

Creekside on Wire Mobile Home Park
2022-2023 LOT LEASE AGREEMENT

THIS LEASE, made this the ___ day of _____ by and between 3 Star Properties LLC. DBA Creekside Mobile Home Park. hereinafter called Lessor, and _____ hereinafter called Lessee.

WITNESSETH:

Lessor does hereby let and lease to Lessee the following described mobile home lot in Auburn, Lee County, Alabama, to wit:

Lot Number _____ located in Creekside Mobile Home Park I

Year: _____ Size: _____ Make: _____ BR ___ BA ___
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for occupancy by a mobile home to be used as a dwelling by Lessee and his or her immediate family and not otherwise during the term of **12 months**, to wit: From the **1st** day of _____, 202__ to the **31st day** of _____, 202__, and Lessor covenants to keep Lessee in quiet possession of the premises during said term, provided that Lessee shall comply with all of the covenants, conditions, and stipulations of this lease, which include the Creekside Park Rules and Regulations. This lease must be renewed each year no later than _April 1st. If Lessee fails to return the completed lease to the Legacy Homes of Auburn Home Office by _April 1st, of the current year, the Lessee will be fined \$200 per month until the Lot Lease Agreement has been fully executed and submitted to the Creekside Mobile Home Park.

PAYMENT:

Lessee agrees to pay the Lessor **\$270.00** in advance of the first day of each month, said rent being computed at the rate of **\$3240.00** per **term annually**. Checks are to be made payable to Three Star Properties and include the lot number on the check.

A late fee of \$25.00 is charged if any outstanding balances have not been paid by the 5th of the month. An additional \$25.00 late fee will be charged for all outstanding balances not paid by the 15th. Rent that is mailed in must be received prior to the 5th to be considered on time.

There is a maximum occupancy of three (2) residents per lot. In order to compensate for additional water usage, any mobile home with more than 2 tenants will be charged an additional \$25 per month per occupant.

It is agreed that if Lessee shall fail to pay any one of the installments of rent at the date when due or fail to perform and of the provisions of this lease, then, at the election of the Lessor, all of the remaining installments shall at once become due and payable, and Lessor may treat them as due and payable without notice to Lessee. Lessee hereby waives notice of any default of this contract

Lessee agrees to pay a reasonable attorney's fee and all costs incurred by Lessor in the event it becomes necessary for Lessor to employ an attorney to collect any of the rent agreed to be paid or to enforce performance of any of the provisions of this lease agreement, and in the event

that suit is filed or any court proceedings are instituted to enforce any of the provisions of this lease, it is agreed between the parties that such suit or proceeding shall be brought in the appropriate court in Lee County, Alabama. It is further agreed that all parties to this agreement shall accept service in any such suits by registered or certified mail, regardless of where said parties may reside when such suit is brought. Lessee expressly waives all exemptions secured to the Lessee under the laws of Alabama or of any other State, as against the collection of any debt herein or hereby incurred or secured. Lessee hereby further covenants that if any default is made in the payment of said rent or any part thereof, at the time above specified, or if default be made in the performance of any of the covenants or agreements herein contained, this lease, at the option of the Lessor, shall wholly cease and terminate and said Lessor may reenter the said premises and remove all persons and property therefrom; and the Lessee hereby expressly waives the service of any notice of intention to reenter, notice to terminate the tenancy, notice to quit or demand for possession.

Acceptance of rent by the Lessor from any assignee, or successor in interest to the Lessee with or without notice to the Lessor shall not relieve the Lessee from liability to pay the rent or other charges herein provided for.

SUBLEASE:

Lessee agrees not to sublet the premises. Roommates must make an application and be approved. Lessee(homeowners) will not be allowed to rent homes for investment purposes. At least one occupant should be related to Lessee.

LESSOR RESPONSIBILITIES:

Lessor agrees to repair all underground pipes and to relieve stoppage of the same after reasonable notice from the Lessee, if due to natural causes or deterioration, provided, however, that Lessor shall not be responsible for the same if such is caused by carelessness, neglect or improper use by Lessee. Lessee agrees that Lessor shall not be responsible for the repair of such underground pipes or stoppages unless Lessor has been given reasonable notice by Lessee and a reasonable time to cure. In the event that such stoppage is the fault of Lessee, Lessee shall immediately reimburse the Lessor for the costs of repairing or unstopping such pipes. Lessor shall not be responsible for any damage incurred by Lessee for its failure to make such repairs. Lessee agrees to install proper water connections from the water supply to the mobile home and to install a clean-out and access door to the sewage line for the purpose of cleaning out the line.

Lessor reserves the right to, at any time during the term of this lease, increase the lot rent by an amount not to exceed 15% of current monthly rate if deemed necessary due to increase in Lessor's taxes, water rates, garbage collection fees, or other variable costs incurred in the operation of said premises.

Lessor reserves the right, at any time during the term of this lease, to discontinue providing basic cable and/or change cable providers. Lessor also may at any time during the term of this lease add internet service at an additional cost to Lessee.

LESSEE RESPONSIBILITIES:

Lessee agrees to absolve Lessor from personal responsibility in the event the occupant of the premises at the commencement of the term of this lease fails or refuses to surrender to vacate to

Lessee until Lessor has been given a reasonable time to lawfully regain possession of said premises.

The parties agree that this lease is binding upon Lessor, Lessee, their heirs, devisees, legatees, executors, administrators, legal representatives, successors or assigns of the Lessor and Lessee respectively.

The failure of the Lessor to insist upon strict performance of any of the covenants or conditions of this lease or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such covenants, conditions or options but the same shall be and remain in full force and effect.

The Lessee agrees that all personal property placed in the leased premises or in any other portion of the Lessor's property or any place appurtenant thereto shall be at the sole risk of the tenant or the owners thereof and the Lessor shall in no event be liable for the loss, destruction, theft of or damage to such property. Residents are encouraged to secure and appropriate insurance to cover such losses.

The Lessor concedes the Lessee's right to have parties, or a number of guests, but in doing so, shall insist that perfect order prevail, and that boisterous conduct be avoided. A violation of this regulation will, at the option of the Lessor, void this lease.

The Lessor reserves the right to make and enforce such other reasonable rules and regulations as in its judgment may be deemed necessary from time to time to promote the safety, care and cleanliness of the premises and for the preservation of good order herein and Lessee does agree to obey all rules and regulations promulgated by Lessor and agrees that a violation of said rules and regulations will, at the option of Lessor, void this lease.

Lessee understands that Creekside Mobile Home Park observes a **zero tolerance** policy against criminal activity of any kind. In the event that you or your guests participate in criminal activity of any kind, you will be evicted from Creekside Mobile Home Park and the proper law enforcement officials will be contacted.

DEPOSIT:

Lessee is required to make a deposit of **\$270.00**. Said deposit is to be returned to Lessee within 45 working days of the time Lessee surrenders possession of the premises, so long as such surrender is made according to the terms and covenants of this lease.

Lessee is required to fill out a Deposit request form. A Refund request form must be completed and turned into the office WITHIN 30 DAYS OF MOVE OUT. If not received in the office within 30 days of move out . SAID DEPOSIT WILL BE FORFEITED.

Lessee agrees to permit no waste on the property, but on the contrary to take good care of the same; and upon termination of this lease, to surrender possession of the same without notice, in as good condition as at the commencement of the term, or as such may be put in during the term as reasonable use and wear thereof will permit.

It is further agreed that no alterations, repairs, changes or improvements of any type or character are to be made in or to the premises hereby leased, without the consent in writing of the Lessor, except such as are necessary for the proper care and maintenance of the premises in an emergency.

It is agreed that any Lessee wishing to move their home from Creekside Mobile Home Park must give management a 30-day notice and must pay a \$350.00 moving deposit. This deposit will be refunded within 7 days from the date of management's approval that the vacated lot has been raked clean of all debris.

PETS:

OUTSIDE PET:

1. Only 2 dogs will be allowed as an outside pet.
2. Dogs must be kept in an black chain link pen.
3. Dogs must be at least one-year-old.
4. Tenants must pay a non-refundable pet fee of \$200.00 for an outside dog pen, which cannot exceed 12'x15', and must be placed upon management's approval.

It is agreed that no pets will be kept on the premises herein leased unless provision is made in writing with the Lessor, which requires that a Pet Addendum and applicable fees be paid in full.

Further information regarding pets can be located in the Creekside Mobile Home Park Rules and Regulations.

It is further agreed that no fencing will be allowed on the premises other than above ground chain link fencing, which must be approved in advance by the manager. Any other nonconforming fencing must be taken down upon the sale or removal of the mobile home.

ABANDONMENT:

It is agreed that if the leased premises shall be abandoned or become vacant during the term of this lease without the Lessee having paid in full the rent of the entire time then and in such case the Lessor shall have the right at its option to take possession of the leased premises and to let the same as the agent of the Lessee and apply the proceeds received from such letting towards the payment of the rent due by Lessee under this lease and such re-entering and re-letting shall not discharge the Lessee from liability for rent or other charges, nor from any other obligations under the terms of this lease; or at the option of the Lessor the rent for the entire term shall at once become due and payable and the Lessor may proceed to the collection of rent for the entire term as if by the terms of this lease the entire rent for the entire term should be made payable in advance, or the Lessor may at its option re-enter the leased premises and annul and terminate this lease. These provisions, however, are not to be construed as limiting the Lessor's legal rights but are in addition to such existing rights..

EVICTION:

If at any time management finds that the owner and/or occupant(s) of the home have been charged or convicted of a misdemeanor or a felony, they will be banned from Creekside Mobile Home Park within 48 hours. Additionally, management reserves the right to remove any guest from the premises at any time.

Any mobile home not maintained in a structurally sound or cosmetically neat condition shall be just cause for eviction, based on the Creekside Mobile Home Park Rules and Regulations. Lessor has the right to refuse renewal of the lessee's lease agreement for the upcoming lease year.

Any homeowner with a delinquent balance exceeding sixty (60) days will be subject to a thirty (30) day eviction at the homeowner/Lessee's expense.

LEASE RENEWAL:

It is hereby expressly agreed that Lessee will give a minimum of sixty (60) days written notice before expiration of this lease as to Lessee's intention to renew lease or to vacate premises at end of the lease. **Is it agreed that if Lessee has not given proper notice to vacate and has refused or otherwise failed to sign the lease, Lessor may at its option evict Lessee or allow Lessee to be considered as "holding over" in a new lease period, in which event Lessee will be bound as if by a lease. If Lessor is not notified in writing at least sixty (60) days in advance of the intent to move the mobile home and if the mobile home is not moved on or before May 1st of the current year, Lessee must pay the entire lease term in advance. Lessor will attempt to rent said lot with due diligence and upon renting said lot will refund to Lessee any unused portion of rent for the remaining rental term.**

If any clause or part of this lease is ruled invalid, the remaining parts of the lease shall remain in full force and effect. Lessor reserves the right to make and enforce amendments to the lease and rules at any time after first giving written or verbal notice to Lessee.

FACILITIES AND MAINTENANCE FEE:

Each lot is to be assessed an annual \$150.00 Facilities and Maintenance Fee, which is due upon submission of this Lot Lease Agreement. Overall, this fee will be applied to the overall improvement of current amenities and addition of future amenities, establishing a higher standard of residency for tenants of Creekside Mobile Home Park.

Upon the signing of this lease, Lessee agrees to abide by all Creekside Mobile Home Park Rules and Regulations. Lessee also agrees to obtain the most current copy of Creekside Mobile Home Park Rules and Regulations, which is to be accessed on the Creekside mobile Home Park website: www.legacyhomesauburn.com

IN WITNESS WHEREOF, Lessor and Lessee have hereunto set their hands and seals on the date first written above.

3 Starr Properties Investment dba Creekside
Mobile Home Park

Owner/Lessee Signature

by: _____
Lessor

Owner/Lessee Address

Owner/Lessee Phone #

Owner/Lessee Email Address

Occupant #1 _____
Phone # _____
Email Address _____

Occupant #2 _____
Phone # _____
Email Address _____

Occupant #3 _____
Phone # _____
Email Address _____