



# Lakeside Estates

A Westway Community

## Manufactured Home Space Lease Agreement

Address: 4509 Chiesa Rd, Rowlett, TX 75088

Space#: \_\_\_\_\_

This Lease Agreement (“Agreement”) is made and executed by and between **Concord Westway Communities, LP** (“Lessor”) and \_\_\_\_\_ (“Lessee”) on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that certain manufactured home address of 4509 Chiesa Rd, Rowlett, TX 75088, home space numbered \_\_\_\_\_ (“Premises”) in the above written Community, in the city of Rowlett, County of Dallas, Texas, a Street Address of 4509 Chiesa Rd, Rowlett, TX 75088 along with parking spaces located on the Premises, all under and pursuant to the following terms and conditions.

### **TENANT MUST GIVE ADVANCE NOTICE AS REQUIRED IN THIS LEASE AS**

### **A CONDITION FOR THE REFUND OF THE SECURITY DEPOSIT.**

I. **TERM:** The primary term of the Agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and shall end at 5:00 P.M. on the same day of the **12<sup>th</sup>** calendar month thereafter; then the primary term of this Lease shall commence on the date recited above and shall end at 5:00 P.M. on the \_\_\_\_\_ day \_\_\_\_\_, 20\_\_\_\_\_. Upon expiration of this primary term, this Agreement shall automatically renew month-to-month unless either party gives written notice of termination at least sixty ( 60 ) days before the Lease Contract term (for a future

term) renewal period ends, or unless all parties sign another Lease Contract. If Lessor offers to renew the lease, Lessee must notify Lessor not later than the 30<sup>th</sup> day before the date the current lease expires whether Lessee rejects the terms of the offer and intends to vacate the leased premises on the date the current lease expires. If Lessee fails to provide the notice within period set forth above, the lease is renewed under the modified terms beginning on the first day after the date of the expiration of the current lease term.

II. **RENT:** Lessee shall pay \$ \_\_\_\_\_ per calendar month for rental, without deduction, for the Premises, and storage shed, if this is initialed by the Lessee \_\_\_\_\_ and carport if this is initialed by the Lessee \_\_\_\_\_, payable monthly in advance on the first (1st) day of each calendar month beginning \_\_\_\_\_. The prorated rental from the date of move-in to the first (1st) day of the month following is \$ \_\_\_\_\_. Lessee'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 Lessee is obtained only on the condition that such sums are promptly and timely paid. Lessee shall pay promptly all sums other than rent pursuant to the provisions of the Agreement within five (5) days following Lessor's delivery of a statement of account therefor. Monies received by Lessor from Lessee shall first be applied to discharge any past due amounts, including but not limited to, past due late charges, check charges, key charges, taxes, insurance and utility bills owed by Lessee. After such past due amount(s) have been paid, the remainder of any monies received by Lessor from Lessee shall be applied to past due home payments (if applicable), past due rent, then to current rent. In accordance to property Texas code you will be charged a late fee of 10% of your lot rent currently \$ \_\_\_\_\_. Payment due date is the 1<sup>st</sup>, payment is late on the 2<sup>nd</sup> and the late fee will be charged on the 4th. A fee of \$ 38.00 will be assessed for all checks returned due to insufficient funds or for any other reason and be immediately due from Lessee to Lessor. Checks will not be accepted from Lessee once a check is returned for insufficient funds.

III. **METHOD OF PAYMENT:** Lessee shall make rental payments by our website **www.westwaycommunities.com** then clicking “Pay Rent” and then paying through Zego. No forbearance of a late payment shall be deemed as a waiver by Lessor.

IV. **SECURITY DEPOSIT:** Lessee shall pay a security deposit of \$\_\_\_\_\_ as set forth in the Security Deposit Agreement, attached hereto and incorporated herein for all purposes, payable on or before the execution of this Agreement. At least thirty ( 30 ) days’ written notice of intent to vacate must be given to Lessor prior to move out except as may otherwise be permitted in Chapter 94 of the Texas Property Code.

In the event (i) this Agreement is signed by all parties; (ii) a Security Deposit or a rental prepayment is paid by Lessee; (iii) the Lessee fails to move onto the Premises; and (iv) Lessee or Lessor procures a replacement tenant satisfactory to Landlord prior to the commencement date of the agreement, then Lessor shall return the security deposit or rent prepayment to Lessee. TENANT MUST GIVE ADVANCE NOTICE AS REQUIRED IN THIS LEASE AS A CONDITION FOR THE REFUND OF THE SECURITY DEPOSIT.

V. **USE OF PREMISES AND APPLICATION APPROVAL:** A Rental Application (“Application”) must be approved by Lessor before Lessee shall have the right to use or occupy the Premises. Only those persons listed in said Application shall be permitted to occupy the Premises. The Premises shall not be used for any illegal purposes, nor in violation of any valid regulation of any governmental body or agency, not in any manner to create any nuisance or trespass.

VI. **COMMUNITY RULES AND REGULATIONS:** All Community facilities are provided by Lessor for the use and enjoyment of Lessee and, in certain cases, Lessee’s family, guests, or invitees Lessee invites. Lessee agrees to abide, and to ensure that Lessee’s family, guests, or invitees abide by all Community Rules and Regulations (“Rules”) and any amendments thereto. Lessee acknowledges receipt of a copy of such Rules as of the date hereof. **The Rules and any amendments thereto are incorporated herein by reference and made a part hereof for all**

**purposes.** Lessee agrees that Lessor shall have the right to modify, amend, change, or replace such Rules in Lessor's sole and exclusive discretion and at such time or times as Lessor may desire. Lessor agrees to give Lessee written notice at least 30 days prior to any modification, change, amendment, or replacement; unless such addition or amendment will require expenditure of funds in excess of \$25.00 by Lessee to comply with the new rule, in which event Lessor shall provide Lessee with ninety (90) days after the date Lessee is provided with a written copy of the added or amended rule to comply with such rule. Any breach or violation of such Rules is expressly declared to be a breach of this Agreement.

VII. **MOVE-IN AND MOVE-OUT:** Lessee agrees to move-in and move-out under and during favorable weather conditions and at such time during the day as shall be agreed to by Lessor or set forth in the Rules.

VIII. **INSTALLATION:** Lessee agrees that the manufactured home shall be installed (set-up and tied down) in accordance with the Texas Manufactured Housing Standards Act and other applicable government statutes, ordinances, rules, or regulations. Such shall be Lessee's responsibility and Lessor shall in no way be liable or responsible for any improper installation.

IX. **ACCESSORIES, EQUIPMENT, AND STRUCTURES:** Approval of Lessor must be obtained before construction, installation, or modification of any manufactured home accessory, equipment, or other structure. (Note: Building permits may be required for certain accessories or installations.)

X. **LANDSCAPING:** Installation or planting of any trees, concrete, masonry, or ground cover must be approved by Lessor. Lessees are encouraged to landscape the Premises and shall keep the Premises in a clean, attractive, and well-kept fashion. All landscaping improvements shall immediately become a part of the realty and belong to Lessor and shall remain upon and be surrendered with the Premises unless otherwise expressly agreed to in writing by the parties hereto.

XI. **VEHICLE CONTROL:** For the safety of the occupants, guests, and invitees in the Community, Lessor has designated and posted a 15-mph speed limit; Lessees agree to abide by such and to cooperate in the enforcement of the 15-mph speed limit. Only state licensed drivers may operate vehicles within the community, the streets and lanes are private and not public thoroughfares. Lessees may park passenger cars only on the Premises' driveway or other designated areas. Neither Lessees nor guests or invitees shall park any vehicle on another resident's space, common area, or a valid space without the express permission of the resident or Lessor, whichever is applicable. Visitors shall park in the designated guest or visitor parking areas or in their host's drive if space is available. All trailers, boats, recreational vehicles or other vehicles must be approved in writing by the Lessor. Vehicles without valid current license plates and state inspection stickers must be removed by the Resident within 48 hours of their vehicle becoming mechanically inoperable, or of the expiration of the license plate or inspection sticker. Passenger cars and/or trucks are the only vehicles allowed in the Community. No trucks specifically larger than one (1) ton shall be stored, parked, or kept within the Community or on any Premises. In the event it becomes necessary for the Community to remove any of the prohibited vehicles, all charges for such removal shall be paid immediately by Resident.

- A. Parking is permitted in designated parking areas only
- B. **NO** parking is permitted in yards, grass, streets, Fire Lane at any time. Citations or possible towing may be issued to the owner of any vehicle parked in the Fire Lane.
- C. Illegally parked vehicles will be removed, at the discretion of the Community Manager, with the risk and expense being the responsibility of the vehicle's owner.
- D. There shall be no overnight sleeping within the Community except within the manufactured home of the Resident. By way of illustration, no overnight sleeping shall be allowed in any motor vehicle.

E. Any vehicle which drips oil, gasoline, or other fluids shall be repaired immediately by the Resident who is responsible for such vehicle being in the Community and any damage by such dripping oil, gasoline, or fluid shall be cleaned and repaired by the resident. The immobilization of any vehicle for major repairing or overhauling is prohibited everywhere within the Community.

F. No Excessively noisy vehicle will be tolerated within the Community.

Lessor may, at its sole discretion, for the welfare of the occupants of the Community, restrict the delivery of certain products and services to approved, designated suppliers or restrict the times of delivery of products and services. The operation of motorcycles, motor scooters, minibikes, go carts, and other two, three, or four wheeled motorized vehicles must be first approved in writing by Lessor.

**XII. INSPECTION BY LESSEE:** Lessee warrants and covenants that a full and complete inspection of the Premises and of the Community and all its facilities has been made and that all of such were found to be in good, safe, and habitable condition.

**XIII. ASSIGNMENTS AND SUBLEASES:** Lessee shall not, without the prior written consent of Lessor, assign, or sublet this Agreement, or the lease made hereunder, or the Premises leased hereby or any interest therein. If Lessee attempts to assign this Agreement or allows the Premises to be occupied by anyone other than Lessee, Lessor may collect rent and other charges due under this Agreement from the assignee or occupant, and apply the net amount collected to the amount herein due and no such collection shall be deemed a waiver of the condition herein against assignment or subletting, or as an acceptance of the assignee or occupant as a lawful resident of this Community or of the Premises and in such case, Lessee shall remain liable to Lessor for all provisions of this Agreement. Lessor, in its sole discretion may agree in advance, in writing to an assignment or sublease only upon satisfaction of the following conditions:  receiving and approving, in Lessor's sole discretion, a completed rental application from the proposed assignee under Lessor's current underwriting criteria;  obtaining a true and accurate

copy of a certificate of title vesting ownership in the manufactured home to the proposed Assignee;

and  an agreement to upgrade the home to meet standards in the rules and regulations.

XIV. **TRANSFER OF LESSOR'S INTEREST:** In the event that Lessor sells, assigns, or otherwise transfers its interest in the Premises, this Agreement shall be binding on the purchaser, assignee, or transferee. Lessor 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.

XV. **CONTRACTUAL LIEN:** Lessor shall have and is hereby granted a lien upon all nonexempt property of any kind (expressly including the manufactured home) found or located on the leased Premises to secure payment of rent due or to become due under this lease. If Lessee is delinquent in payment of any rental due under this lease, Lessor shall have the right to enter peacefully the Premises, manufactured home, or storage facilities to exercise Lessor's contractual lien. Lessee's absence from the Premises for three (3) consecutive days while all or any portion of the rentals or other sums due under this lease are delinquent shall be deemed an abandonment of the Premises. In order to clear such abandoned Premises, Lessor may enter the Premises, manufactured home, and storage facilities to remove and store all property of every kind found therein. Lessor may impose reasonable charges for storing seized or abandoned property and may sell the same at a private or public sale after 30 days written notice to Lessee of the time and place of such sale, and Lessee shall have the right to become purchaser upon being the highest bidder at such sale; the notice shall be deemed to have been given at the time of placing such notice in the US mails, postage prepaid, certified or registered mail to Lessee at the street or post office address hereinabove set forth. Sale shall be to the highest cash bidder and the proceeds thereof shall be first credited to the cost of seizure, storage, and sale and then to the delinquent rentals or other sums due Lessor. If any sale proceeds, then remain such shall be held by Lessor for Lessee and Lessor shall notify Lessee of such surplus monies in the same manner required for notice of the sale. It is expressly agreed

**that all of the lien provisions of this paragraph and the procedures contemplated thereby shall be available to and may be done by Lessor without the necessity of any prior court hearing, proceedings, or order. Lessor shall have no liability to Lessee whatsoever for any acts or actions taken or performed pursuant to the provisions of this paragraph.**

XVI. **INDEMNIFICATION:** Lessee hereby agrees to indemnify and hold Lessor harmless for any injury or death to any person or damage to any property arising out of the use of the Community by Lessee, Lessee's family, agent(s), employee(s), guest(s), or invitee(s). Lessee is to keep the manufactured home and Premises in good and safe condition and notify Lessor immediately of any unsafe or unsanitary conditions in the Community or upon Community property. Lessor shall not be liable to Lessee for any damages arising out of any actions or negligence on the part of any other Community residents or their family, agent(s), employee(s), guest(s), or invitee(s). Lessee agrees to pay Lessor for any damages caused by Lessee, Lessee's family, agent(s), employee(s), guest(s), or invitee(s) whether such damage is sustained by said Community resident, said Community resident's family, agent(s), employee(s), guest(s), or invitee(s).

XVII. **WAIVERS:** No failure by Lessor to enforce any provision of this Agreement after default or breach by Lessee shall be deemed a waiver of Lessor's right subsequently to enforce any and all provisions of this Agreement upon any other or further default or breach on the part of Lessee. All remedies contained herein are cumulative and agreed to by the parties without impairing any rights or remedies of Lessor, whether said rights or remedies are herein referred to or not. The obligation of Lessee to pay rent shall not be deemed to be waived, released, or terminated by the service of a notice to vacate, notice to terminate, notice of breach, demand for possession, or institution of any legal action against Lessee. The acceptance of any rentals or other sums due shall not be construed as a waiver of any default or breach by Lessee, nor shall such acceptance reinstate, continue, or extend the term of this Agreement or affect any notice, demand, or suit in connection with such Agreement. No payment by Lessee or receipt by Lessor of an amount



less than the total rental and charges due shall be deemed to be other than on account of the rent and charges due nor shall any endorsement on any check nor any letter accompanying such partial payment be deemed an accord and satisfaction, and Lessor may accept such partial payment without prejudice to Lessor's rights to collect the balance of rent and charges due.

**XVIII. 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 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 in 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. Lessee hereby renounces, and assigns to Lessor, any claim, right, title, or interest which Lessee might have in any such award or purchase price. Lessor shall, however, have no claim, nor assignment of, any award or payment to Lessee for the taking, condemnation, or purchase of any personal property belonging to Lessee and removable upon the termination of this Agreement.

**XIX. AMENDMENTS:** This Agreement, along with the Security Deposit Agreement, the Rental Application, the Community Rules and Regulations, the home purchase Contract, and the Water Submetering Addenda constitutes the entire agreement between the parties; Lessee certifies that no other representations, either written or oral, were made by Lessor or relied on by Lessee as an inducement for the execution of, or as consideration for, this Agreement, Lessee acknowledges receipt of a copy of each of these documents and agrees that such shall not be modified or amended except as may hereafter expressly set forth in writing and executed by the parties or except as may otherwise be provided herein.

**XX. TERMINATION FOR OTHER THAN NONPAYMENT:** Resident's right to occupancy shall terminate or may be terminated as follows:

- A. at the end of the term of this Agreement or a future term on sixty (60) days' written notice by either Lessee or Lessor.
- B. at any time, Lessee 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, such as the community rules, if any) upon written notice of such breach or default given by Lessor in accordance with Chapter 94 of the Texas Property Code.
- C. in accordance with the terms and provisions hereof relating to eminent domain or change in land use.
- D. in accordance with the terms and provisions hereof relating to release of Lessee in the Armed Services.
- E. at such other time as may be agreed to by the parties hereto in writing.

When resident's right of occupancy is terminated, Lessee shall pay all rental or other sums due or owed to Lessor and shall peacefully surrender possession of the Premises and remove all Lessee's property pursuant to this Agreement and failure to do so shall be deemed a breach of this Agreement.

**XXI. TERMINATION FOR NONPAYMENT:** In the event Lessee fails to timely pay rent or other amounts due under the lease that in the aggregate equal the amount of at least one month's rent, Lessor shall provide Lessee written notice and opportunity to cure such delinquency before the tenth (10th) day after the date the tenant receives the notice. If the Lessee fails to completely cure such nonpayment within such ten (10) day period, Lessor may immediately thereafter file for eviction or pursue other legal remedies.

**XXII. LESSOR'S REMEDY FOR EARLY TERMINATION:** Except as provided below in this Section, the maximum amount Lessor may recover as damages for Lessee's early termination of this Agreement is an

amount equal to the amount of rent that remains outstanding for the remainder of the term of this Agreement as of the date of such early termination and any other amounts owed for the remainder of the term of this Agreement as of the date of such early termination and any other amounts owed for the remainder of this Agreement under the terms of this Agreement. If the Lessee's manufactured home lot is reoccupied before the 21<sup>st</sup> day after the date Lessee surrenders the lot, the maximum amount the Lessor may obtain as damages is an amount equal to one (1) month's rent.

**XXIII. CHANGE IN LAND USE:** Notwithstanding any statement in this Agreement to the contrary, Lessor may terminate this Agreement without cost or liability upon a change in land use if, and only if, not later than the 120th day before the date the land use changes, (i) Lessor sends notice to Lessee, and to the owner of the manufactured home if the owner is not the Lessee, and to the holder of any lien on the manufactured home specifying the date that the land use will change, and informing the Lessee, owner, and lienholder, if any, that the owner must relocate the manufactured home, and (ii) Lessor posts in a conspicuous place in the manufactured home Community a notice stating the land use will change and specifying the date that the land use will change. Lessor is required to give the owner and lienholder, if any, the notice required by this Section only if Lessor is given a written notice of the name and address of such owner and lienholder.

**XXIV. TEMPORARY ZONING:** Not applicable.

**XXV. LESSOR'S MAINTENANCE RESPONSIBILITIES:** Lessor shall cause the Community to: (i) comply with applicable codes, statutes, ordinances, and administrative rules; (ii) maintain all common areas, if any, of the manufactured home community in a clean and useable condition; (iii) maintain all utility lines installed in the manufactured home community by the landlord unless the utility lines are maintained by a public utility or a political subdivision; (iv) maintain individual mailboxes for the tenants in accordance with the United States Postal Service regulations unless mailboxes are permitted to be located on the tenant's manufactured home lot; (v) maintain roads in

the Community to the extent necessary to provide access to the Premises; (vi) provide services (which may be at Lessee's expense) for the common collection and removal of garbage and solid waste from within the Community; and (vii) repair or remedy conditions on the Premises that materially affect the physical health or safety of an ordinary tenant of the manufactured home community.

**XXVI. ATTORNEY'S FEES:** Should either Lessee or Lessor be required to employ legal counsel to enforce the terms, conditions, and covenants of this Agreement, the prevailing party shall recover all reasonable attorney fees incurred therein.

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

**XXVIII. UTILITIES:** Water will be included in the monthly lease price as per this lease agreement. All electrical bills will be paid by the Lessee as per this lease agreement. In the case of sewer utilities, if the property being leased in reference to this document is connected to an existing city sewer line then that utility cost will be included in the lease price of the property as per this lease agreement. If the property being leased in reference to this document is connected to a private or communal septic system then the cost of all connection and maintenance of said sewer system must be paid by the Lessee for the duration of this lease and or the leasing of the property by the Lessee in reference to this document.

XXIX. **WATER SUBMETERING:** If the use of water to the Premises is sub metered, there is attached hereto, incorporated herein, and made a part of hereof, a “Water Sub metering Addendum” on which is set forth:

A. a description of services given by said Community and the responsibilities of Residents of said Community as pertains to water submetering; and

B. a summary of Public Utility Commission Submetering Rules.

XXX. **EMERGENCY MAINTENANCE NUMBER:** The telephone number of the person who may be contacted for emergency maintenance is: **Benton Rutledge, (214) 926-8382.**

XXXI. **ADDRESS FOR OFFICIAL NOTICE TO LESSOR:** The name and address of the person designated to accept official notices for the landlord is **Concord-Westway Communities, LP, 7015 Snider Plaza, Suite 205, Dallas, TX 75205.**

XXXII. **DISCLOSURE OF OWNERSHIP AND MANAGEMENT:** Lessor is the record title holder to the Community and its address is: **7015 Snider Plaza, Suite 205, Dallas, TX 75205.**

XXXIII. **PROPERTY TAXES:** Except as might otherwise be provided in an installment contract for the purchase of a home between Lesson and Lessee, Lessee agrees to pay all property taxes assessed against their manufactured home by their original due date and to provide Lessor with written receipt evidencing such payment within sixty (60) days after the official due date. Failure to timely provide such receipt will constitute a breach of this Lease.

XXXIV. SPECIAL

PROVISIONS:

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Lessor's initials: \_\_\_\_\_ Lessee's initials: \_\_\_\_\_ / \_\_\_\_\_

Executed on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**READ THIS AGREEMENT IN ITS ENTIRETY BEFORE SIGNING. PLEASE KNOW THAT CHAPTER 94 OF THE TEXAS PROPERTY CODE GOVERNS CERTAIN RIGHTS GRANTED TO THE TENANT AND CONTAINS CERTAIN OBLIGATIONS IMPOSED ON THE LANDLORD BY LAW.**

X \_\_\_\_\_ (Lessor) X \_\_\_\_\_ (Lessee)

Concord-Westway Communities, LP

7015 Snider Plaza, Suite 205

Dallas, TX 75205

(214) 925-8382

**Electric Verification**

Date: \_\_\_\_\_, 20\_\_\_\_\_

Resident (s): \_\_\_\_\_  
\_\_\_\_\_

You are required to provide management proof of electric service in your name within 72 hours of move in date.

Failure to connect or maintain service in your name will result in an automatic one-time violation fee of \$ 80 plus \$ 10 for each additional day and charges we are billed for you for electric usage.

Thank you,

Benton Rutledge

Property Manager