

## MOBILE HOME LOT LEASE AGREEMENT

This Lease Agreement ("Lease") is entered by and between Noble Estates, LLC ("Landlord") and \_\_\_\_\_ ("Tenant") on \_\_\_\_/\_\_\_\_/\_\_\_\_. Landlord and Tenant may collectively be referred to as the "Parties." This Lease creates joint and several liability in the case of multiple Tenants.

WITNESSETH:

That in consideration of the mutual agreements herein contained, Landlord and Tenant hereby agree and covenant to and with each other as follows:

### 1. Leased Premises; Term of Lease; etc.

**1.1 Leased Premises.** Landlord leases to Tenant, and Tenant rents from Landlord, the manufactured home space located at: 10301 US Highway 77, Lot \_\_\_\_\_, Lexington, OK 73051 (the "Premises") to Tenant.

**1.2 Original Term.** This Lease shall commence on \_\_\_\_/\_\_\_\_/\_\_\_\_ and, unless sooner terminated pursuant to law or pursuant to any of the terms hereof, shall continue 6 months (the "Lease Term").

**1.3 Renewal Term.** Upon expiration of this primary term, this Agreement shall automatically renew month-to-month unless either party gives written notice of termination at least 30 days before the Lease Contract term or renewal period ends, or unless all parties sign another Lease Contract.

**1.4 Use of Premises and Application Approval.** A Rental Application ("Application") must be approved by Landlord before Tenant shall have the right to use or occupy the Premises. Only those persons listed in said Application shall be permitted to occupy the Premises. Tenant shall use the Premises as a residence only, and for no other purpose. The Premises shall not be used to carry on any type of business or trade, unless Tenant has received the prior written consent of the Landlord. Tenant will comply with all laws, rules, ordinances, statutes and orders regarding the use of the Premises.

**1.5 Inspection of Premises.** Tenant or Tenant's agent has inspected the Premises and the grounds, building and improvements and acknowledges that: (i) the Premises are in good and acceptable condition and are habitable; and (ii) the grounds are in good and acceptable condition. If, in Tenant's opinion, the condition of the Premises has changed at any time during the Lease Term, Tenant shall promptly provide reasonable notice to Landlord.

**1.6 Occupants of Premises.** Tenant agrees that no more than \_\_\_ persons may reside on the Premises, unless Tenant has received the prior written consent of the Landlord.

### 2. Rent Payments; Late Fees.

**2.1 Rent.** Tenant shall pay to Landlord during the Lease Term as rent for the Premises the amount of **TWO HUNDRED THIRTY FIVE & 00/100 (\$235.00)** ("Rent") each month in advance on the **first day** of each month. Tenant's right to possession of the Premises is expressly contingent upon the prompt and timely payment of rent and other charges due hereunder, and the use of the Premises by Tenant is obtained only on the condition that such sums are promptly and timely paid. Tenant shall pay promptly all sums other than rent pursuant to the provisions of this Agreement within 7 days following Landlord's delivery of a statement of account therefore. Monies received by Landlord from Tenant 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 Tenant. After such past due amounts have been paid, the remainder of any monies received by Landlord from Tenant shall be applied to past due rent, then to current rent.

**2.2 Manner of Payment.** The Rent, and all other sums payable by Tenant to Landlord under this Lease, shall be payable in lawful money of the United States of America (except cash) and shall be paid to Landlord and Landlord's address, at 10301 US Highway 77, Lot 500, Lexington, OK 73051, or at any other address designated by Landlord.

**2.3 Late Fees.** If any amounts due under the Lease are more than 5 days late, Tenant agrees to pay a late fee of **THIRTY FIVE DOLLARS & 00/100 (\$35.00)**.

**2.4 Insufficient Funds.** Tenant agrees to pay the charge of **TWENTY FIVE & 00/100 (\$25.00)** for each check provided by Tenant to Landlord that is returned to Landlord for lack of sufficient funds or for any other reason.

### 3. Security Deposit.

**3.1 Security Deposit.** On execution of this Lease, Tenant shall deposit with Landlord, in trust, a security deposit of **TWO HUNDRED THIRTY FIVE & 00/100 (\$235.00)** (the "Deposit"), as security for the performance of Tenant's obligations under this Lease. Landlord may (but shall have no obligation to) use the Deposit or any part thereof to cure any breach or default of Tenant under this Lease, or to compensate Landlord for any damage as it incurs as a result of Tenant's failure to perform any of Tenant's obligations hereunder. Landlord is not limited to the Deposit to recoup damage costs, and Tenant remains liable for any balance. Tenant shall not apply or deduct any portion of the Deposit from any month's rent, including the last month of the rental term. Tenant shall not use or apply the Deposit in lieu of payment of Rent. If Tenant breaches any terms or conditions of this Lease, Tenant shall forfeit the Deposit, as permitted by law.



**3.2 Return of Deposit.** In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this Lease, the Deposit shall be returned to Tenant after the date fixed as the end of the Lease and after delivery of entire possession of the Premises to Landlord. After Tenant vacates the leased premises, a final cleaning of the leased premises shall be performed by Landlord or Landlord's agents or employees, if determined by Landlord, in Landlord's sole and absolute discretion, to be necessary to restore the leased premises to their pre-lease condition. It is expressly understood, acknowledged and agreed that the cost of such final cleaning shall be deducted from Tenant's Security Deposit.

#### **4. Default.**

**4.1 Event of Default.** If Tenant defaults in fulfilling any of the covenants of this Lease, Tenant shall be in default of this Lease. Then, in any one or more of such events, subject to any statute, ordinance or law to the contrary, and upon Landlord serving a written five (5) days notice upon Tenant specifying the nature of said default and upon the expiration of said five (5) days, if Tenant does not cure a default of which he has been notified, or if the default cannot be completely cured or remedied in seven days, Landlord may at Landlord's option: (i) cure such default and add the cost of such cure to Tenant's financial obligations under the Lease; or (ii) declare Tenant in default and terminate the Lease.

**4.2 Physical Remedies.** If the notice provided for in Section 4.1 has been given, and the term shall expire as noted, or if Tenant shall make default in the payment of Rent, then Landlord may without notice, as permitted by law, re-enter the Premises either by force or otherwise, dispossess Tenant by summary proceedings or otherwise, and retake possession of the Premises. Tenant hereby waives the service of notice of intention to re-enter or institute legal proceedings to that end.

**4.3 Financial Remedies.** In the event of any default, re-entry, expiration and/or dispossession by summary proceedings or otherwise, (i) the Rent shall become due thereupon and be paid up to the time of such re-entry, dispossession or expiration, together with such expenses Landlord may incur for legal expenses, attorneys' fees, brokerage, and/or putting the Premises in good order; (ii) Landlord may re-let the Premises or any part or parts thereof; and/or (iii) Tenant shall also pay Landlord liquidated damages for his failure to observe and perform the covenants in this Lease. Landlord may, at his sole option, hold Tenant liable for any difference between the Rent payable under this Lease during the balance of the Lease Term, and any rent paid by a successive Tenant if the Premises are re-let. In the event that after default by Tenant Landlord is unable to re-let the Premises during any remaining term of this Lease, Landlord may at his option hold Tenant liable for the balance of the unpaid Rent under the Lease for the remainder of the Lease Term.

**4.4 Release of Tenant.** In the event that Tenant is now or becomes (except for voluntary enlistment) a member of the Armed Forces of the United States on active duty and receives change-of-duty orders to depart the local area, or is relieved or discharged from active duty, then Tenant may terminate this Agreement by giving Landlord thirty (30) days written notice, provided that Tenant is not otherwise in default or breach. In such event Tenant agrees to furnish Landlord a certified copy of such official orders which warrant termination of this Agreement: it is expressly provided, however, that orders authorizing base housing shall not constitute change-of-duty orders warranting termination by Tenant. Tenant shall not be released from this Agreement for any other reason.

**4.5 Termination:** Resident's right to occupancy shall terminate or may be terminated as follows: (a) at the end of the term of this Agreement on thirty (30) days' written notice by either Tenant or Landlord, (b) at any time Tenant shall be in default on or in breach of any provision of this Agreement (or the other documents incorporated herein and made a part hereof by reference) upon three (3) days' written notice of such breach or default given by Landlord, (c) in accordance with the terms and provisions hereof relating to eminent domain, (d) in accordance with the terms and provisions hereof relating to release of Tenant, or (e) at such other time as may be agreed to by the parties hereto in writing. When resident's right of occupancy is terminated, Tenant shall pay all rental or other sums due or owed to Landlord and shall peacefully surrender possession of the Premises and remove all Tenant's property pursuant to this Agreement; failure to do so shall be deemed a breach of this Agreement.

#### **5. Quiet Enjoyment.**

**5.1 Quiet Enjoyment.** Landlord covenants and agrees with Tenant that upon Tenant paying Rent, and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed under this Lease, Tenant may peaceably and quietly enjoy the Premises, subject nonetheless to the terms and conditions of this Lease.

#### **6. Assignment and Subletting.**

**6.1 Assignment.** Tenant expressly covenants that it shall not assign or sublease any interest in this Lease without prior written consent of the Landlord, which consent shall not be unreasonably withheld. Any assignment or sublease without Landlord's written prior consent shall, at Landlord's option, terminate this Lease. No assignment, underletting, occupancy or collection shall be deemed a waiver of the provisions of this Lease, the acceptance of the assignee, undertenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant in this Lease.

#### **7. The Premises: Possession; Treatment; etc.**

**7.1 Possession and Surrender.** Tenant shall be entitled to possession of the Premises on the first day of the Lease Term, and Tenant shall not be obliged to accept possession of the Premises prior to the first day of the Lease Term. At the expiration of the Lease Term, Tenant shall peaceably surrender the Premises and the Furnishings to Landlord or Landlord's agent in good condition, as it was at the commencement of the Lease, subject to ordinary wear and tear.

**7.2 Utilities and Services.** Tenant will be responsible for all utilities and services required on the Premises, except that Landlord may provide the following: Electricity, Natural Gas, Water, Sewer, and Trash – However, Landlord reserves the right to pass these items through to Tenant.



**7.3 Pets.** Tenant is not permitted to keep any Pets on the Premises without the prior written consent of Landlord. **All pets must be approved by management and registered with management.**

- No more than 2 pets per household will be allowed.
- Pets must be kept inside the home, within a properly secured fenced yard, or on a leash at all times.
- Tenants are responsible for their pets at all times.
- Pets are not permitted to be unattended in the park and/or create any nuisance.
- If your pet defecates on the premises, it's your responsibility as its owner to pick it up daily and dispose of it properly.
- No vicious breeds are allowed on the premises at any time, specifically to include but not limited to Rottweiler, Chow-Chow, Pit Bull, Bull Terrier, American Staffordshire Terrier, German Shepherd, Doberman Pinscher, Wolf, Wolf-Hybrids, etc., or any mixed breed including one of these breeds in its lineage, and/or dogs with a history of biting a human being. In addition, no wild or exotic animals, including but not limited to pythons, boa constrictors, wild cats of any kind, wild dogs of any kinds including wolves or wolf hybrids, monkeys, or apes, or pigs. Failure to comply with this restriction shall subject the tenant to immediate expulsion from the premises and termination of the lease by the landlord.

**7.4 Dangerous Materials.** Tenant shall not keep or have on or around the Premises any item of a dangerous, flammable or explosive nature that might unreasonably increase the risk of fire or explosion on or around the Premises or that might be considered hazardous by any responsible insurance company.

**7.5 Alterations and Improvements.** Tenant agrees not to make any improvements or alterations to the Premises without the prior written consent of Landlord. If any alterations, improvements 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. (Note: Building permits may be required for certain accessories of installations.)

**7.6 Landscaping:** Installation or planting of any trees, concrete, masonry, or ground cover must be approved by Landlord. Tenants 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 Landlord and shall remain upon and be surrendered with the Premises unless otherwise expressly agreed to in writing by the parties hereto.

**7.7 Maintenance and Repair.** 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. Tenant agrees that no painting will be done on or about the Premises without the prior written consent of Landlord. In the event of the failure of any of the equipment Landlord will use his best efforts to repair or replace any such damaged or defective area, or equipment. Major maintenance and repair of the premises, not due to tenant's misuse, waste, or neglect or that of his family, or visitor, shall be the responsibility of the Landlord. A repair shall be deemed major if the cost thereof equals or exceeds **\$100.00**, a repair less than that should be considered minor and is the responsibility of the tenant. Tenant may not let minor repairs accumulate so as to create a major repair from several minor repairs. Minor repairs include, by way of example, but not limited to: replacement of faucet washers and replacement of sprinkler heads (if applicable). Tenant shall be responsible for the following at his sole expense: (a) All damage resulting from Tenant's misuse, waste, or neglect, or that of his family, or visitor. (b) All broken windows. (c) Changing or cleaning of furnace filters on a regular basis. If the furnace malfunctions due to dirty filters or improper usage by tenant, tenant will be charged the actual cost of any required repair/service call. In the event that Tenant fails to maintain the home, Landlord and Landlord's agents and employees shall have the right, but shall not be obligated, to enter the leased premises and perform such maintenance, and Tenant agrees to and shall bear the expense of any such maintenance. The expense so incurred shall be considered to be additional rent for the leased premises and shall be immediately due from Tenant at the option of Landlord. Tenant shall return property to Landlord at expiration or termination of term or extension thereof in like condition; broom clean, reasonable wear, tear and casualty expressly excepted. Tenant is to provide insect and rodent prevention treatment, if desired. Landlord may conduct monthly inspections to ensure proper home maintenance.

**7.8 Reporting Malfunctions.** If any system in or on the leased premises, including, but not limited to, any electrical system or plumbing system, fails to operate or otherwise malfunctions, Tenant shall promptly inform Landlord of such failure or malfunction. Any damages that occur as a result of Tenant's failure to promptly report any such malfunction or that occur as a result of the continued use of the malfunctioning system shall be the responsibility of Tenant, and Tenant shall be liable therefore.

**7.9 Damage to Premises.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake or other casualty not caused by the negligence of Tenant, this Lease shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The Rent provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying Rent up to such date and Landlord refunding Rent collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the Rent shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full Rent shall recommence and the Lease continue according to its terms.

**7.10 Landlord's Inspection of Premises.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Lease and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon, and for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Tenant agrees to make the Premises available to Landlord or Landlord's agents to inspect, to make repairs or improvements, to supply agreed services, to show the Premises to prospective buyers or tenants, or to address an emergency. Except in an emergency situation, Landlord shall give Tenant reasonable notice of intent to enter. For these purposes, twenty-four (24) hour notice shall be deemed reasonable. Tenant shall not, without Landlord's prior written consent, add, alter or re-key any locks to the Premises. At all times Landlord shall be provided with a key or keys capable of unlocking all such locks



and permitting entry. Tenant further agrees to notify Landlord in writing if Tenant installs any burglar alarm system, including instructions on how to disarm such alarm in case of emergency entry.

**7.11 Community Rules and Regulations:** All Community facilities are provided by Landlord for the use and enjoyment of Tenant and, in certain cases, Tenant's family, guests, or invitees. Tenant agrees to abide, and to insure that Tenant's family, guests, or invitees abide by all Community Rules and Regulations ("Rules") and any amendments thereto are incorporated herein by reference and made apart hereof for all purposes. Tenant agrees that Landlord shall have the right to modify, amend, change or replace such Rules in Landlord's sole and exclusive discretion and at such time or times as Landlord may desire. Landlord agrees to give Tenant written notice at least thirty (30) days prior to any modification, change, amendment or replacement. Any breach or violation of such Rules is expressly declared to be a breach of this Agreement.

**7.12 Vehicle Control:** For the safety of the occupants, guests, and invitees, in the Community, the speed limit shall be 10 miles per hour; Tenants 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. Tenants may park passenger cars only on the Premises' driveway or other designated areas. Neither Tenants nor guest or invitees shall park any vehicle on another resident's space or a vacant space without the express permission the resident or Landlord, 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 Landlord. 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. Landlord, 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. The operation of motorcycles, motor scooter, minibikes and other two or three wheeled motorized vehicles must be first approved in writing by Landlord.

## **8. Inspection.**

**8.1 Inspection of Premises.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Lease and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon, and for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Tenant agrees to make the Premises available to Landlord or Landlord's agents to inspect, to make repairs or improvements, to supply agreed services, to show the Premises to prospective buyers or tenants, or to address an emergency. Except in an emergency situation, Landlord shall give Tenant reasonable notice of intent to enter. For these purposes, twenty-four (24) hour notice shall be deemed reasonable. Tenant shall not, without Landlord's prior written consent, add, alter or re-key any locks to the Premises. At all times Landlord shall be provided with a key or keys capable of unlocking all such locks and permitting entry. Tenant further agrees to notify Landlord in writing if Tenant installs any burglar alarm system, including instructions on how to disarm such alarm in case of emergency entry.

## **9. Abandonment.**

**9.1 Abandonment.** If at any time during the term of this Lease Tenant abandons the Premises or any part thereof, Landlord may at his option obtain possession of 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 Tenant from the Premises for at least 15 consecutive days without notice to Landlord. If Tenant abandons the Premises while the Rent is outstanding for more than 15 days and there is no reasonable evidence, other than the presence of Tenant's personal property, that Tenant is occupying the unit, Landlord may at Landlord's option terminate this Lease and regain possession of the Premises in the manner prescribed by law. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

## **10. Extended Absences.**

**10.1 Extended Absences.** In the event Tenant will be away from the Premises for more than 15 consecutive days, Tenant agrees to notify Landlord in writing of such absence. During such absence, Landlord may enter the Premises at times reasonably necessary to maintain the property and inspect for damages and needed repairs.

## **11. Security System.**

**11.1 Security System.** Tenant understands that Landlord does not provide any security alarm system or other security for Tenant or the Premises. In the event any alarm system is provided, Tenant understands that such alarm system is not warranted to be complete in all respects or to be sufficient to protect Tenant or the Premises. Tenant releases Landlord from any loss, damage, claim or injury resulting from the failure of any alarm system, security or from the lack of any alarm system or security.

## **12. Insurance.**

**12.1 Insurance.** Landlord and Tenant shall each be responsible for maintaining appropriate insurance for their respective interests in the Premises, the Furnishings and property located on the Premises. Tenant understands that Landlord will not provide any insurance coverage for Tenant's property. Landlord will not be responsible for any loss of Tenant's property, whether by theft, fire, riots, strikes, acts of God or otherwise. Landlord encourages Tenant to obtain renter's insurance or other similar coverage to protect against risk of loss.

## **13. No Other Representations, Construction; Governing Law; Consents.**



**13.1 No Other Representations.** Tenant expressly acknowledges and agrees that Landlord has not made and is not making, and Tenant, in executing and delivering this Lease, is not relying upon, any warranties, representations, promises or statements, except to the extent that they are expressly set forth in this Lease. It is understood and agreed that all understandings and agreements heretofore had between the parties are merged into this Lease, which alone fully and completely expresses their agreements.

**13.2 Construction and Severability.** If any of the provisions of this Lease, or the application thereof to any person or circumstances, shall, to any extent, be held invalid or unenforceable for any reason, the remainder of this Lease, or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby, and every provision of this lease shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Lease is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

**13.3 Governing Law.** This Lease shall be governed in all respects by, and construed in accordance, with the laws of the State of Oklahoma.

#### **14. Parties Bound.**

**14.1 Binding Effect.** The covenants and conditions contained in the Lease shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

**14.2 Exception.** The obligations of Landlord under this Lease shall not be binding upon Landlord named herein with respect to any period subsequent to the transfer of his interest in the Premises as owner or Tenant thereof, and in event of such transfer said obligations shall thereafter be binding upon each transferee of the interest of Landlord.

#### **15. Miscellaneous.**

**15.1 Entire Agreement.** This Lease, along with the Community Rules and Regulations, contains all of the understandings relating to the leasing of the Premises and the Landlord's obligations in connection therewith and neither the Landlord nor any agent or representative of the Landlord has made or is making, and the Tenant in executing and delivering this Lease is not relying upon, any warranties, representations, promises or statements whatsoever, except to the extent expressly set forth in this Lease. All understandings and agreements, if any, heretofore had between the parties are merged in this Lease, which alone fully and completely expresses the agreement of the parties. This Lease may be modified in writing and must be signed by both Landlord and Tenant.

**15.2 No Waiver.** The failure of either party to insist in any instance upon the strict keeping, observance or performance of any provision of this Lease or to exercise any election in this Lease shall not be construed as a waiver or relinquishment for the future of such provision, but the same shall continue and remain in full force and effect. No waiver or modification by either party of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by the party to be charged. The receipt and retention by the Landlord of Rent with knowledge of the breach of any provision of this Lease shall not be deemed a waiver of such breach. No failure by Landlord to enforce any provision of this Agreement after default or breach by Tenant shall be deemed a waiver of Landlord's right subsequently to enforce any and all provisions of this Agreement upon any other or further default or breach on the part of Tenant. All remedies contained herein are cumulative and agreed to by the parties without impairing any rights or remedies of Landlord, whether said rights or remedies are herein referred to or not. The obligation of Tenant 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 Tenant. The acceptance of any rentals or other sums due shall not be construed as a waiver of any default or breach by Tenant, nor shall such acceptance reinstate, continue or extend the term of this Agreement or affect any notice, demand or suit in connection with such Agreement. No payment by Tenant or receipt by Landlord 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 Landlord may accept such partial payment without prejudice to Landlord's rights to collect the balance of rent and charges due.

**15.3 Cumulative Rights.** Landlord's and Tenant's rights under this Lease are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.

**15.4 Notice.** Any notice required or otherwise given pursuant to this Lease shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, if to Tenant, at the Premises and if to Landlord, at the address for payment of Rent. Either party may change such addresses from time to time by providing notice as set forth above.

**15.5 Headings.** The headings of the sections of this Lease are for convenience only and are not to be considered in construing said sections.

**15.6 Holdover.** If the Tenant holds-over in the Premises after the expiration or termination of this Lease without the consent of the Landlord, the Tenant shall pay as hold-over rental the same monthly rental rate unless Landlord has provided notice of an increased rental rate; provided, however, that nothing in the foregoing provisions of this [Section 15.6](#) shall be construed to limit or preclude any other rights or remedies available to the Landlord at law or in equity by reason of such holding-over by the Tenant, including, without limitation, the recovery by the Landlord against the Tenant of any sums or damages to which, in addition to the damages specified above, the Landlord may lawfully be entitled. A month-to-month tenancy shall be created by the payment of this hold-over rental, subject to the same terms and conditions of this Lease, and shall be terminable on thirty (30) days notice by either party, or on longer notice if required by law.

**15.7 Indemnification.** To the extent permitted by law, **Tenant will indemnify and hold Landlord and Landlord's property, including the Premises, free and harmless from any and all liability for loss, claims, injury to or death of any person, including**



**Tenant, or for damage to property arising from Tenant's use and occupation of the Premises, or from the acts or omissions of any person or persons, including Tenant, in or about the Premises with Tenant's express or implied consent, except Landlord's act or negligence.**

**15.8 Transfer of Landlord's Interest:** In the event that Landlord sells, assigns or otherwise transfers its interest in the Premises, this Agreement shall be binding on the purchaser, assignee or transferee. Landlord shall be automatically relieved of any obligations or liability hereunder as of the date of such sale, assignment, or transfer, provided that the obligations and liability hereunder are assumed in writing by said purchaser, assignee or transferee.

**15.9 Eminent Domain:** In the event that 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 of such a portion of the Community that it is no longer reasonably suitable for use as a manufactured home community for any public purpose by right of eminent domain (or any private purchase on lieu of the exercise of the right of eminent domain), this Agreement 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. Tenant hereby renounces, and assigns to Landlord, any claim, right, title or interest which Tenant might have in any such award or purchase price. Landlord shall, however, have no claim to, nor assignment of, any award or payment to Tenant for the taking, condemnation, or purchase of any personal property belonging to Tenant and removable upon the termination of this Agreement.

**15.10 Agreement to Arbitrate:** Any claim to terminate a tenancy for the following reasons shall be resolved by both parties in the applicable County or District Court: (1) Failure of the Tenant to comply with the Community Rules and Regulations as referenced in paragraph 4 of this lease; (2) Failure of the Tenant to pay rent as referenced in paragraph 2 of this lease. Any and all other disputes between Tenant and Landlord shall be resolved by binding arbitration if requested by either party. This includes claims and disputes relating to any other Account or agreement you have or had with us. **THIS MEANS IF EITHER YOU OR WE CHOOSE ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL. ALSO DISCOVERY AND APPEAL RIGHTS ARE LIMITED IN ARBITRATION. CLASS ACTION WAIVER. ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER YOU NOR WE MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER TENANTS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** Only a court, and not an arbitrator, shall determine the validity and effect of the Class Action Waiver. Even if all parties have opted to litigate a claim in court, you or we may elect arbitration with respect to any claim made by a new party or any new claims later asserted in that lawsuit. **Your Right to Go To Small Claims Court.** We will not choose to arbitrate any claim you bring in small claims court. However, if such a claim is transferred, removed or appealed to a different court, we may then choose to arbitrate. **Governing Law and Rules.** This arbitration agreement is governed by the Federal Arbitration Act (FAA). Arbitration must proceed only with the American Arbitration Association (AAA) or JAMS. The rules for the arbitration will be those in this arbitration agreement and the procedures of the chosen arbitration organization, but the rules in this arbitration agreement will be followed if there is disagreement.

**15.11 Miscellaneous:** This Agreement shall be governed by the laws of the State. Tenant acknowledges having read and understood all of the terms and provisions of this Agreement and agrees to be bound thereby. All references to "Tenant" herein shall include and mean all occupants of the manufactured home as set forth in the Application. The term "Landlord" shall include and refer to the Community Manager or other designated representative of Landlord. Time is of the essence of this Agreement. The provisions of this Agreement 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.

**15.12 Legal Fees.** In the event of any legal action by the parties arising out of this Lease, the losing party shall pay the prevailing party's reasonable attorneys fees and costs in addition, to all other awarded relief.

**15.13 Other Provisions:** Management is responsible for providing water and sewer and gas (if applicable) and electric up to the point of connection of the mobile home. The resident is responsible for all maintenance from that point of connection to the mobile home. In addition, resident is required to heat tape and insulate all exposed water lines, meter pits, and meters. Should there be a break due to the heat tape not functioning then the resident is responsible for the cost of replacement.

**15.14 Water Meters:** Management reserves the right to install water meters at each home. Once they are installed, Management will begin reading the water meters for each home and residents will be responsible for water & sewer charges in addition to lot rent.

**ADDITIONAL TERMS AND CONDITIONS.** [check all that apply]:

**DISPLAY OF SIGNS.** Landlord or Landlord's agent may display "For Sale," "For Rent," "Vacancy" or similar signs on or about the Premises and enter to show the Premises to prospective tenants during the last sixty (60) days of this Lease. Tenant agrees that no signs shall be placed on the Premises without the prior written consent of Landlord.

**NOISE.** Tenant shall not cause or allow any unreasonably loud noise or activity in the **Premises** that might disturb the rights, comforts and conveniences of other persons.

**PARKING.** Tenant shall be entitled to use the lot driveway/parking area as parking space(s) for the parking of motor vehicle(s). The parking space will be used exclusively for the parking of passenger vehicles and is not to be used for washing, painting or servicing of vehicles. Tenant's vehicle will occupy the parking space entirely at the risk of Tenant. If Tenant shall dispose of his vehicle or not require parking accommodation for any other reason, Tenant shall not assign or sublet the parking space unless expressly granted prior permission by Landlord.

**MANAGER.** The name, address and telephone number of the manager is: Mrs. Glenda Yandell, 10301 US Highway 77, Lot 500, Lexington, OK 73051, (405) 872-1818, x2.



IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

**LANDLORD:**

\_\_\_\_\_  
Glenda Yandell, Manager

**TENANT:**

\_\_\_\_\_  
Print Name:

**TENANT:**

\_\_\_\_\_  
Print Name:



## Noble Estates MHP

### MHP RULES & REGULATIONS

Welcome to our community! It is our desire that you and your family enjoy living here and will consider our community as your home.

We have designed a number of guidelines that we hope will maintain the community in such a way as to make you pleased to live here. The standards outlined in these rules should serve as a guideline of behavior for the residents and their guests and will establish conformity amongst all of our residents.

#### Lease Terms:

1. Payment of the monthly lease is due by the first day of the month.

a. Payment may be in the form of cashier's check, money order, or personal check. A fee of \$25.00 will be charged to the Tenant for each check that is returned for insufficient funds.

b. The payment is considered late if it is received after the fifth day of the current month. A late charge will be added to the balance due after the 5<sup>th</sup> of the month.

c. The balance will not be considered "paid in full" until all fees due have been paid. A partial payment is still subject to penalties until it is paid in full. A \$40.00 reconnection fee will be charged in the event that water and/or electrical service has been disconnected by management.

#### General Rules

1. Although management is responsible for maintaining the common areas, the tenant is responsible for the landscaping maintenance of their respective space.

2. Grass areas shall be kept trimmed and edged. This includes the areas behind, beside, and under homes and against perimeter fences. Residents who do not maintain their spaces will face disciplinary action that may include a fine of up to \$40.00 per month.

3. Management must approve any changes or alteration of the space and/or landscaping. The tenant is responsible for maintaining any changes to the landscaping.

4. All plants, trees or other planted or otherwise permanent fixtures placed at a space by a Landlord become property of the park in the event the Tenant moves.

5. The tenant understands that management is not responsible for any damage to the property or homes of a tenant as a result of an act of nature.

6. Management reserves the right to access each space whether or not tenant occupied, to conduct inspections or to maintain utilities.

7. Management is responsible for providing water and sewer and gas (if applicable) and electric up to the point of connection of the mobile home. The resident is responsible for all maintenance from that point of connection to the mobile home. In addition, resident is required to heat tape and insulate all exposed water lines, meter pits, and meters. Should there be a break due to the heat tape not functioning then the resident is responsible for the cost of replacement.

8. All structures and/or additions to either the mobile home or the space must be pre-approved by management prior to their installation. Management reserves the right to demand the repair and maintenance of any structure and/or addition if management feels that there is an unsafe and/or unsightly conditions. If a building permit is required, it shall be the tenant's responsibility to obtain and satisfy the permit.

#### 9. Swimming Pools

- Swimming pools, wading pools, and hot tubs may be allowed with park manager's approval, but must meet the following guidelines:  
- Small kiddie wading pools under 2' deep are allowed as long as they are attended. When not in use, they must be emptied and stored.  
- Larger pools over 2' deep, hot tubs, jacuzzis, etc. that would retain water must meet all local safety codes for a residence, to include but not limited to:

- Coverage under your home owners insurance including a liability limit of \$1,000,000. A copy of the insurance must be provided to the park manager and the pool must be explicitly addressed. The park must be named as additional insured.

- If your water spigot is not metered, you will be charged \$50 per month May, June, July, August, and September for the additional water usage.

- The yard and pool must be surrounded by a non-scalable 6' fence.

- All access to the area must be controlled via self closing gates and locked at all times.

- Hot tubs must be fully enclosed with a locking door or gate as the only access. Covers must be secured and locked when not in use.

- All pools must be properly stored out of sight during the winter months and when empty.

- Property must be restored to original condition after the pool is removed. If necessary, management will restore condition and invoice tenant for the expense.

- An audit of the park by the insurance company may result in an increased insurance premium. It is not fair to spread this burden over all tenants. By erecting a pool according to these guidelines, you hereby agree that any increased premium will be divided by the number of tenants with pools and paid accordingly.

#### 10. Fire Pits

- Fire pits may be allowed with park manager's approval, but must meet the following guidelines:

- Cooking with standard barbeque equipment is allowed.





- Fire pits must be in an enclosed pit or pan, no larger than 2 ft diameter by 1 ft tall
- No closer than 15 feet from a structure
- Must be covered by a spark arresting wire mesh screen
- A responsible person must be in attendance of fire at all times
- Fire extinguishing equipment (pressure extinguisher, garden hose, water bucket) must be close at hand at all times
- No garbage or similar material is to be burned.
- Fire pits may be disallowed at park management's discretion in times of high fire danger. If community is located in an area with fire ban or fire restrictions in place, then those restrictions will be enforced.

11. Trampolines (with the exception of 36" exercise trampolines) are not allowed in the community due to insurance liability.
12. Fireworks are not allowed in the community.
13. Storage units must be approved by management and shall remain the property of resident. Management is not responsible for any losses or damage to tenant's shed or stored items.
14. Large patios and porches require skirting. All homes require skirting. Patios and porches are not acceptable storage locations.
15. Inoperative vehicles, boats, unattached trailers, or commercial vehicles are not permitted on the streets or in or around tenant's spaces.
16. State law prohibits the storage of old furniture, lumber, refuse, salvaged materials, automotive parts, and other materials in or around your spaces. The dismantling of any motor vehicle in the park is prohibited.
17. No more than two vehicles are permitted per space. Vehicles shall be parked on the parking spaces assigned to the respective home site whenever possible. Other vehicle parking requires management approval. Tenants shall not park their vehicles in vacant or otherwise unused spaces of other residents.
18. Only operative vehicles licensed for the highway are permitted within the park. The speed limit shall not exceed what is safe and prudent for the conditions. Off-road vehicles shall not be driven within the community.
19. Residents should park as close to the curb as possible to permit access of emergency vehicles when necessary.
20. All pets must be approved by management and registered with management.
  - No more than 2 pets per household will be allowed.
  - Pets must be kept inside the home, within a properly secured fenced yard, or on a leash at all times.
  - Tenants are responsible for their pets at all times.
  - Pets are not permitted to be unattended in the park and/or create any nuisance.
  - If your pet defecates on the premises, it's your responsibility as its owner to pick it up daily and dispose of it properly.
  - No vicious breeds are allowed on the premises at any time, specifically to include but not limited to Rottweiler, Chow-Chow, Pit Bull, Bull Terrier, American Staffordshire Terrier, German Shepherd, Doberman Pinscher, Wolf, Wolf-Hybrids, etc., or any mixed breed including one of these breeds in its lineage, and/or dogs with a history of biting a human being. In addition, no wild or exotic animals, including but not limited to pythons, boa constrictors, wild cats of any kind, wild dogs of any kinds including wolves or wolf hybrids, monkeys, or apes, or pigs. Failure to comply with this restriction shall subject the tenant to immediate expulsion from the premises and termination of the lease by the landlord.
21. Tenants are responsible for the activities of the occupants of their home and their guests while they are in the park. An adult must supervise young children at all times. People are not permitted to play in the street, parking areas, or neighbor's yards without permission.
22. Items are not to be left in the common areas when not in use. Children under 18 years of age are not permitted to be out and unsupervised in the park after 10:00 pm.
23. Disturbing noise is not permitted in the park at any time.
24. No signs are permitted except with the permission of management.
25. Commercial activities by residents and/or their guest are not permitted within the park.
26. All federal, state, local laws, regulations and ordinances shall be obeyed by residents and guests of the park.
27. Violations of any of the above rules and regulations will result in the termination of the lease and the eviction of the tenants.

Management reserves the right to add to or alter these rules and regulations as circumstances require and as necessary for the safety and care of the community and for securing the comfort, peace, and quiet convenience of all residents. The tenants and residents will observe and comply with all such rules as the management may prescribe on written notice to residents. The failure by management to enforce any rule or regulation of the park or the failure to insist in any instance on strict performance of any requirement herein, shall not be construed as a waiver of these rules and regulations. The provisions of these rules and regulations shall be severable; if any provision is held invalid or unenforceable by any court or law for any reason whatsoever, the remaining provisions shall not be affected and shall be in full force and effect. These rules will be enforced by management to insure the health, safety, welfare, comfort, peace, and quiet convenience of each resident in the park. Any resident who violates these rules and regulations will have their lease cancelled and will be evicted from the park.

Tenant acknowledges having read and understands all the stated rules and regulations and hereby agrees to comply with each and is in full agreement with these guidelines being an integral part of the Security Deposit Agreement, and Lease between the tenant and management. Tenant acknowledges receipt of a copy of these community guidelines for tenant's personal records. Tenant acknowledges that violations, breach or default of these guidelines, whether singular or several, will be grounds for termination of the tenant's lease and will result in eviction from the park upon three days notice of such violation, breach, or default given by management.



READ THIS AGREEMENT IN ITS ENTIRETY BEFORE SIGNING

Executed by all concerned parties this day of \_\_\_ / \_\_\_ / \_\_\_.

Tenant: (I/We signify by my/our signature(s) that I/we have read this agreement, and hereby agree to comply with all that is contained herein.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Print Name:

Print Name:



**RESIDENT INFORMATION SHEET**

**Noble Estates MHP**

**Make all Rent Payments By Check or Money Order**

**(NO Cash Payments will be Accepted!)**

Date: \_\_\_\_\_

Number of Adults: \_\_\_\_\_

Adult Resident Names: \_\_\_\_\_

Property Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Other Phone: \_\_\_\_\_

Make of Home: \_\_\_\_\_

Year of Home: \_\_\_\_\_

VIN #: \_\_\_\_\_

Title #: \_\_\_\_\_

Width of Home: \_\_\_\_\_

Length of Home: \_\_\_\_\_

Number of Children (living here): \_\_\_\_\_

Ages of Children: \_\_\_\_\_

Number of Pets: \_\_\_\_\_

Type of Pets: \_\_\_\_\_

Insurance Company: \_\_\_\_\_ (Provide copy to manager)

Emergency Contact Person and Phone #: \_\_\_\_\_

If you have a loan on your home:

Name & Phone # of Bank or Finance Company: \_\_\_\_\_

