

Community:

Pad Site No.: \_\_\_\_\_ Address:

**MANUFACTURED HOME PAD SITE LEASE AGREEMENT  
("Lease")**

This Lease is made and executed by and between: \_\_\_\_\_ ("Lessor") and  
\_\_\_\_\_ (individually and collectively, "Lessee")

Commencing effective as of: \_\_\_\_\_ ("Commencement Date")

**WITNESSETH**

WHEREAS, Lessor shall include and refer to the owner of the real property on which a manufactured home has been located, and

WHEREAS, actions authorized to be taken by the Lessor under this Lease may be taken by the Community's property manager, and

WHEREAS, Lessee shall include and mean all occupants of the manufactured home as set forth on the Application who wish to lease the real property as described herein.

NOW THEREFORE, the parties are agreed as follows:

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, that certain manufactured home pad site in the Community as both set forth above, including the parking space accompanying the pad site, all under and pursuant to the following terms and conditions.

To memorialize understanding of these Lease terms, the Lessee must initial the bottom of each page in the space provided.

- **PREMISES:** Lessee agrees to lease that certain manufactured home pad site set forth above, and upon which a Single/Double Wide manufactured home may be installed ("Premises"). The Premises may be occupied only by the individuals and manufactured home designated on the Application of Lessee showing a valid Certificate of Title in the name of Lessee (the "Manufactured Home"). Lessee shall comply with all state, county, and municipal requirements for ownership of the Manufactured Home, including:
  - Registration of the Manufactured Home with the auditor of the county in which the Community is located,
  - Payment of all personal property taxes due to such county,
  - Licensure by such county, and
  - As required by Lessor, a liability insurance policy as detailed below to cover liabilities for damage to persons and property in the Community.
- **TERM:** The term of this Lease shall be for one year, commencing on the effective date above and continuing for twelve months, unless sooner terminated as provided below or

**pursuant to the Community Rules as applicable.**

The initial term of the Lease shall begin on the Commencement Date above and shall end at five p.m. (5:00 pm) twelve months later: the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

A minimum of sixty (60) days prior to expiration of the initial term, or any additional 12-month term thereafter, Lessor will communicate to Lessee the terms of an additional 12-month Lease and the process for notifying Lessor of Lessee's approval of such terms and the desire to extend this Lease for an additional 12-month term. Upon renewal, all sections of this Lease remain applicable.

- **RENT:** Lessee shall pay \$\_\_ per calendar month, to rent the Premises, payable monthly in advance on or before the **1<sup>st</sup> of each month.** The prorated rent from the date of move-in to the last day of the month is \$\_\_\_\_\_. Lessee's initial and continued right to use the Premises is expressly contingent upon the prompt and timely payment of rent to Lessor and other charges due hereunder. Lessee shall pay promptly all sums other than rent pursuant to the provisions of the Agreement within \_\_\_\_ days following Lessor's delivery of a statement of account, therefore. Monies received by Lessor shall first be applied to discharge any past due amounts, including but not limited to, past due late charges, check charges, key charges, and utility bills owed by Lessee. After such past due amounts have been paid, the remainder of any monies received by Lessor from Lessee shall be applied to past due rent, then to current rent. If the rent or other sums payable hereunder are not paid within 5 days of the date on which such are due, a late charge of **\$50.00** will be added to the amount due. In addition to the previous fees & charges listed, the fees below will apply:
  - A charge of **\$35.00** will be applied for all checks returned due to insufficient funds (NSF) or any other reason.
  - Delinquent Rent. If not paid by the 1<sup>st</sup>, Rent shall be considered overdue and delinquent by the 5<sup>th</sup> day of each calendar month. If Lessee fails to pay any month's rent by the 5<sup>th</sup> day, Lessee will pay Lessor a late charge of \$50.00. If resident fails to pay any month's rent by the 10<sup>th</sup> day, Lessee will pay Lessor a dispossession charge of \$125.00
  - Prorated Rent. In the event the Commencement Date is not the 1<sup>st</sup> of the calendar month, Rental payment remitted on the Commencement Date shall be prorated.
  - Dispossession Notice. If Lessee's account is not in good standing on the 10<sup>th</sup> day of each calendar month, Lessee will be provided with a dispossession notice.
  - Violation of Lease. If at any time Lessee violates the terms of this Lease, a charge of up to \$250 per incident will be assessed.
  - Termination Fee. If this Lease is terminated by Lessee prior to the end of the Lease's term, a termination fee will be assessed in the amount of \$1,000.

***If Lessee fails to pay any month's rent by the 10<sup>th</sup> of the month, Lessee will pay Lessor a dispossession charge of \$125. Lessee also agrees that any applicable utility service may be terminated on the 10<sup>th</sup> of the month, at Lessor's discretion, if all bills due are not paid in full. Lessee***

*further agrees that there will be a \$40 charge for Lessor to turn utilities on after having been turned off.*

- **METHOD OF PAYMENT:** Lessee shall make rental payments by check, CashPay, or through the online tenant portal, but not cash, provided however, that if Lessee fails to timely make a rental payment or submits a check that is dishonored, Lessor reserves the right to notify Lessee, in writing, that future rent payments must be made by money order, cashiers check or CashPay. Payment can also be made in-person at the Community's office or may be mailed to: \_\_\_\_\_, PO Box 131588 Dallas, TX 75313. No forbearance of a late payment shall be deemed as a waiver by Lessor.
- **SECURITY DEPOSIT:** Based on review of the Application, Lessor reserves the right to require a security deposit and such deposit amount and terms will be set forth in a provided Security Deposit Agreement, which, if applicable, shall be incorporated herein for all purposes, payable on or before the execution of this Lease. **As a condition for refunding all or part of any security deposit, Lessee must provide a forwarding address, and if Lessee fails to do so, Lessor will mail any amounts owed to Lessee to Lessee's last known address in Lessor's records. At Least 30 days written notice of intent to vacate must be given to Lessor prior to move out to qualify for a return of any such security deposit. Lessee must remove all personal property from the lot, including all tie-downs and any trash or debris left after the home is removed. Tire ruts must be filled in with top soil, and tenant is responsible for any damages caused while the home is being removed, including but not limited to damages to the water and sewer lines.**

In the event (i) this Lease is signed by all parties; (ii) a Security Deposit is paid by Lessee; (iii) the Lessee fails to move onto the Premises; and (iv) Lessee procures a replacement tenant satisfactory to Lessor prior to the Commencement Date of this Lease, then Lessor shall return the Security Deposit to Lessee.

In the event (i) this Lease is signed by all parties; (ii) a Security Deposit is paid by Lessee; (iii) the Lessee fails to move onto the Premises; and (iv) Lessor procures a replacement tenant prior to the Commencement Date of this Lease, then Lessor shall return the Security Deposit to Lessee, less a lease cancellation fee of \$ 1,000.00 .

- **USE OF PREMISES AND APPLICATION APPROVAL:** A Lease Application ("Application") must be approved by Lessor before Lessee shall have the right to use or occupy the Premises. Lessee must pay a \$50 application fee. Only those persons listed in said Application shall be permitted to occupy the Premises. The Premises shall not be used for any illegal purposes, nor in violation of any valid regulation of any governmental body or agency, nor in any manner to create any nuisance or trespass.
- **COMMUNITY RULES AND REGULATIONS:** All Community facilities are provided by Lessor for the use and enjoyment of Lessee and, in certain cases, Lessee's family, guests, or invitees. Lessee agrees to abide, and to ensure that Lessee's family, guests, or invitees abide by all Community Rules and Regulations ("Rules") and any amendments thereto. Lessee acknowledges receipt of a copy of such Rules as of the date hereof. The Rules and any amendments thereto are incorporated herein by reference and made a part hereof for all purposes. Each Lessee will be subject to a \$20 a month Security Fee to help enforce rules and regulations

and ensure community standards are being upheld Lessee agrees that Lessor shall have the right to modify, amend, change or replace such Rules in Lessor's sole and exclusive discretion and at such time or times as Lessor may desire. Lessor agrees to post and/or give Lessee written notice at least thirty (30) days prior to any material modification, change, amendment, or replacement; unless such addition or amendment will require expenditure of funds in excess of \$25 by Lessee to comply with the new rule, in which event Lessor shall provide Lessee with 90 days after the date Lessee is provided with a written copy of the added or amended rule to comply with such rule. Any breach or violation of the Rules is expressly declared to be a breach of this Lease.

- **ARMED SERVICES:** In the event Lessee is now or becomes a member of the Armed Forces of the United States on active duty or receives permanent change of station orders, or deployment orders with a military unit or as an individual in support of a military operation for a period of not less than ninety (90) days which prevents the servicemember or his/her dependents from occupying the premises under a lease entered into a lease as described in the Servicemembers Relief Act (the "Act"). Lessee may terminate this Lease by giving Lessor written notice and a copy of such official orders which warrant termination of this Lease. Termination of the Lease becomes effective the last day of the following month the notice was given. Lessee shall be responsible for any amount owing to Lessor hereunder up until date of termination.
- **MOVE-IN AND MOVE-OUT:** Lessee agrees to move-in and move-out under and during favorable weather conditions and at such time during the day as shall be agreed to by Lessor or set forth in the Rules.
- **INSTALLATION:** Lessee agrees the Manufactured Home shall be installed (set-up and tied-down) in accordance with the Texas Uniform Standards Code for Manufactured Housing and other applicable government statutes, ordinances, rules or regulations. Such shall be Lessee's responsibility and Lessor shall in no way be liable or responsible for any improper installation.
- **ACCESSORIES, EQUIPMENT AND STRUCTURES:** Approval of Lessor must be obtained before construction, installation or modification of any manufactured home accessory, equipment or other structure. (Note: Building permits may be required for certain accessories or installations.) **All tongues must be removed and the home must be fully skirted within 60 days of set-up.**
- **LANDSCAPING:** Installation, removal, or planting of any trees, concrete, masonry, or ground cover must be approved by Lessor. Lessees are encouraged to landscape the Premises and shall keep the Premises in a clean, attractive and well-kept fashion. All landscaping improvements shall immediately become a part of the realty and belong to Lessor and shall remain upon and be surrendered with the Premises unless otherwise expressly agreed to in writing by Lessor.

**Each Lessee shall be responsible for his or her own lawn maintenance** (e.g. mowing, trimming, edging, etc.). In the event Lessee neglects to maintain the site, Lessor will notify Lessee one time to take additional corrective action within a reasonable number of days after the date of said written notice. If Lessee fails to bring the site into compliance within that time, Lessor shall have the right, without further notice, to perform any and all necessary maintenance to the Premises. For lawn maintenance, Lessee shall be responsible for the following charges:

- Trimming lot: \$25 per occasion
- Edging lot: \$25 per occasion
- Mowing and trimming lot: \$35 per occasion

Lessee agrees to pay Lessor for all other repair and maintenance work resulting from Lessee's failure to maintain the Premises in good repair at a rate of \$50 per hour. There shall be a one (1) hour minimum fee if Lessor provides any non-lawn maintenance related services to repair or maintain the Premises. Lessor reserves the right to raise or lower said fees, charges, or assessment set forth above. Lessor agrees to provide Lessee with no less than thirty (30) days written notice of any non-lawn maintenance related change. Failure to maintain the Premises as outlined by the Lease or Rules is just cause for termination of this Lease. **LESSEE HEREBY INDEMNIFIES AND HOLDS LESSOR HARMLESS FROM ANY COST, LOSS, OR DAMAGED CAUSED AT THE PREMISES IN THE COURSE OF ANY LAWN MAINTINANCE AND NON-LAWN MAINTINANCE.**

- **VEHICLE CONTROL/PARKING RULES:** For the safety of the occupants, guests and invitees, in the Community, Lessor has designated and posted certain speed limits; Lessees agree to abide by such and to cooperate in the enforcement of such speed limits. The streets and lanes are private and not public thoroughfares. Lessees may park passenger cars only on the Premises' driveway or other designated areas. Neither Lessee nor guests or invitees shall park any vehicle on another resident's space or other reserved or restricted space without the express permission of the resident or Lessor, whichever is applicable. Visitors shall park in the designated guest or visitor parking areas or in their host's drive if space is available. All trailers, boats, recreational vehicles or other vehicles not used for daily transportation shall only be parked in the Community as may expressly be designated by Lessor. All vehicles must meet statutory requirements for inspection, safety, etc. in order to be operated in the Community. No junked, unusable, or unsightly vehicles will be allowed in the Community. Lessor may, at its sole discretion, for the welfare of the occupants of the Community, restrict the delivery of certain products and services to approved, designated suppliers or restrict the times of delivery of products and services. Failure of Lessee or Lessee's guests or invitees to park in their designated parking areas or to remove any junked, unusable or unsightly vehicles, will result in Lessee or Lessee's guests or invitees vehicles being towed at the vehicle owners sole cost and expense. Lessor shall not be liable for any damage to any vehicles.

All vehicles must have a Parking Permit Sticker issued by the Community Office, and the inspection and registration stickers must remain current. To obtain a new Parking Permit Sticker, Lessee must bring Lessess's vehicle(s) to the office. Visitors that will be in the Community for more than forty-eight (48) hours must have a temporary parking permit. Lessee's rent includes Parking Permit Stickers for up to two (2) cars. Each Lessee may be allowed to have one additional vehicle for an additional charge of \$10 per month, and upon approval by the Community Office. This vehicle must also have a Parking Permit Sticker.

- **INSPECTION BY LESSEE:** Lessee warrants and covenants Lessee has conducted an inspection of the Premises, Community, and facilities, and that all of such were found to be in acceptable and habitable condition.

- **ASSIGNMENTS AND SUBLEASES:** Lessee shall not, without the prior written consent of Lessor, assign or sublet this Lease or its rights hereunder, or any interest therein. If Lessee attempts to assign this Lease or allows the Premises to be occupied by anyone other than Lessee, Lessor may collect rent and other charges due under this Lease from the intended assignee and/or occupant, and may also apply the net amount collected to the amounts due according to this Lease. No such collection shall be deemed a waiver of the prohibition herein against assignment or subletting, or as an acceptance of the assignee or occupant as a lawful resident of this Community or of the Premises and in such case, Lessee shall remain liable to Lessor for all provisions of this Lease. Lessor, in its sole discretion, may agree in advance in writing to an assignment or sublease only upon satisfaction of the following conditions: i) receiving and approving, in Lessor's sole discretion, a completed Application from the proposed assignee or subtenant under Lessor's current underwriting criteria; and ii) obtaining a true and accurate copy of a certificate of title vesting ownership in the Manufactured Home to the proposed assignee or subtenant. Lessee may post "for sale" signs on their Manufactured Home, of such size and at such locations as may be reasonably approved by Lessor. Lessee may sell their Manufactured Home without having to first relocate it out of the Community.
  
- **TRANSFER OF LESSOR'S INTEREST:** In the event Lessor sells, assigns or otherwise transfers its interest in their Manufactured Home, Lessor shall notify Lessee of the change of ownership sixty (60) days prior to the date of closing of the sale. Lessee shall continue to be bound by and responsible for this Lease until the obligations and liability of this Lease are assumed in writing by said purchaser, assignee, or transferee, which will require completion and approval of an Application.
  
- **CONDUCT ON THE PREMISES AND IN THE COMMUNITY:**
  - Lessee shall:
    - conduct himself/herself and require other persons on the Premises with the Lessee's permission or who are allowed access to the Premises by the Lessee to conduct themselves in a manner that will not disturb the other tenants' peaceful enjoyment of their Premises or the Community
    - comply with the Community Rules and applicable building and housing codes materially affecting health and safety
    - keep the Premises reasonably safe and clean
    - dispose of all ashes, garbage, rubbish and other waste in a reasonably clean and safe manner
    - keep all plumbing fixtures in the dwelling unit or used by Lessee reasonably clean
    - use all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances in a reasonable manner
    - not deliberately destroy, deface, damage, impair or remove any part of the Community or knowingly permit any person to do so who is on the Premises with Lessee's permission or who is allowed access by the Lessee
  - Lessee shall NOT:
    - engage in criminal conduct
    - behave in a loud or obnoxious manner
    - disturb or threaten the rights, comfort, health, safety or convenience of others in the Community

- disturb Lessor's business operations
- engage in or threaten to engage in violence
- possess a weapon that is prohibited by law
- discharge a firearm in the Community, display a gun, knife or other weapon in a common area in a manner that will threaten or alarm others
- tamper with utilities or telecommunications such as cable television
- bring in to the Community any hazardous materials
- heat the Manufactured Home or unit with a cooktop, oven or space heater
  
- **INSURANCE:** Lessee shall, at all times during the term of this Lease maintain liability insurance policy(s) acceptable to Lessor or participate in the Resident Indemnity Program as set forth in the Lease Indemnification Addendum to this Lease.
  
- **INDEMNIFICATION:** Lessee hereby agrees to indemnify and hold Lessor harmless for any injury or death to any person or damage to any property arising out of the use of the Community by Lessee, Lessee's family, agents, employees, guests or invitees. Lessee is to keep the Manufactured Home and Premises in good and safe condition and notify Lessor immediately of any unsafe or unsanitary conditions in the Community or upon Community property. Lessor shall not be liable to Lessee for any damages arising out of any actions or negligence on the part of any other Community residents or their families, agents, employees, guests or invitees. Lessee agrees to indemnify Lessor, and pay for any damage to property as applicable, for any damages, injuries or death caused by Lessee, Lessee's family, agents, employees, guests or invitees whether such damage, injury or death is: sustained by a Community resident, sustained by a Community resident's family, agents, employees, guests or invitees, occurs to another resident's or anyone else's manufactured home or other property, or occurs to any Community property.
  
- **EMINENT DOMAIN:** In the event any governmental body or agency, or any entity which has the right of eminent domain, takes or condemns all or any part of the Premises, this Lease shall terminate on the date that possession of such property is taken. No part of any award or purchase price made or paid for such a partial or complete taking shall be apportioned to Lessee. Lessee hereby renounces, and assigns to Lessor, any claim, right, title or interest which Lessee might have in any such award or purchase price. Lessor shall, however, have no claim to, nor assignment of, any award or payment to Lessee for the taking, condemnation, or purchase of any personal property belonging to Lessee and removable upon the termination of this Lease.
  
- **AMENDMENTS:** The Lease, along with any Security Deposit Agreement, the Application, the Community Rules, the Lease Indemnification Addendum, and any other Addenda, if applicable, constitutes the entire agreement between Lessee and Lessor. Lessee certifies that no other representations, either written or oral, were made by Lessor or relied on by Lessee as an inducement for the execution of, or as consideration for, this Lease. Lessee acknowledges receipt of a copy of each of the documents above and agrees that such shall not be modified or amended except as may hereafter expressly set forth in writing and executed by the parties or except as may otherwise be provided herein.
  
- **DEFAULT OR TERMINATION:** Lessee shall be in default, which default entitles the Lessor

to terminate this Lease, upon any of the following events occurring:

- Lessee's failure to comply with local, state, or federal laws governing manufactured homes after receiving written notice of noncompliance and having a reasonable opportunity to remedy the violation;
- Lessee engaging in repeated conduct that interferes with the quiet enjoyment of the Community by other residents;
- other than defaults based on the non-payment of rent, illegal activities, breach of the health and safety provision hereof or any other default specifically set forth in this section, noncompliance with a provision of the Lease or Rules and the failure to remedy the violation within fourteen (14) days after written notice from the Lessor;
- failure to pay rent within 5 days of the due date;
- noncompliance with a law or provision in the Lease or Rules affecting the health, safety, or welfare of other residents in the Community or affecting the physical condition of the Community;
- Lessee is determined to have willfully and knowingly made a false or misleading statement in this Lease or in the Application;
- engaging in illegal activities or omissions on the Premises or in the Community; or
- any other reason that applicable law permits as a default or termination event.

In addition, this Lease shall terminate upon the occurrence of the following events:

- if the Community or the part of it affecting the Lessee's lot is taken by eminent domain
- at the end of the term of this Lease or a future term on sixty (60) days' written notice by either Lessee or Lessor
- in accordance with the terms and provisions hereof relating to release of Lessee in the Armed Services

**THE FOLLOWING NOTICE APPLIES IF LESSEE FAILS TO PAY RENT WHEN DUE OR VIOLATES THIS LEASE BY CONDUCTING ILLEGAL ACTS ON THE PREMISES OR IN THE COMMUNITY.**

**IF YOU DO NOT PAY YOUR RENT ON TIME**

This is your notice. If you do not pay your rent within five (5) days of the due date, Lessor can begin the process of having you evicted and there is no obligation for Lessor to provide you a reminder of this notice and you will not get any other notices as long as you live on the Premises. Lessee will also be responsible for a \$125 dispossession fee if the account is not in good standing by the 10<sup>th</sup> day of the month.

**IF YOU CONDUCT ANY ILLEGAL ACTIVITIES**

This is your notice. If you conduct any illegal activities, Lessor can begin the process of having you evicted and there is no obligation for Lessor to provide you a reminder of this notice and you will not get any other notices as long as you live on the Premises.

- **REMEDIES UPON TERMINATION:** Upon termination of this Lease, including by expiration



of this Lease or other reason, Lessee shall vacate the Premises and remove all of Lessee's property pursuant to this Lease. At which time, Lessor shall have the right to possession of the Premises and shall have the right to the payment of all rent and other fees due prior to termination as well as a separate claim for actual damages for breach of the Lease and reasonable attorney fees. If Lessee fails to promptly vacate the Premises, Lessor may institute eviction proceedings and may pursue any other rights and remedies provided by law or equity, including without limitation, injunctive relief, and the right to sell the personal belongings of Lessee by distraint proceedings and apply the proceeds to rent owing Lessor. To the extent permitted by applicable law, Lessor's costs of these actions shall be borne by Lessee, including reasonable attorney's fees.

- **FAILURE TO REMOVE MOBLE HOME 45 DAYS AFTER EVICTION:** If Lessee fails to timely remove Lessee's Manufactured Home within forty-five (45) days after Lessee has been evicted, Lessor may commence the sale of the home in a commercially reasonable sale at public auction. Lessee may post "for sale" signs on their manufactured home, of such size and at such locations as may be reasonably required by Landlord. Lessee may sell their manufactured home without having to first relocate it out of the Community.
- **WAIVERS:** No failure by Lessor to enforce any provision of this Lease after default or breach by Lessee shall be deemed a waiver of Lessor's right subsequently to enforce any and all provisions of this Lease upon any other or further default or breach on the part of Lessee. All remedies contained herein are cumulative and agreed to by the parties without impairing any rights or remedies of Lessor, whether said rights or remedies are herein referred to or not. The obligation of Lessee to pay rent shall not be deemed to be waived, released or terminated by the service of a notice to vacate, notice to terminate, notice of breach, demand for possession, or institution of any legal action against Lessee. Lessor's acceptance of any rent or other sums due shall not be construed as a waiver of any default or breach by Lessee, nor shall such acceptance reinstate, continue or extend the term of this Lease or affect any notice, demand or suit in connection with such Lease. No payment by Lessee or receipt by Lessor of an amount less than the total rental and charges due shall be deemed to be other than on account of the rent and charges due nor shall any endorsement on any check nor any letter accompanying such partial payment be deemed an accord and satisfaction, and Lessor may accept such partial payment without prejudice to Lessor's rights to collect the balance of rent and charges due.
- **LESSOR'S REMEDY FOR EARLY TERMINATION:** Except as provided below in this section, the maximum amount Lessor may recover as damages for Lessee's early termination of this Lease is the greater of i) \$1,000 or ii) an amount equal to the amount of rent that remains outstanding for the remainder of the term of this Lease as of the date of such early termination, plus iii) any other amounts owed according to or provided for in this Lease. If the Lessee's pad site is reoccupied before the 21st day after the date Lessee surrenders the lot, the maximum amount the Lessor may obtain as damages is \$1,000.
- **CONDUCT LIMITATIONS AND NOTICE OF OFFENSES:** Lessor may exclude from the Community persons, guests or others who, in the judgment of the Lessor, have been violating the law, violating this Lease, violating any Community Rules, or disturbing residents or others. Lessee must notify Lessor within fourteen (14) days if Lessee or any occupants are convicted of

any felony, or misdemeanor involving a controlled substance, violence to another person, theft, or destruction of property to the extent required by applicable law, Lessee must also notify Lessor within fourteen (14) days if Lessee or any occupants of the Premises are required to register as sex offenders.

- **CHANGE IN LAND USE:** Notwithstanding any statement in this Lease to the contrary, Lessor may choose not to renew and also terminate this Lease without cost or liability upon a change in land use if, and only if, not later than the one hundred and eightieth (180<sup>th</sup>) day before the date the land use changes, (i) Lessor sends notice to Lessee, and to the owner of the Manufactured Home if the owner is not the Lessee, and to the holder of any lien on the Manufactured Home specifying the date that the land use will change, and informing the Lessee, owner, and lienholder, if any, that the owner must relocate the Manufactured Home; and (ii) Lessor posts in a conspicuous place in the Community a notice stating the land use will change and specifying the date the land use will change. Lessor is required to give the owner and lienholder, if any, the notice required by this section only if Lessor is given a written notice of the name and address of such owner and lienholder.
- **LESSOR'S MAINTENANCE RESPONSIBILITIES:** Lessor shall cause the operation of the Community to: (i) comply with applicable codes, statutes, ordinances, and administrative rules; (ii) maintain all common areas, if any, of the Community in a clean and useable condition; (iii) maintain all utility lines installed in the Community by the Lessor unless the utility lines are maintained by a public utility or a political subdivision; (iv) maintain individual mailboxes for the tenants in accordance with the United States Postal Service regulations, unless mailboxes are permitted to be located on the Premises; (v) maintain roads in the Community to the extent necessary to provide access to the Premises; (vi) provide services (which may be at Lessee's expense) for the common collection and removal of garbage and solid waste from within the Community; and (vii) repair or remedy conditions that materially affect the physical health or safety of tenants in the Community.
- **ATTORNEY'S FEES:** Should either Lessee or Lessor be required to employ legal counsel to enforce the terms, conditions and covenants of this Lease, the prevailing party shall recover all reasonable attorneys' fees incurred therein.
- **PETS:** Unless Community Rules specify otherwise, up to two (2) pets, not exceeding 25lbs each, will be allowed with the prior written approval of the Lessor. Prior to moving into the Community, Lessee must register Lessee's pet(s) with Lessor. No known vicious breeds are allowed in the Community. Lessee must register any new pet with Lessor before moving the pet onto the Premises. All approved pets must be kept in strict accordance with the Community Rules, a copy of which has been furnished to Lessee prior to the execution of this Lease.

Lessees are not permitted to have "outdoor" pets. Approved pets are to be kept indoors at all times except when taken out for nature breaks. While outside, Lessee will keep pets on a leash. No pets may be loose in the Community. Lessee may have his/her pet impounded if loose, be fined by Lessor, or both. In no event may Lessee have Pit Bulls, Rottweilers, Dobermans, German Shepherds or other breeds coming to be a vicious breed.

- **UTILITIES:** Utilities that can be metered by available utility providers must be maintained in Lessee's name, e.g., electricity, and must be so at the beginning of the Lease's term. For utilities that are not available for direct metering to the Lessee, such utilities will be billed back to Lessee monthly (i.e., water/sewer, trash, gas) or will be subject to flat charges as set forth below:

Water/Sewer: \_\_\_\_\_

Trash: \_\_\_\_\_

Gas: \_\_\_\_\_

Electricity: \_\_\_\_\_

When water or other utilities to the Premises are sub-metered, Lessor will read such meters monthly to provide accurate usage back to Lessee. Rates are subject to change based on city and/or county services as applicable.

Lessee acknowledges water is supplied to Lessee through Lessor's own distribution lines and acknowledges, and agrees to pay Lessor for the utilities actually used; quantities and amounts to be determined through Lessor's submetering of the utilities; on a month-to-month basis.

- **MAINTENANCE:** Lessor is responsible for maintaining water service to each individual meter; for maintaining the main sewer lines; and for maintaining any common areas. Lessee is responsible for the water line from the meter to the house; and for the sewer lateral line running from the house to the main. *Lessee is subject to a \$3.95 utility management fee.*
- **COMMON AREAS:** Lessee acknowledges common areas, playground equipment, pools, and any other amenities, if any, are provided by Lessor for Lessee's use and enjoyment. Lessee acknowledges that Lessor has not provided supervision for any area, and Lessee, and Lessee's family, agents, employees, or invitees, expressly assumes responsibility for any death or accident that may occur during or as a result of the use of these areas, items, or facilities by Lessee, and Lessee's family, agents, employees, or invitees. Lessee agrees to hold Lessor harmless for Lessee's, and Lessee's family, agents, employees, or invitees, use or misuse of these areas, items, or facilities and further assumes full responsibility for any accident or death occurring to, or caused by, Lessee, Lessee's family, agents, employees, or invitees.
- **EMERGENCY MAINTENANCE NUMBER:** The telephone number of the person who may be contacted for emergency maintenance is: \_\_\_\_\_.
- **NOTICE:** Lessor's agent for service of process and/or other demands is:  
\_\_\_\_\_.

Other notices related to or provided for according to this Lease may be provided in-person in the Community office or made on-line through the the Tenant Web Access, TWA, portal. Any notice under this Lease or applicable Texas law shall be made by Lessee in writing and delivered as noted above or to the address below. Delivery by mail shall not be considered complete until actual receipt by Lessor or Lessor's agent. Any notices from the Lessor to the Lessee shall be in writing and shall be deemed sufficiently served upon the Lessee when deposited in the mail addressed to the leased Premises, or

addressed to Lessee's last known post office address, or hand delivered or placed in the Lessee's mailbox. If Lessee is more than one person, then notice to one shall be sufficient as notice to all.

- **DISCLOSURE OF OWNERSHIP AND MANAGEMENT:** Lessor is the record title holder to the Community and its address is: P.O. Box 308 Lufkin, Texas 75902. Offsite management for the Community will be provided by Lotus Lane Estates LLC.
  
- **PROPERTY TAXES:** Lessee agrees to pay all property taxes assessed against their Manufactured Home by their original due date and to provide Lessor with written receipt evidencing such payment upon request. Failure to provide such requested receipt will constitute a breach of this Lease.
  
- **MISCELLANEOUS:**
- This Lease shall be governed by the laws of the State of Texas.
- Lessee acknowledges having read and understood all of the terms and provisions of this Lease and agrees to be bound by these terms conditions and .
- All references to "Lessee" herein shall include and mean all occupants of the Manufactured Home as set forth in the Application. The term "Lessor" shall include and refer to the Community Manager or other designated representative of Lessor.
- Time is of the essence of this Lease.
- If Lessor changes the aesthetic standards in the Community at the end of a Lease term or after any renewal, Lessor will give Lessee 30 days' notice before the effective date of the change.
- Lessee shall provide Lessor with a forwarding address at the end of the Lease term for a return of the security deposit.
- The provisions of this Lease shall be severable; if any provision is held invalid or unenforceable by any court of law for any reason whatsoever, the remaining provisions shall not be affected and shall be in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

**EXECUTED** on the date hereinabove written.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT, THE COMMUNITY RULES, THE LEASE INDEMNIFICATION ADDENDUM, AND ANY OTHER APPLICABLE ADDENDA IN DUPLICATE ORIGINALS AS OF THE DATE FIRST WRITTEN ABOVE.

READ THIS LEASE IN ITS ENTIRETY BEFORE SIGNING. PLEASE KNOW THAT CHAPTER 94 OF THE TEXAS PROPERTY CODE OF LAWS GOVERNS CERTAIN RIGHTS GRANTED TO THE LESSEE AND CONTAINS CERTAIN OBLIGATIONS IMPOSED ON THE LESSOR BY LAW.

**LESSEE:**      **LESSOR:**

(signature)

By: \_\_\_ (print name)

(signature)

(print name)