

Residential Site Lease

- 1. Lease.** This is a lease (the "lease") for **12** months (the "lease Term"), beginning on **(Lease Start Date)**, and ending on **(Lease End Date)**, between Indian Creek MHP, LLC (the "Landlord") and,

Full Name of Tenant

Date of Birth

Full Name of Tenant

Date of Birth

Full Name of Tenant

Date of Birth

(The "Tenant(s)") for the lease of a manufactured home site, 4 (the "Leased Property") in Indian Creek MHP, LLC (hereafter the "Community"). All persons who will occupy the property must be identified on this Lease as either a Tenant(s) or Occupant(s). All persons over 18 years of age must sign this Lease as a Tenant and will be individually liable for the financial obligations under this Lease. All other persons, **under 18 years of age** will be considered Occupants.

Full Name of Occupant

- 2. Property Leased.** Landlord leases to the Tenant(s) home site: 4, with an address of 123 Main St. Space 4, Garner, NC 27529, in Indian Creek MHP, LLC.
- 3. Rent Payments.** Tenant(s) shall pay rent for the Leased Property in monthly installments of **(Site Rent Amount)** plus any applicable taxes, fees and any other charges of any kind whatsoever, on the first day of each month at the Community office, unless another location is specified by Landlord. Such rent payments may be adjusted with 30 days prior written notice for periodic home site rent increases, pass on, pass through and any other charges of any kind whatsoever attributable to the home site, and shall automatically become a part of the of this Lease. The Tenant must send or pay in person, the rent to Indian Creek MHP, LLC at 1113 Indian Creek Trail, Garner, NC 27529. If rent is not paid in full and received on or before 5 pm on the 5th of the month, the Landlord may charge a late rent fee, as additional rent, **, in the amount of the greater of \$15.00 or 5% of the monthly rent.** The rent shall be prorated on the first month of occupancy, based upon the month rental rate divided by 30 days.

Upon each annual anniversary date of this Lease, the Landlord may raise the amount of the rent and any other fees and charges by giving a 30 days written notice in accordance with the terms of this lease to the Leaseholder prior to the annual anniversary date, unless Tenant advises Landlord in writing at least 30 days prior to the expiration of the current annual term that Tenant intends to vacate the premises and not enter into a new Lease. This Lease is for a distinct term and will expire at the end of the Lease Term. The Landlord may authorize the renewal of the lease upon the expiration of the term, and at that time may enter in to a new Lease for a term to be negotiated and at a rental amount, including any fees and charges agreed to between the parties.

At the end of the Lease Term, unless this Lease is renewed for an additional term, this lease shall convert to a month-to-month duration under the original lease conditions. Rent payments will continue to be due in full on the first of each month.

Residential Site Lease

The following charges and fees comprise additional rent for the use and occupancy of the Leased Property:

Utilities. Tenant(s) shall pay all charges for hook-up, connection, and deposit for utility services to the Premises during the Lease Term. The Tenant shall be responsible for monthly utility service for all utilities to be provided to the home, except as otherwise listed below, which utilities are included as paid within the monthly rental payment:

[None] _____

Fees.

Late Fee:	The greater of \$15.00 or 5% of the monthly rent
NSF Fee:	\$35.00
Pet Fee:	\$200.00 non-refundable
Pet Rent Fee:	\$10 per pet, per month
Additional vehicle:	\$25.00 per vehicle over 2
Violation Fee:	\$150
CAM Fee:	\$80.00
Other Fee:	None

Community Amenity Maintenance (CAM) Fee: A community amenity maintenance fee is paid by tenants monthly to cover costs of community amenities and monthly landscaping maintenance.

4. Method of Payment. All rent payments must be by valid check, money order, cashiers or other official bank check. Cash in not accepted to protect Tenant(s) payments. Representatives of the Landlord are required to provide a computer-generated receipt with a unique receipt number for every payment tendered by the Leaseholder. If any representative of the Landlord requests payment in cash or offers to provide a receipt other than a computer-generated receipt, the Leaseholder agrees to report this to the customer care line of the Landlord at: **951-262-3575**.

5. Security and Other Deposits. In addition to the Rent Payments described above, Tenant(s) shall pay the following:

Type of Deposit:	Amount:
Security Deposit	\$(Equivalent to one month rent)
Pet Deposit	\$0

6. Utility Services. Tenant(s) must maintain and repair, if necessary, all water, gas, electrical and sewer connections within the home and shall be responsible for any malfunction occurring between the point of connection and the manufactured home, if perceived as caused by the Tenant(s), occupant, or Tenant's guests or family. The "point of connection" is defined as follows for each such utility: (i) for water: from and including the meter (ii) for gas:

Residential Site Lease

at Tenants' side of the meter on multi-user tanks (individual tanks and connections are the responsibility of the applicable Tenant(s)); (iii) for electric; from and including the meter and pedestal; and (iv) for sewage: from the manufactured home up to and including the connection point at the septic tank (if applicable) or main line. If a malfunction is reported with respect to any gas, electrical, water and/or sewage connection, Landlord reserves the right to inspect said malfunction. If said malfunction is perceived or found to be the responsibility of Tenant(s) and Landlord is unable to contact Tenant(s) with respect to same, Landlord may (but shall not be obligated to) repair the same and/or arrange for a stoppage of service and bill Tenant(s) for Landlord's costs.

7. **Use of the Premises.** Tenant(s) may use the manufactured home site only for residential purposes. Leaseholder shall obey, and require anyone on the Premises to obey, all laws and any restrictions that apply to the Premises, including the Prospectus and/or Rules and Regulations for the community. Leaseholder(s) agree that they have read and understand the Rules and Regulations and agrees to abide by them.

X Initial: _____

X Initial: _____

X Initial: _____

X Initial: _____

Tenant(s) and occupants may not build or add external improvements to the manufactured unit or to the home site unless Landlord first agrees in writing to the building or improvements. **All building or improvements must conform to the Home Standard requirements in the Rules and Regulations.** Any such work shall be in accordance with all local and state construction requirements, including permits that must be obtained by the Tenant(s) and posted on site. Tenant(s) must not allow the land or improvements to become subject to any mortgage, security agreement, pledge or mechanics, laborer's or material men's liens.

X Initial: _____

X Initial: _____

X Initial: _____

X Initial: _____

Tenant(s) shall not keep any dangerous or flammable items or environmental hazards on the Premises without Landlord's consent.

Tenant(s) must act, and require all other persons on the premises to act, in a manner that does unreasonably disturb any neighbors or constitute a breach of the peace.

8. **Tenant Vehicles.** Tenant must register all vehicles regularly kept in the Community, and all such vehicles must have valid, current license plates, or be subject to towing from the Community at the tenant's sole expense. All vehicles owned or regularly used by Tenant as of the date Tenant signs this Lease must be listed below:

Residential Site Lease

Make Model Year:	License Plate Number:
Make Model Year:	License Plate Number:

- 9. Premises Maintenance.** Tenant must maintain the manufactured home and home site in accordance with the Rules and Regulations, this Lease, and state and local government codes, ordinances and regulations, including but not limited to the purchasing of annual licensing, registration and tag fees. If necessary, Tenant must also upgrade the home site to the quality standards set forth in the Rules and Regulations and local codes, ordinances and regulations, as amended from time to time. If Tenant fails to do any improvement or maintenance work required by this Lease, Landlord may notify Tenant in writing that the work must be done. If Tenant does not do the work within the time specified after receiving such written notice, in addition to any other rights provided heron or by law, Landlord may do the work and charge Tenant for the reasonable costs thereof which shall become part of the rent due hereunder. Landlord shall advise Tenant in writing of any surcharge.

Tenant is responsible during the course of the Lease, for all maintenance and repairs, of any type whatsoever, to both the interior and exterior of the mobile home.

X Initial: _____

X Initial: _____

X Initial: _____

X Initial: _____

- 10. Emergency Maintenance Work.** If emergency maintenance work is required to respond to an immediate danger to Community facilities or to the health or safety of other residents, Landlord may do the work and charge the reasonable costs to the Tenant as a fee or charge under this lease.
- 11. Surrender of Property.** At the expiration or termination of this Lease, unless Tenant enters into a new Lease term with Landlord, Tenant shall surrender the home site in good condition, order and repair, subject only to reasonable wear and tear resulting from the proper use thereof. At such time, Tenant shall pay to Landlord the cost of all repairs and replacements to the home site that are the result of excess wear and tear, based upon the Landlord's rating of the then-condition of the home site. "Excess wear and tear" in includes but is not limited to, tears, breakage, water damage, mold infestations, pet damage, damage to surfaces, and failure to keep the home site clean. If Tenant vacates the Community and leaves behind personal property which remains on the premises for 24 hours after vacating the Community, without Landlord's prior written permission, Landlord may consider the property abandoned and may possess, remove the property and dispose of it in any manner that Landlord determines in its sole discretion.

Residential Site Lease

- 12. Subletting and Assignment.** Tenant may not sublet the Premises or assign or transfer this Lease or any interest in this Lease, the home site to anybody without Landlord's prior written permission. Tenant does not have to inform Landlord of overnight visitors or other short-term guests who stay one overnight stay or for less than 24 hours. Any persons, visitor or guest staying longer than that time shall register with the office. Any person so listed may be investigated for criminal and other background information and may not be allowed to remain on the premises subject to that background investigation.
- 13. Binding Nature of this Lease and Acceleration of Rent Due Upon Default.** This Lease shall be binding upon, and inure to the benefit of, Tenant and Landlord throughout the entire term of this Lease, regardless of whether Tenant move out of the Community and/or abandons the home site. Tenant will remain responsible for payment of all rent due hereunder during the entire term of the Lease. Failure to pay rent due under this Lease, shall be a default under this Lease and the Landlord may accelerate the rent due and immediately claim all sums due for the term of the Lease as payable on demand.
- 14. Notices.** Unless a written notice, compliant or demand to or posted on the Premises or mailed by registered or certified mail, postage prepaid to the Premises.
- 15. Rules and Regulations and statements of Policy.** The Rules and Regulations are an integral part of this Lease and are deemed included as terms and conditions of the Lease. Violation of the Rules and Regulations will be considered a breach of this Lease. The Rules and Regulations may be amended from time to time, in the Landlord's discretion, in order to better serve the Tenant and the community. Any change or amendment to the Rules and Regulations will be provided in writing to the Tenant at least 30 days prior to becoming effective in the Community, except for changes or amendments required to be implemented immediately due to governmental requirements or circumstances that in the discretion of the Landlord require immediate implementation. Those changes or amendments will be provided to the Tenant in writing and the effective date stated in the notice.
- 16. Termination of Lease by the Resident.** After the lease term ends, and this lease is on a month-to-month duration, if the Resident wants to end the Lease, the Resident must notify the Landlord in writing 60 days in advance. This Lease and the Resident's obligation to pay rent will end with the 60 days has passed after the date of the notification even if the Resident moves out of the mobile home park earlier.
- 17. Attorney's Fees.** Should any litigation or administrative proceeding be commenced between the parties hereto concerning this Lease, to enforce the terms of this Lease or the rights and duties of either party in relation thereto, the party prevailing in such litigation or proceeding shall be entitled, in addition to such other relief as may be granted, to recover its reasonable attorney's fees, litigation related expenses, and court costs in such litigation or proceeding.

Residential Site Lease

18. Tenant Certificate. I/We have received a complete copy of and have read and fully understand this Lease, and the Rules and Regulations, which I/we find to be reasonable, and I/we agree to abide by all provision thereof.

I/We represent and warrant to Landlord that the information set forth on our application for residency and the last page of this Lease is true, complete and correct as of the date set forth below, and I/we agree that any error or omission regarding sure information shall make this Lease void. I/We further agree to update such information as necessary to keep the same true, complete and correctly at all times thought the term of this Lease. This Lease has been executed by the parties on the dated indicated below.

Tenant

Date

Tenant -

Date

Tenant

Date

By

Date

Residential Site Lease

ACKNOWLEDGEMENT, RELEASE AND INDEMNITY AGREEMENT

I am giving this Acknowledgement, Release and Indemnity Agreement to and for the benefit of Indian Creek MHP, LLC ("LLC") and Riverstone Communities of the property located at 1113 Indian Creek Trail, Garner, North Carolina 27529 and commonly known as Indian Creek MHP ("Property").

I, the undersigned, affirm, acknowledge and agree as follows:

1. I have a pet that will live with me while I reside at the Property. My pet is a (describe the animal here – include breed(s) if it's a dog) (Test copy sample: Dog Pug.)
2. I affirm and assert that my pet is not aggressive and has never exhibited any aggressive behavior towards people.
3. I affirm and assert that my pet has never bitten or injured a person or other animal.
4. If my pet exhibits any aggressive behavior or bites or injures any people or animals while I reside at the Property, I will immediately notify the Manager of this behavior.
5. I will also notify Manager in writing if I obtain another or different pet.
6. I agree to follow all rules and regulations established by Owner and Manager with respect to my pet.
7. I agree to release, hold harmless and indemnify Owner, and Manager and their respective affiliates, shareholders, partners, officers, directors, employees, agents, successors or assigns from and against any and all claims or demands, costs or expenses arising out of or in any way related to my pet including, but not necessarily limited to, any personal injuries, property damage or other losses which may be caused by my pet.

Residential Site Lease

I certify that the foregoing is true and correct.

Signature: _____
Name Printed: _____

Date: _____

Signature: _____
Name Printed _____

Signature: _____
Name Printed _____

UNEXERCISED OPTION SUBCLASS ADDENDUM

This ADDENDUM is made a part of, and is incorporated into, the lease attached hereto.

A Final Order and Judgment was entered in a case styled *Rodriguez et al. v. Riverstone Communities, LLC et al.* (Eastern District of North Carolina; 5:21-cv-00486-D), which approved a class-wide Settlement Agreement. Tenant(s) are the members of an "Unexercised Option Subclass Household" (as defined in the Settlement Agreement). This Addendum is intended to clarify certain of Landlord obligations as set forth in the Settlement Agreement.

Notwithstanding anything to the contrary in the attached lease (or the Rules and Regulations incorporated therein), Landlord will make the repairs, and perform the maintenance, that is required of landlords under N.C. Gen. Stat. § 42-42, a copy of which is attached hereto.

TENANT(s):

Date: _____

Date: _____

Date: _____

Date: _____

LANDLORD:

Date: _____

West's North Carolina General Statutes Annotated
Chapter 42. Landlord and Tenant
Article 5. Residential Rental Agreements

N.C.G.S.A. § 42-42

§ 42-42. Landlord to provide fit premises

Effective: October 1, 2022

[Currentness](#)

(a) The landlord shall:

(1) Comply with the current applicable building and housing codes, whether enacted before or after October 1, 1977, to the extent required by the operation of such codes; no new requirement is imposed by this subdivision (a)(1) if a structure is exempt from a current building code.

(1a) Comply with all applicable elevator safety requirements in [G.S. 143-143.7](#).

(2) Make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition.

(3) Keep all common areas of the premises in safe condition.

(4) Maintain in good and safe working order and promptly repair all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances supplied or required to be supplied by the landlord provided that notification of needed repairs is made to the landlord in writing by the tenant, except in emergency situations.

(5) Provide operable smoke alarms, either battery-operated or electrical, having an Underwriters' Laboratories, Inc., listing or other equivalent national testing laboratory approval, and install the smoke alarms in accordance with either the standards of the National Fire Protection Association or the minimum protection designated in the manufacturer's instructions, which the landlord shall retain or provide as proof of compliance. The landlord shall replace or repair the smoke alarms within 15 days of receipt of notification if the landlord is notified of needed replacement or repairs in writing by the tenant. The landlord shall ensure that a smoke alarm is operable and in good repair at the beginning of each tenancy. Unless the landlord and the tenant have a written agreement to the contrary, the landlord shall place new batteries in a battery-operated smoke alarm at the beginning of a tenancy and the tenant shall replace the batteries as needed during the tenancy, except where the smoke alarm is a tamper-resistant, 10-year lithium battery smoke alarm as required by

subdivision (5a) of this subsection. Failure of the tenant to replace the batteries as needed shall not be considered as negligence on the part of the tenant or the landlord.

(5a) After December 31, 2012, when installing a new smoke alarm or replacing an existing smoke alarm, install a tamper-resistant, 10-year lithium battery smoke alarm. However, the landlord shall not be required to install a tamper-resistant, 10-year lithium battery smoke alarm as required by this subdivision in either of the following circumstances:

a. The dwelling unit is equipped with a hardwired smoke alarm with a battery backup.

b. The dwelling unit is equipped with a smoke alarm combined with a carbon monoxide alarm that meets the requirements provided in subdivision (7) of this section.

(6) If the landlord is charging for the cost of providing water or sewer service pursuant to [G.S. 42-42.1](#) and has actual knowledge from either the supplying water system or other reliable source that water being supplied to tenants within the landlord's property exceeds a maximum contaminant level established pursuant to Article 10 of Chapter 130A of the General Statutes, provide notice that water being supplied exceeds a maximum contaminant level.

(7) Provide a minimum of one operable carbon monoxide alarm per rental unit per level, either battery-operated or electrical, that is listed by a nationally recognized testing laboratory that is OSHA-approved to test and certify to American National Standards Institute/Underwriters Laboratories Standards ANSI/UL2034 or ANSI/UL2075, and install the carbon monoxide alarms in accordance with either the standards of the National Fire Protection Association or the minimum protection designated in the manufacturer's instructions, which the landlord shall retain or provide as proof of compliance. A landlord that installs one carbon monoxide alarm per rental unit per level shall be deemed to be in compliance with standards under this subdivision covering the location and number of alarms. The landlord shall replace or repair the carbon monoxide alarms within 15 days of receipt of notification if the landlord is notified of needed replacement or repairs in writing by the tenant. The landlord shall ensure that a carbon monoxide alarm is operable and in good repair at the beginning of each tenancy. Unless the landlord and the tenant have a written agreement to the contrary, the landlord shall place new batteries in a battery-operated carbon monoxide alarm at the beginning of a tenancy, and the tenant shall replace the batteries as needed during the tenancy. Failure of the tenant to replace the batteries as needed shall not be considered as negligence on the part of the tenant or the landlord. A carbon monoxide alarm may be combined with smoke alarms if the combined alarm does both of the following: (i) complies with ANSI/UL2034 or ANSI/UL2075 for carbon monoxide alarms and ANSI/UL217 for smoke alarms; and (ii) emits an alarm in a manner that clearly differentiates between detecting the presence of carbon monoxide and the presence of smoke. This subdivision applies only to dwelling units having a fossil-fuel burning heater, appliance, or fireplace, and in any dwelling unit having an attached garage. Any operable carbon monoxide detector installed before January 1, 2010, shall be deemed to be in compliance with this subdivision.

(8) Within a reasonable period of time based upon the severity of the condition, repair or remedy any imminently dangerous condition on the premises after acquiring actual knowledge or receiving notice of the condition. Notwithstanding the landlord's repair or remedy of any imminently dangerous condition, the landlord may recover from the tenant the actual and reasonable costs of repairs that are the fault of the tenant. For purposes of this subdivision, the term "imminently dangerous condition" means any of the following:

- a. Unsafe wiring.
- b. Unsafe flooring or steps.
- c. Unsafe ceilings or roofs.
- d. Unsafe chimneys or flues.
- e. Lack of potable water.
- f. Lack of operable locks on all doors leading to the outside.
- g. Broken windows or lack of operable locks on all windows on the ground level.
- h. Lack of operable heating facilities capable of heating living areas to 65 degrees Fahrenheit when it is 20 degrees Fahrenheit outside from November 1 through March 31.
- i. Lack of an operable toilet.
- j. Lack of an operable bathtub or shower.
- k. Rat infestation as a result of defects in the structure that make the premises not impervious to rodents.
- l. Excessive standing water, sewage, or flooding problems caused by plumbing leaks or inadequate drainage that contribute to mosquito infestation or mold.

(b) The landlord is not released of his obligations under any part of this section by the tenant's explicit or implicit acceptance of the landlord's failure to provide premises complying with this section, whether done before the lease was made, when it was made, or after it was made, unless a governmental subdivision

imposes an impediment to repair for a specific period of time not to exceed six months. Notwithstanding the provisions of this subsection, the landlord and tenant are not prohibited from making a subsequent written contract wherein the tenant agrees to perform specified work on the premises, provided that said contract is supported by adequate consideration other than the letting of the premises and is not made with the purpose or effect of evading the landlord's obligations under this Article.

Credits

Added by Laws 1977, c. 770, § 1. Amended by Laws 1995, c. 111, § 2, eff. Jan. 1, 1996; S.L. 1998-212, § 17.16(i), eff. Jan. 1, 1999; S.L. 2004-143, § 3, eff. Aug. 1, 2004; S.L. 2008-219, § 2, eff. Jan. 1, 2010; S.L. 2009-279, § 3, eff. Oct. 1, 2009; S.L. 2010-97, § 6(a), eff. July 20, 2010; S.L. 2012-92, § 1, eff. Dec. 31, 2012; S.L. 2022-56, § 2, eff. Oct. 1, 2022.

Notes of Decisions (78)

N.C.G.S.A. § 42-42, NC ST § 42-42

The statutes and Constitution are current through the end of the 2023 Regular Session of the General Assembly, subject to changes made pursuant to direction of the Revisor of Statutes.

End of Document

© 2024 Thomson Reuters. No claim to original U.S.
Government Works.