacity.

X BA
Brianna A. Andrews

1.8 PROHIBITED AT ALL PROPERTIES

THE FOLLOWING ARE PROHIBITED BY ALL TENANTS:

- Trampolines, of any size
- Swimming pools of any size
- Fire Pits/ Bon Fires/ Chimineas
- Pit Bulls, American Staffordshire Terrier, Doberman, Rottweiler, American Bulldog, Any Mastiff Breed, German Sheppard, Belgian Malinois, or ANY other dog deemed aggressive by Insurance Company.

X BA
Brianna A. Andrews

By initialing below, you acknowledge and agree to the terms in Section 1.

X BA
Brianna A. Andrews

2. Community Policies

2.1 ACKNOWLEDGMENT OF RULES

The Tenant, his family, guests and agents shall comply with and abide by all the Landlord’s existing rules and regulations and such future reasonable rules and regulations as the Landlord may, at Landlord’s discretion, from time to time, adopt governing the use and occupancy of the Premises and any common areas used in connection with them (the “Rules and Regulations”).

Landlord reserves the right to make changes to the existing Rules and Regulations and to adopt additional reasonable rules and regulations from time to time; provided, however, such changes and additions shall not alter the essential terms of this lease of any substantive rights granted hereunder and shall not become effective until thirty (30) days written notice thereof have been furnished to Resident.

Tenants agree that He/She, as well as all other occupants residing in the home and all guests will abide by the Rules and Regulations and the regulations included in this Lease.

Failure to comply with the Rules and Regulations, this Lease, or other laws may result in the termination of Tenancy as provided by law.

X BA
Brianna A. Andrews

2.2 NOTICE OF VIOLATION

Tenants who violate a rule established within this lease will be contacted by a staff member of Fortify Properties, either in person, telephone call, text message or issuance of a written notice of rule violation.

Failure or refusal to correct the violation will result in a \$50 fine or at Landlord's discretion be deemed a default and result in the termination of tenancy.

In the event of default, Landlord may also, as permitted by law, re-enter the Premises and re-take possession of the Premises. Landlord may, at its option, hold Resident liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force and any rent paid by any successive Tenant if the Premises are re-let.

2.3 FAIR AND EQUAL HOUSING OPPORTUNITY

It is the policy of Fortify Properties and its managed communities to offer Fair and Equal Housing Opportunities to all qualified applicants.

We encourage and support an affirmative advertising and marketing program in which there are no barriers based on race, skin color, national origin, religion, sex, familial status, sexual orientation or handicap status, to obtaining housing within the community.

This policy is the law and is consistent with our philosophy, objectives and practices.

The Landlord expects that the Resident, additional occupants and their guests to treat all other Residents, additional occupants and their guests fairly and with respect.

If you believe that you are being discriminated against, you may contact the community office or the Regional Manager.

2.4 RENT

Rent is due on the 1st of each month. If any or all of the rent is not received by the 5th of the month, 5% of the Rent will be charged as a late fee.

If rent is not received by the 10th of the month, Tenant will be considered in breach of the Lease Agreement and eviction proceedings will be initiated.

If the Tenant fails to pay rent of any other charges when due and Landlord initiates legal action to obtain an eviction; all court costs incurred by the Landlord in enforcing its rights, including attorney fees, will be added to the amount of the arrearage, as provided by law and must be paid by the Tenant prior to Landlord discontinuing legal proceedings.

A \$60 fee will be charged by Fortify Properties for administrative expenses in addition to charges required by the Court.

Tenants Liability for rent will continue until the home is either

- 1) Removed from the site in accordance with the terms of the lease and community rules;
- 2) Sold in accordance with all provisions regarding the site resale of homes as stated in the rules, a lease has been signed by the new owners of the home and a security deposit is paid by the new owners;
- 3) Repossessed by the lienholder and the lienholder has commenced payment of rent to the Landlord.

X BA
Brianna A. Andrews

2.5 RENT INCREASES

Rent may be increased upon the expiration of any lease term and in all Month to Month tenancies upon thirty (30) days notice of such increase.

2.6 UTILITIES AND SERVICES

Tenant shall be responsible for arranging and paying for all utility and service contracts required on the Premises including water, gas, electricity, telephone, heat, internet, and other services delivered to Premises including all connection and disconnection charges associated with such services. Tenant shall have accounts established and all utilities transferred within five (5) days of the beginning of the Initial Term or upon placement of the Manufactured Home on the Property. Electrical service must be obtained and maintained by the resident and must not be allowed to lapse. If water is not paid directly to a municipality, it will be charged to you monthly based on usage reported by the meter attached to your home. Failure to pay for water will result in termination of lease for breach of lease.

Tenant shall not use any electrical equipment that will overload the Property's electrical circuits. Tenant shall not install any electrical heaters or make any alterations to the electrical system without prior written consent of Landlord.

Tenant is responsible for keeping the plumbing in working order. Landlord shall have the right to terminate the furnishing of any or all of the utilities and services herein if repairs or alterations are being done to the Property.

Landlord shall have no liability or responsibility to Tenant for loss or damage in the event that utilities are terminated or discontinued in order to provide repair or alteration to the Property or by reason of causes beyond Landlord's control including but not limited to accidents, strikes, lockouts, acts of nature, or orders and/or regulations of government bodies.

Tenant shall maintain the entire Property in good working condition in a clean and orderly manner. In particular, Tenant shall keep all fixtures in good working condition, all drains unclogged, keep the furnace clean and tidy, keep walks and common areas free from debris and dirt, and shall make all required repairs to plumbing, range, heating, and any other fixture or portion of the Property when damage may have resulted from neglect, misuse, or waste by Tenant or any visitor. This includes the duty to maintain the landscaping and lawn in a neat and orderly fashion.

Lawn maintenance is provided to the community as a part of this Lease.

2.7 MAINTENANCE AND REPAIRS

Tenant will, at Tenant's sole expense, keep and maintain the Premises in good, clean and sanitary condition and repair during the term of this Lease and any renewal thereof and shall surrender the peaceful and quiet possession of the Property at the end of the lease in as good condition as when received, normal wear and tear excepted. Resident shall maintain the grounds of said Premises neat and orderly

Resident shall promptly notify the Landlord of any damage, defect or destruction of the Premises.

2.8 PETS

NO Pets will be allowed in rented homes!

For Tenant Owned Homes:

A. Tenants may have no more than two (2) registered "domesticated" pets per household at a monthly charge of \$10 and a one time, non refundable charge of \$200. This fee is only applicable to new pets in the community following the issuance of these rules.

B. Tenant MUST provide the Landlord with proof of current vaccinations/ immunizations.

C. Tenant MAY NOT pet-sit dogs.

D. Landlord reserves the right to reject exotic pets such as snakes, monkeys, etc or any other animal that, in the Landlord's sole discretion, may be dangerous to others within the community.

E. Farm classified animals are strictly prohibited. (Cattle, goats, and pigs)

F. The following are also not permitted: Dogs over 25 pounds, Breeds including but not limited to Pit Bulls, American Staffordshire Terriers, Dobermans, Rottweilers, American Bulldogs, Akitas, Mastiffs, Chows, and any other breed deemed aggressive by the Landlord's Insurance Provider.

G. Pets that are approved shall be considered on a ninety (90) day probation period. Tenants are solely responsible for the behavior of their pet. Noisy, unruly or dangerous pets will not be allowed to remain in the community.

H. Pets may not be left outside unattended

I. Tenants are required to clean up their pet's waste immediately both in the yard and while walking. If the Landlord has to clean up waste, you will be charged \$50.

2.9 OCCUPANTS

A. Only Tenants named on the Application and Lease are to occupy the premises. It will be considered a material default of this lease if any other persons occupy the home without prior written consent of the Landlord. Tenant shall notify the Landlord PROMPTLY in writing of any anticipated change in occupancy. All homes must be owner occupied. Tenants may not sublet their home or any part thereof, nor assign this agreement without the written consent of the Landlord.

B. A guest MAY NOT stay at the home of Tenant for more than 5 consecutive days without prior written notice to the Landlord. A guest may not stay at the home of a Tenant more than 14 days in any 12 month period without prior written permission from the Landlord. Such long-term guests will not be approved if Tenant's occupancy limit would be exceeded by the permitted occupancy.

C. Any person who will stay at the Resident's home for more than thirty (30) days in a twelve month period must complete an application for occupancy. Landlord IS NOT obliged to accept additional occupants and may decline to accept such persons for any reason not prohibited by law

D. Landlord may, from time to time and at least on an annual basis, request from Tenant, information about all occupants of the home, any pets in the home and the vehicles owned by the occupants. Upon such request, Tenant must provide that information within seven (7) days of Landlord's request.

2.10 RIGHT OF INSPECTION

Tenant agrees to make the Premises available to Landlord or Landlord's agents for the purposes of inspection, making repairs or improvements, or to supply agreed services or show the premises to prospective buyers or tenants, or in case of emergency.

Except in case of emergency, Landlord shall give Tenant reasonable notice of intent to enter.

2.11 MOTOR VEHICLES

A. Tenants are limited to two (2) vehicles per site. All vehicles must have current license plates, be operable and equipped with a functioning muffler. Flat tires must be repaired promptly and the Landlord will notify the Tenant if not addressed.

B. Residents shall park only in the spaces provided by the Landlord. Parking of vehicles is not allowed on vacant sites, fire lanes, lawns or any other space not directed by the Landlord

C. Only minor maintenance is permitted (Changing Tires, windshield wipers, etc) Fluid changes are not permitted. (Oil, Transmission, Brake, etc.)

D. Vehicles must obey all posted speed limits within the community and the speed limit is 20mph where not posted.

E. Vehicles found to violate the above rules or are identified by the Landlord, at their discretion, to not be acceptable for the community will be given notice to correct the deficiency. Vehicles deficiencies that are not addressed will be towed at the Tenants expense and Landlord is not responsible for any damage resulting from the towing of the vehicle.

2.12 ALTERATIONS AND IMPROVEMENTS

Tenant agrees not to make any improvements or alterations to the Premises without prior written consent of the Landlord.

If any alterations, improvement or changes are made to or built on or around the Premises, with the exception of fixtures and personal property that can be removed without damage to the Premises, they shall become the property of Landlord and shall remain at the expiration of the Lease, unless otherwise agreed in writing.

2.13 ABANDONMENT

If the Tenant abandons the Premises of any personal property during the term of this Lease, Landlord may at his option enter the Premises by any legal means without liability to Tenant and may at Landlord's option terminate the Lease.

Abandonment is defined as absence of the Tenants from the Premises for at least 30 consecutive days without notice to Landlord. If Tenant abandons the Premises while the rent is outstanding for more than 20 days and there is not reasonable evidence, other than the presence of the Tenant's personal property, that the Tenant is occupying the unit, Landlord may at Landlord's option terminate this Lease Agreement and regain possession in the manner prescribed by law.

Landlord will dispose of all abandoned personal property on the Premises in any manner allowed by law.

2.14 INSURANCE

Tenant should procure a Manufactured Home Comprehensive Form insurance policy insuring the home against loss or damage (including the cost of repairing/removing a fire damaged home)

2.15 CONDUCT AND USE OF PREMISES

A. The Property and any part thereof shall be occupied by the Tenant and Permitted Occupants as a strictly private dwelling and for no other purpose. Tenant shall assume liability for any injuries sustained or claimed to have happened on said Property by any person or guests, themselves and members of their families and shall not hold Landlord responsible for any damage or injuries claimed by anyone whomsoever.

B. Tenant agrees to use the lot in a clean and wholesome manner, in compliance with the Community Rules and all Federal, State and Local laws. Tenants, occupants and guests **MUST** respect the rights of others to enjoy the quiet and peaceful use of the community. **Excessively loud talking, abusive language, shouting, radio, television, stereos, and other disturbing noises are not permitted.**

C. Tenants, Other Occupants, and Guests may not cause or allow any waste, misuse or neglect of the home site, common areas or any amenities provided by the Landlord. Tenant will pay for all damages caused by Tenant, Other Occupants, or Guests of Tenant.

D. Tenant is responsible for the acts of all other occupants in the home to include Tenant's visitors, guests and invitees.

E. As permissible by law, children 18 years of age or younger must be accompanied by a responsible adult while in the community after 10:00pm.

F. Tenant **MAY NOT** have any parties without prior notification to the Landlord. Any Tenant that does have a party will be deemed to be in default of this lease and removed from the premises.

2.16 MAILBOXES

In the event that Landlord provides mailbox keys to Tenants, a \$30.00 dollar charge will be assessed for each lost key.

2.17 TENANT'S OBLIGATIONS

Unless otherwise agreed upon, Tenant shall:

- a. use the Property for residential purposes only and in a manner so as not to disturb the public;
- b. not use the Property for any unlawful or immoral purposes or occupy them in such a way as to constitute a nuisance;
- c. not park or store motorhomes, campers, trailers, or any recreational vehicles on Premises.
- d. keep the Premises in a clean and safe condition;
- e. cause no unsafe or unsanitary condition in the common areas and remainder of the Premises used by him;
- f. comply with any and all obligations imposed upon tenants by applicable building and housing codes and neighborhood restrictive covenants;
- g. dispose of all ashes, rubbish, garbage, and other waste in a clean and safe manner and comply with all applicable ordinances concerning garbage collection, waste and other refuse;
- h. abide by any and all conditions placed on the Premises by the neighborhood or property Restrictions and Covenants;
- i. not deliberately or negligently destroy, deface, damage or remove any part of the Premises or permit any person, known or unknown to the Tenants, to do so;
- j. be responsible for and liable to the Landlord for all damage to, defacement of, or removal of property from the Premises whatever the cause, except such damage, defacement or removal caused by ordinary wear and tear, acts of the Landlord, his agent, or of third parties, not invitees of the Tenant, and natural forces;
- k. permit the Landlord (and the Landlord hereby reserves the right to) to enter the Premises during reasonable hours for the purpose of (1) inspecting the Premises and the Tenant's compliance with the terms of this lease; (2) making such repairs, alterations, improvements or additions thereto as the Landlord may deem appropriate; and (3) showing the Premises to prospective purchasers or tenants without the Tenants present. (The Landlord shall have the right to display "For Sale" or "For Rent" signs in a reasonable manner upon the Premises at any time);
- l. pay the costs of all utility services to the Premises which are billed directly to the Tenant and not included as a part of the rentals, including, but not limited to, water, electric, telephone, and gas services;
- m. conduct himself and require all other persons on the Premises with his consent to conduct themselves in a reasonable manner and so as not to disturb other tenants' peaceful enjoyment of the Premises; and
- n. not abandon or vacate the Premises during the Initial Term or any renewals or extensions thereof. Tenant shall be deemed to have abandoned or vacated the Premises if Tenant removes substantially all of his possessions from the Premises;

o. not erect or install any potentially hazardous outdoor recreational equipment or attractive nuisances including but not limited to trampolines, pools, dog houses, swing sets, etc.;

p. immediately remove any personal property on the Premises, including the Manufactured Home, upon termination of this lease. Property not so removed shall become the property of the Landlord who may remove said property at Tenant's expense.

By initialing below, you acknowledge and agree to the terms in Section 2.

X BA
Brianna A. Andrews

3. Community Rules

3.1 HOME AND LOT MAINTENANCE

A. Tenant will keep the home site in good repair and at the expiration of tenancy, return the site to the Landlord in the same condition as the start of the lease.

B. Tenant will not display any flags, signs or graphics in any window of the home. Only blinds and curtains are to be visible

C. Broken windows and blinds are to be repaired immediately.

D. Tenant is responsible for all debris in their yard regardless of how it got there. If issued a notice of violation, you will have 24 hours to address the debris prior to an additional fee for the Landlord removing the debris.

E. All home exteriors must be well maintained and kept in good condition and appearance. Pressure washed, no visible rust or mildew, roof sealed and stairs in good repair.

F. All homes must comply with all State, County, and Local building codes within 30 days of the home being placed on the Property.

3.2 DAMAGE TO PREMISES

If the Premises or part of the Premises are damaged or destroyed by fire or other casualty not due to Tenant's negligence, the rent will be abated during the time that the Premises are uninhabitable.

If Landlord decides not to repair or rebuild the Premises, then this Lease shall terminate, and the rent shall be prorated up to the time of the damage. Any unearned rent paid in advance shall be refunded to Tenant.

3.3 WATER LEAKS

Tenant is to notify the Landlord immediately if they are unable to stop any running water from the faucets in the kitchen, bathroom-sink, bathtub or any other faucets.

If the toilet is running and does not shut off properly, Tenant is to notify Landlord immediately.

If Tenant does not notify Landlord of any water leaks and it is determined that the septic system will need to be serviced as a result, the Tenant will be held liable for all charges.

3.4 ADVERTISING AND SOLICITING

Advertising and soliciting within the community is not permitted. Landlord reserves the right to communicate with Residents through distribution of written materials from time to time, text message, and email.

3.5 OUTSIDE STORAGE

Tenants may not store any items outside the home except in an approved storage shed and except as otherwise provided in these Rules.

There shall be no storage beneath the home, behind the home, behind steps, behind or on decks and porches, etc.

All toys, bicycles, tricycles, lawn care equipment, folding lawn chairs, garden tools, ladders, etc., must be stored neatly or in a shed when not in use.

3.6 STORAGE SHED

A utility storage shed must be installed at Tenant's expense (one shed per home site) if there is any outside storage. Tenant is required to obtain written approval from Landlord as to permissible materials, size and location, before installing a new shed or altering the current structure.

All sheds must also comply with the local, county, or state building code.

Shed size may not exceed 10' wide x 10' deep x 8' high.

Shed pads are to be approved by Landlord prior to installation of any shed.

Shed color is to match or attractively accent the manufactured home.

Sheds are to be kept in good repair at all times. It is recommended that sheds be anchored in case of high winds.

3.7 OUTSIDE APPLIANCES

No appliances of any sort may be kept on the lot outside of the manufactured home with the exception of a barbeque grill.

Use of a fire pit, or any container to burn in, is prohibited.

3.8 OUTDOOR FURNITURE

Only furniture specifically designed for outdoor use may be placed on decks, patios and yards.

Tenant shall maintain all outdoor furniture in a safe and attractive condition. Fold-down furniture is to be stored when not in use.

By initialing below, you acknowledge and agree to the terms in Section 3.

X BA
Brianna A. Andrews

4. Tenant Owned Homes

4.1 ON SITE RESALE OF HOME

The right to occupy a home on the leased site is NOT unconditionally transferrable with the sale or transfer of the title to the manufactured home. To ensure that the purchaser(s) of your home, should you decide to sell it, will be permitted to keep and occupy the home on the leased site, the following criteria must be met:

A. Tenant(s) agrees to give Landlord the Right of First Refusal when attempting to sell their home.

B. One (1) 18"x24" For Sale Sign may be placed in the site's landscaping with prior written approval from the Landlord. Signs must be purchased and no homemade signs are permitted. Faded, torn or unsightly signs must be replaced or removed.

C. If the home is to remain on the leased site, the buyer must apply for and be approved for Residency PRIOR to the closing of the sale of the home. If the purchaser of a home occupies the home without first having obtained Landlord approval for residency, the purchaser will be deemed a Trespasser and will be evicted from the community. Landlord will not accept rent from the Trespasser.

D. All rent and other charges owed by the Seller/Tenant must be paid to the Landlord prior to closing on the sale of the home. No tenancy is transferrable and the Resident's tenancy continues until the purchaser executes a new lease for the home site.

E. If a home is sold in violation of the on-site resale provisions of these rules, Tenant will remain responsible for all rent and other charges which may accrue, regardless of whether the Tenant continues to occupy the home or holds the title to the home

4.2 REMOVAL OF A HOME

A. Tenants with a Month to Month lease must provide a thirty (30) day written notice of their intention to remove the home from the site.

B. Removal of the home prior to the end of the lease will result in the Tenants continued liability for the duration of the lease.

C. Tenant must provide to the Landlord five (5) business days in advance copies of the moving permit, including the license and insurance numbers for your mover.

- D. All damages to the community during home movement will be the responsibility of the Tenant.
- E. All damages to other Tenant's personal property during movement will be the responsibility of the Tenant moving the home.
- F. Tenant is responsible for coordinating with utility providers to ensure proper disconnection and clearance for home movement.

4.3 HOME STANDARDS AND INSTALLATION

All manufactured homes brought into the community must meet current specification standards and the Landlord reserves the right to approve any home before it is permitted into the community. Homes are to be installed in accordance with Manufacturer's written installation instructions, local ordinance and state laws pertaining to the placement, anchoring and set up of manufactured homes.

The installation company MUST be licensed and insured.

Landlord reserves the right to supervise the installation of the home to protect community property and the property of other Residents.

- A. Home MUST have smoke detectors
- B. Block type address numbers, which must be 3" tall, must be affixed to the street side of the home and be easily readable from the street servicing the site.
- C. APPROVED skirting must be installed within 45 days of occupancy. Skirting must completely enclose the space beneath the home, be properly ventilated and have access panels of sufficient size in the utility hook up areas. The color of the skirting is to match or attractively accent the exterior of the home.

Landlord reserves the right to approve all color choices for homes and skirting.

- D. Hitches and tongues must be removed and the wheels must be stored beneath the home.
 - E. Utility connections are provided to each home site. Tenant must contact the appropriate utility companies to schedule hookups and commencement of service.
- Tenants are NOT permitted to tamper with meters or utility equipment.

The cost of upgrading utility hookups due to improvements to the Tenant's home are the financial responsibility of the Resident.

Any electrical upgrading MUST be performed by a licensed and insured electrician. Copies of License and Insurance must be provided to the Landlord prior to beginning work.

4.4 HVAC

Central HVAC compressors must be placed on a cement slab and installed according to local building code. Window Air Conditioning units must be securely braced to the home with metal angle or chain braces and CANNOT be supported by any extensions to the ground.

4.5 STEPS

Steps leading to ANY door must be enclosed cement or treated wood. Proper handrails must be attached. Steps are to be maintained in a safe and attractive manner.

4.6 ANTENNAS

- An antenna, must not exceed 12 feet in height above the roof line of the home.
- A satellite dish, which does not exceed 1 meter in diameter may be installed upon the manufactured home.

4.7 PORCHES AND DECKS

Porches and decks are only permitted on the entry side of the home unless approved by Landlord in writing. Steps attached to the deck must be constructed of cement or treated wood and have a handrail if higher than two steps.

Painting of decks and porches is not permitted. Wood stain is strongly encouraged.

Tenant MUST obtain written permission to construct a deck or porch prior to beginning construction. Tenant will submit a sketch to Landlord to obtain approval.

4.8 AWNINGS

Awnings over doors and windows must be aluminum or treated wood.

4.9 FENCES

Fences MAY NOT be installed upon the home site.

By initialing below, you acknowledge and agree to the terms in Section 4.

X BA
Brianna A. Andrews

5. Miscellaneous

5.1 TENANT'S DUTIES UPON TERMINATION

Upon any termination of Tenancy created hereby, whether by the Landlord or the Tenant and whether for breach or otherwise, the Tenant shall:

- (1) pay all utility bills due for services to the Property for which he is responsible and have all such utility services disconnected;
- (2) vacate the Property removing therefrom all Tenant's personal property of whatever nature;
- (3) properly sweep and clean the Property, including plumbing fixture, refrigerators, stoves and sinks, removing therefrom all rubbish, trash, garbage and refuse;
- (4) make such repairs and perform such other acts as are necessary to return the Property, and appliances or fixtures furnished in connection therewith, in the same condition as when Tenant took possession of the Property; provided, however, Tenant shall not be responsible for ordinary wear and tear or for repairs required by law to be performed by Landlord;
- (5) fasten and lock all doors and windows;
- (6) return to the Landlord the keys to the Property; and
- (7) notify the Landlord of the address to which the balance of the Security Deposit may be returned. If the Tenant fails to sweep out and clean the Property, appliances and fixtures as herein provided, Tenant shall become liable, without notice or demand, to the Landlord for a cleaning fee. Such fee shall: (i) reflect the actual costs of cleaning (over and above ordinary wear and tear) and (ii) be deducted from the Security Deposit as provided herein.

5.2 TENANT'S DEFAULT

In the event the Tenant shall:

- a. fail to pay the rentals herein reserved as and when they 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 Tenant with written notice of such failure.

Then in either of such events and as often as either of them may occur, the Landlord, in addition to all other rights and remedies provided by law, may, at its option and with or without notice to Tenant, either (i) terminate this lease or (ii) 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 without terminating this lease, Landlord shall be immediately entitled to possession of the Premises and the Tenant shall peacefully surrender possession of the Premises to Landlord immediately upon Landlord's demand.

In the event Tenant shall fail or refuse to surrender possession of the Premises, Landlord shall, in compliance with Article 2A of Chapter 42 of the General Statutes of North Carolina, re-enter and retake possession of the Premises only through a summary ejectment proceeding. In the event Landlord terminates this lease, all further rights and duties hereunder shall terminate and Landlord shall be entitled to collect from Tenant all accrued but unpaid rents and any damages resulting from the Tenant's breach.

In the event Landlord terminates the Tenant's right of possession without terminating this lease, Tenant shall remain liable for the full performance of all the covenants hereof, and Landlord shall use reasonable efforts to re-let the Premises on Tenant's behalf. Any such rentals reserved from such re-letting are insufficient to pay the rentals due hereunder in full, Tenant shall be liable to the Landlord for any deficiency. In the event Landlord institutes a legal action against the Tenant to enforce the lease or to recover any sums due hereunder, Tenant agrees to pay Landlord reasonable attorney's fees in addition to all other damages.

Note: No fees may be deducted from the Tenant Security Deposit until the termination of the tenancy.

5.3 SUMMARY EJECTMENT FEES AND ACCEPTANCE OF PARTIAL RENT

If a summary ejectment proceeding is initiated against Tenant, in addition to any costs and past-due rent that may be awarded, Tenant shall be responsible for paying Landlord the relevant Complaint Filing Fee, Court Appearance Fee or Second Trial Fee in accordance with N.C.G.S. §42-46.

Tenant acknowledges and understands that Landlord's acceptance of partial rent will not waive Tenant's breach of this Lease or limit Landlord's rights to evict the Tenant through a summary ejectment proceeding, whether filed before or after Landlord's acceptance of any such partial rent.

5.4 LANDLORD'S DEFAULT; LIMITATION OF REMEDIES AND DAMAGES

Until the Tenant notifies the Landlord in writing of an alleged default and affords the Landlord a reasonable time within which to cure, no default by the Landlord in the performance of any of the promises or obligations herein agreed to by him or imposed upon him by law shall constitute a material breach of this Lease and the Tenant shall have no right to terminate this Lease for any such default or suspend his performance hereunder.

In no event and regardless of their duration shall any defective condition of or failure to repair, maintain, or provide any area or fixture constitute a material breach of this Lease and the Tenant shall have no right to terminate this Lease or to suspend his performance hereunder.

In any legal action instituted by the Tenant against the Landlord, the Tenant's damages shall be limited to the difference, if any, between the rent reserved in this Lease and the reasonable rental value of the Property, taking into account the Landlord's breach or breaches, and in no event, except in the case of the Landlord's willful or wanton negligence, shall the Tenant collect any consequential or secondary damages resulting from the breach or breaches, including but not limited to the following items: damage or destruction of furniture or other personal property of any kind located in or about the Property, moving expenses, storage expenses, alternative interim housing expenses, and expenses of locating and procuring alternative living.

5.5 REMOVAL, STORAGE AND DISPOSITION OF TENANT'S PERSONAL PROPERTY

a. Twenty-One (21) days after being placed in lawful possession by execution of a writ of possession, the Landlord may throw away, dispose of, or sell all items of personal property remaining on the Premises in accordance with N.C.G.S. §§42-25.9(g) and 44A-2(e2). Upon the Tenant's request prior to the expiration of the 21-day period, the Landlord shall release possession of the property to the Tenant during regular business hours or at a time agreed upon.

b. If the total value of all property remaining on the Premises at the time of execution of a writ of possession in an action for summary ejectment is less than five hundred dollars (\$500.00), then the property shall be deemed abandoned five days after the time of execution, and the Landlord may throw away or dispose of the property. Upon the Tenant's request prior to the expiration of the five-day period, the Landlord shall release possession of the property to the Tenant during regular business hours or at a time agreed upon.

5.6 ASSIGNMENT AND SUB-LETTING

Tenant shall not assign this Lease or sublet the Property in whole or in part.

5.7 SUBORDINATION AND ATTORNMENT

This Lease shall be deemed subject and subordinate to any mortgage which may heretofore or hereafter be executed by the Landlord covering Property, unless the mortgagee requests that this Lease be superior to its mortgage. In the event any proceedings are brought for foreclosure of any mortgage on the premises, Tenant will attorn to the purchaser at a foreclosure sale and recognize such purchaser as Landlord, providing purchaser agrees not to disturb Tenant's possession so long as it is not in default under the terms of this Lease. Tenant shall execute, at Landlord's request, and within five (5) days thereof, instruments evidencing the subordinate position of this lease, as often as requested, shall sign estoppel certificates setting forth the date of its Lease, the date to which rent has been paid, and the amount of monthly rent in effect as of such certification, whether or not it has any defense or offset to the enforcement of the Lease; any knowledge it has of any default or breach by the Landlord; and the Lease is in full force and effect as to modifications, agreements or amendments thereto, copies of each which shall be attached to the certificate.

5.8 PARTIAL INVALIDITY

If any provision of this Lease is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

5.9 WAIVER

No waiver of any breach of any obligation or promise contained herein shall be regarded as a waiver of any future breach of the same or any other obligations or promise.

5.10 ATTORNEY'S FEES

In the event that any legal matter, dispute, action or proceeding exists or is commenced by or between Landlord and Tenant under this Lease, the prevailing party shall be reimbursed reasonable attorney's fees and court costs in such matter. If either party hereto without fault is made a party to any litigation instituted by or against any other party to this Lease, such other party shall indemnify and hold harmless Landlord or Tenant, as the case may be, against all costs and expenses, including reasonable attorney's fees incurred in connection therewith.

5.11 ENTIRE AGREEMENT

The parties hereby agree that this Lease contains the entire agreement between the parties, and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral. The Parties affirmatively state and represent that no statement, representation, or warranty not contained in this Lease has been relied upon to affix their signatures hereto or to agree to any of the terms, conditions or provisions of this Lease. A modification or waiver of any of the provisions of this agreement shall be effective only if made in writing and executed with the same formality as this agreement.

5.12 NOTICE

The Parties agree that electronic means may be used to sign this Agreement or to make any modifications the parties may agree to, and that any written notice, communication or documents may be transmitted electronically to any e-mail address, cell phone number, or fax number used by the Parties to communicate during the course of this Agreement. Any notices required or authorized to be given hereunder or pursuant to applicable law may also be mailed or hand delivered to the Tenant at the address of the Premises and to the Landlord at the address of the Agent.

By initialing below, you acknowledge and agree to the terms in Section 5.

X BA
Brianna A. Andrews

Fortify Properties

744 McArthur Rd • Fayetteville, NC 28311
(910) 502-4777



6. Rent Credit Contract

6.1 MOBILE HOME RENT CREDIT CONTRACT

This contract is entered into on this day 08/01/2022 (Effective Date), by and between Brianca A. Andrews and Fortify Properties

6.2 PROPERTY

Fortify Properties agrees to enter into a Rental Credit Contract with the above named Financially Responsible Tenant/s to make all payments of Lot Rent, Home Rent (POH Rent), Trash, Any applicable utilities, and admin fees for the mobile home located at:

50 Cynthia Ln
Spring Lake, NC 28390

referred to as "The Property".

6.3 PURCHASE PRICE

Tenant agrees to make all payments associated with the property for SIXTY (60) months. These will include: **Lot Rent, Home Rent (POH Rent), Trash, Utilities if not billed directly by municipal provider and admin fee.**

THERE IS NO CASH PRICE FOR THE HOME AND IT CANNOT BE BOUGHT OUT BEFORE THE END OF THE 60 MONTH TERM.

Lot rent is a separate charge and will increase annually at a reasonable rate. The Home Rent (POH Rent) will not increase.

These payments will accrue no cash value and will not be refunded in the event of default.

YOUR DOWN PAYMENT IS NOT A SECURITY DEPOSIT AND WILL NOT BE HELD IN TRUST OR RETURNED IF YOU MOVE OUT OR ARE EVICTED.

Price is only valid under the conditions outlined below.

X BA
Brianca A. Andrews

6.4 CONDITIONS

TENANT IS RESPONSIBLE FOR ALL MAINTENANCE AND REPAIRS OF THE HOME.

The home **MAY NOT** be removed from the lot.

The home must be maintained to the standards outlined in the Lot Rent Lease

Fortify Properties has first right of refusal to purchase before publicly listing the home.

Home may not be sublet until paid in full and after that only to Tenants approved through the Fortify Properties Application Process. Any subletting will result in immediate default and termination of this contract.

Utilities must be kept active.

Landlord will notify you, in as many of the following ways as possible, letter, email or text message that you are in violation. If violation is not remediated, Landlord at their sole discretion may deem you to be in default of this agreement.

6.5 DEFAULT

If any of the above conditions are not met, at the Landlord's sole discretion, we will consider the Tenant in default of this contract and it will be void.

At the time of default, the Tenant will be notified via email and letter that the contract has been voided and at that time Tenant will surrender the premises back to Fortify Properties.

By signing below, you acknowledge and agree to the terms in Section 6.

X *Brianca Andrews*

Lessee

IP Address: 172.58.156.125
08/01/2022 05:39pm EDT

Fortify Properties

744 McArthur Rd • Fayetteville, NC 28311
(910) 502-4777



7. Sign and Accept

7.1 ACCEPTANCE OF LEASE

Signing below is an agreement to the outlined in this lease.

X Brianca Andrews

Lessee

IP Address: 172.58.156.125
08/01/2022 05:39pm EDT

X Fortify Properties LLC

Lessor

IP Address: 47.132.136.44
08/01/2022 08:05pm EDT