

GANTT'S MOBILE HOME COMMUNITY
MARTINSBURG, WEST VIRGINIA

LANDLORD-TENANT LEASE WITH RULES AND REGULATIONS

This Lease Agreement ("Lease") is made and entered into between Gantt's Mobile Home Community (Dianna Gantt, Owner), hereinafter called "Landlord", and _____, (hereinafter called "Tenant"), and is effective this _____ day of _____, of the year _____.

In consideration of Tenant's payment of rent and agreement to and compliance with the other provisions set forth in this Lease, Landlord leases to Tenant and Tenant rents from Landlord, for use and occupation as a private residence, lot number _____ having address of _____

hereinafter called "the Premises", on the following terms and conditions:

This Lease permits occupancy only by the Tenant and the following additional persons:

1. LEASE TERM: The term of this Lease shall be for one year for Single-wide homes or five years for Doublewide homes from the date Lease is entered into. At the end of the term of this Lease, the term shall be month to month, unless sooner terminated as set forth herein.

2. RENT: The rent for the term is \$_____, payable in advance without demand or notice, on the first day of each month. Rent received before 4:00 pm on the fifth day of the month is discounted \$50.00, making it \$_____. Rent may be paid by cash, check or money order. Rent may be mailed to PO Box 974, Martinsburg, WV 25402 or deposited into the rent slot of the office located at 360 Janesa Drive in Gantt's Mobile Home Community ("the Community"). There is a \$30.00 fee for checks not honored for any reason. If the Tenant pays rent with a check that is not honored more than two times, future rent payments must be made with a money order or cash. Landlord may make changes to the payment arrangements with a thirty (30) day notice.

3. SECURITY DEPOSIT: A Security Deposit of \$_____ shall be paid at the beginning of this lease Agreement, which shall not bear interest and need not to be kept separately.

Landlord shall refund the full security deposit within 30 days from the date Tenant removes the mobile home from the Community and terminates this lease or delivers a copy of an executed bill of sale transferring ownership of the mobile home to a new tenant who has entered into a lease with Landlord.

Landlord may retain all or a portion of the security deposit only for the following reasons: 1) non-payment of rent; 2) damage to the lot, unless it is a result of normal wear and tear; 3) expenses for removal from the lot of any property abandoned by Tenant.

4. NONDISCRIMINATION: Landlord shall not discriminate against any Tenant or prospective Tenant on the basis of a person's race, religious creed, color, sex, sexual orientation, gender identity, age, marital status,

disability, or national origin. Nor shall Landlord discriminate against Tenant because Tenant intends to occupy the Premises with minor children or is a recipient of public assistance.

5. SUBLETTING: Subletting or assignment is strictly forbidden. Owner occupied homes only.

6. OCCUPANCY AND USE: The Premises shall be used solely as a private dwelling for Tenant and those persons identified on the application. No other persons may reside on the Premises without express written consent from Landlord. All Tenants will be on file with Landlord's office, giving the names of all persons who will occupy the home, whom to notify in case of an emergency, current vehicle description and license number. Proof of mobile home ownership (WV title) must be provided with a signed lease. It is the Tenant's responsibility to keep the Landlord updated if any information should change. Tenant agrees to keep the premises clean, sanitary, and in good order, and agrees not to hamper, disturb, or interfere with other Tenants in the community. Tenant agrees to comply with all laws, ordinances, rules and regulations, directions of governmental authorities. Guests are permitted in the homes of Tenants, but only for a maximum of two (2) weeks. Stays in excess of two (2) weeks must be explicitly approved by Landlord in writing; and Landlord has the right to refuse tenancy to any individual who, in its sole and absolute discretion, while staying as a guest in the community, has violated the rules and regulations of the community or otherwise violated the right to quiet enjoyment of any other Tenant.

7. ALTERATIONS, ADDITIONS AND IMPROVEMENTS: Tenant shall make no alterations, improvements, or changes to the exterior of the manufactured home or the leased site or the equipment provided by the Landlord, if any, without written consent of the Landlord. This includes, but is not limited to, any landscaping that Tenant wishes to do. Any proposed alteration may be denied at Landlord's sole discretion. All shrubbery or trees will become a permanent part of the premises regardless of who plants it and may not be removed upon the termination of this contract. Tenants are responsible for calling "miss utility" prior to any digging to verify the location of any underground utilities.

8. RELEASE OF LIABILITY: The Landlord shall not be held liable for any damage or injury which may be sustained by the Tenant or any other person, as a result of the failure, leakage, breakage, or the obstruction of the water, sewer, or drainage pipes, or the electrical, gas, or oil system; or by reason of the elements, or resulting from the carelessness, negligence, or improper conduct on the part of any other tenant or the Tenants' agents, guests, licensees, invites, or successors. Tenants are required to obtain the necessary insurance against these above contingencies. We recommend that smoke detectors and fire extinguishers be installed in each home.

9. INTERRUPTION OF SERVICE: Interruption or failure of any service provided and maintained by the Landlord for the premises, if due to cause beyond the Landlords control, shall not entitle Tenant to any claim against Landlord or to any reduction in rent, and shall not constitute constructive eviction unless Landlord shall fail to take such measures as may be reasonable in the circumstances to restore the service without undo delay.

10. SUBORDINATION: This lease shall always be subordinate to any mortgage now or hereafter placed against the premises, and the Tenant agrees to execute such documents as are necessary to complete such subordination, or in lieu thereof, Tenant appoints Landlord as Tenants' agent irrevocably to execute such documents as are necessary to complete such subordination.

11. INSTALLATION AND MAINTENANCE OF HOME AND SITE:

All homes brought into the Community are to be installed in accordance with the rules and standards set forth and in accordance with the Manufactures' Written Installation Instructions. Tenants shall be solely responsible for any damage to Community property or that of other Tenants resulting from the installation or removal of their home.

Homeowners will be required to apply/purchase all necessary permits, for installing and furnishing all materials, labor, permits and inspections necessary to properly set up home to include footers, block and level the home, anchors, tie downs, water and sewer hookups, electrical hookup.

All new homes entering the Community must be less than ten (10) years old. If home is not brand new, Landlord must see and approve home.

- a. Exterior colors on homes, sheds, carports and the like shall be earth tone and be pre-approved by Landlord. Wood siding and trim shall be sealed to maintain its original factory color or stained.
- b. Each home must have address attached in numerals at least five (5) inches high and clearly visible from the street.
- c. Approved skirting is required and must completely close the space beneath the home. Skirting is to be properly ventilated and access panels of sufficient size in the utility hook-up areas must be in place. Wind bracing on the bottom channel is highly recommend. Skirting color is to match and/or attractively accent the exterior of the home. Tenant shall skirt the home within thirty (30) days of occupancy. The skirting, as well as the siding, must be kept clean and in good condition at all times. Damaged, dented or missing components such as corners, top rails, panels, j-channels or access panels must be replaced immediately. The exterior area is to be maintained in a neat and attractive manner at all times. The area under the home is to be kept clean.
- d. Prior to installing a porch, deck or awning, Tenant must first obtain the written approval of Landlord and furnish any requested information regarding the same. Tenant shall also obtain any local building, plumbing, mechanical and electrical permits if required. All porches and decks must be constructed of rot-resistant wood and be enclosed to grade with a material approved by Landlord.
- e. All decks must be built to Berkeley County building code specifications and must be inspected by the county building inspector. Steps leading to the entry doors are to be of rot-resistance wood or other pre-approved rot-resistant material. Tenant assumes the responsibility of maintaining the steps, handrails and guardrails in a safe and attractive manner. Main entry door is to be used as a primary home entrance unless Landlord, in its sole discretion, considering the uniqueness of the site or the special needs of Tenant, gives written approval for any change. Appropriate front porch of at least 8 x 10 feet and no larger than 4 x 4 feet on the back, steps, including railing around porches and going down steps must be installed. The decision as to whether a front porch or back steps qualifies as "appropriate" is in the sole and absolute discretion of Landlord.
- f. Utility connections of electrical, water, sewer and gas for the home are the sole responsibility of Tenant. Tenant is responsible for their water and sewer lines from the ground exit to the home. It is recommend that tenant protect lines from freezing. All the utility hook-ups to the home shall be in compliance with any applicable codes. In addition, Tenant assumes all cost for repair of water lines (including the Community's water riser) due to breakage from freezing. Tenant is advised to install

a check valve on the cold water supply to the hot water heater to protect it from damage during an unforeseen interruption in water supply. If a repair to underground utilities (owned by the community) is necessary tenant is responsible to have utility reconnected to the home.

- g. Central air conditioner compressors must be placed on a commercial compressor support. Window air conditioning units must be securely braced to the home, and not supported by ground braces or wood.
- h. Hitches must be removed from the manufactured home upon installation and stored beneath the home. Axles must remain on the manufacture home chasses.
- i. Telephone and TV cable lines are to be buried under ground during installation by the appropriate company. Resident is responsible for confirming that this is done.
- j. A Satellite Dish which does not exceed one (1) meter in diameter may be installed upon the manufactured home. Written approval of Landlord is required prior to the installation. Antennas intended for Television, ham radios, AM/FM radios, scanners or CB radios are not permitted.
- k. Only one (1) shed is permitted per site, and is subject to the following requirements:
 - 1. Only wooden sheds built with rot-resistance wood. Sheds can be vinyl sided in the same color or a coordinating color as the home to which it belongs.
 - 2. Sheds are not to exceed 100 square feet of floor area and are to be no higher than 8' to 9' at the highest point when measured vertically from the ground.
 - 3. Sheds are to have a pitched shingle roof.
 - 4. Particle board sheathing and/or trim is not allowed.
 - 5. Landlord reserves sole discretion in determining proper location of shed on leased site, so approval of planned site must be given by Landlord in advance.
 - 6. Any sheds not in compliance with these rules will not be permitted to remain in Community.

The mobile home site is comprised of the area on which the home is installed, together with the porch area, designated parking space(s), and the lawn area – all of which the Tenant is required to maintain. Questions regarding what area(s) Tenant is to maintain are to be directed to Landlord. The Mobile home site does not have any fixed boundaries, lot lines or square footage and the actual size of the site may vary from time to time, during this lease term and any extensions of the lease, depending upon the size of the mobile homes which are, or may be, installed on adjacent sites. Typically Tenants should use their front door as their main in and out access. Typically the “lawn area” is considered the front of the home up to approximately 4 ft. to the backside of the adjacent home and 4 ft. on the backside of the Tenant’s home.

Tenants shall keep the premises neat, clean, and in good repair. Tenant’s occupancy of the Premises must not be detrimental to any other Tenant or to the operation of the park for health, safety or aesthetic reasons. Tenants must keep the lot clean, lawns cut, and high grass trimmed around the home and lot.

12. RESPONSIBILITIES OF THE TENANTS:

Tenant is required to update Landlord immediately when any change occurs which would affect the accuracy of the information that was provided during application, i.e., telephone numbers, employment, emergency contact numbers, lien holder information, description of all vehicles to include year, make & model, color, and license plate number. Any change in the identity of the occupants of the home must also be reported to Landlord immediately.

Tenant must follow all Rules and Regulations of the community, including, but not limited to, the following:

- a. Tenant is responsible for maintaining, at his own expense, the property and leased site in a safe, clean, attractive fashion. Failure to comply with these requirements will result in Termination of Tenancy.
- b. All windows and doors are to be in good condition. Broken windows, doors or torn screens must be repaired immediately. No plastic is to be used for repair. All windows must have proper window treatments. All window treatments when viewed from the exterior of the home must be in good condition. No towels, blankets, broken blinds, sheets, newspapers, etc. can be used as window treatments.
- c. Lawns are to be mowed, raked free of leaves, kept free of garbage, clutter and debris, and neatly trimmed. Any landscaping such as flower beds, shrubbery, walkways, etc. must be properly weeded and maintained. Shrubby must not be allowed to get over grown. Tenant must maintain a healthy and attractive home site. Garbage must be kept in proper waste receptacles, as set forth in paragraph "j" below.
- d. No towels, rugs, clothing or other forms of laundry of any description may be hung outside of the home. No clotheslines or lines of any kind are permitted.
- e. All outdoor furniture must be maintained in a safe and attractive condition. Only furniture specifically designed for outdoor use is permitted to be used outdoors.
- f. Outside storage is prohibited. All items, including but not limited to toys, bicycles, lawn care equipment, folding lawn chairs, garden tools, ladders, etc., must be stored in a shed. Barbecues and/or grills maybe kept on a deck or stored behind the main entry steps when not in use.
- g. Tenant shall properly maintain the home site so as to discourage and inhibit rodents, insects, wild animals and feral cats from nesting, seeking refuge or frequenting the home site.
- h. Tenant shall not contaminate the home site by his/her use or misuse of hazardous substances, toxic substances, wastes or pollutants which are regulated under any local, state or federal law. Tenant is responsible for and shall hold Landlord, Owner, and Landlord's agents and employees, harmless from any clean-up costs which result from Tenant's contamination of the home site.
- i. Absolutely no trampolines, basketball nets (portable or permanent) or swimming pools will be permitted on home site.
- j. **GARBAGE REMOVAL:**
 - a. Tenant is responsible for removal of garbage. Tenant must set up an account with Apple Valley Waste or other properly licensed waste removal company, to have garbage removed weekly.
 - b. Garbage must be bagged and kept in a plastic or metal container with lids and stored out of sight. Containers must have address numbers on them and be kept clean and in good repair. No loose garbage is to be set out at any time.
 - c. Garbage must be set out along street **ONLY** on the morning of designated pick up day. Tenant is responsible for arranging the removal of large, bulky and/or heavy items at his own expense.
- k. **MAILBOXES:** Cluster boxes are located throughout the community. Tenant is responsible for contacting the Martinsburg Post Office for keys and/or replacement keys. Anyone caught damaging or defacing the mailboxes will be evicted. No fliers or notices are permitted to be posted on mailboxes by anyone other than Landlord.
- l. **AUTOMOBILES:**
 - a. All vehicles are required to be operational and have current West Virginia licenses and inspections.

- b. Any vehicle that is not operational for more than one (1) week or without current tags and inspection or leaking fluids, will be towed at the vehicle owner's expense.
- c. No vehicle repairs are permitted on the Premises, other than minor repairs that do not disable the vehicle for more than 24 hours.
- d. Vehicles are not permitted to be parked in the yard or grass areas of the community.
- e. No vehicle over 1 ton capacity is permitted.
- f. Speed limit is 10 mph in the community. Tenants and their guests must observe careful driving habits and adhere to the speed limit while in the community.
- g. Only licensed drivers are permitted to drive vehicles on Community roads.
- m. Motorcycles are allowed to operate only for transportation in and out of the Community. Joy riding within the Community is not allowed.
- n. Trail bikes, minibikes, snowmobiles, 4-wheelers, ATV's, UTV's and other similar recreational vehicles are not permitted to operate in the community. Storage or parking of boats, campers, motor homes and other forms of this nature is also strictly prohibited. Tenant may request permission for utility trailers to be parked on the home site's parking area and Landlord at its sole discretion may approve.
- o. All Tenants are to respect the rights of others to enjoy the quiet and peaceful use of this Community.
 - a. Respect the property of other tenants, Landlord, and surrounding land owners. Any tampering with, or destruction of, such property will result in eviction. Tenants will be held directly responsible for any disturbance or damage caused by their family or guests.
 - b. No drunkenness, immoral conduct, abusive language, loud parties, loud radios or TV, loud mufflers or excessive noise of any kind will be tolerated.
 - c. No criminal activity or trouble with any law enforcement agency will be tolerated.
 - d. Bow and arrows, BB guns, slingshots, paintball guns, fireworks, and firearms are strictly forbidden to be used in the community.
 - e. Children are to be supervised at all times.
 - f. It is highly recommended that no one walk around in the community after 9pm.
 - g. Absolutely no loitering with community.
- p. Tenant may have up to two (2) domesticated animals per household. Failure to abide by the rules and regulations will result in loss of this privilege.
 - a. Tenant must register pets with Landlord, provide proof of rabies vaccinations, provide a picture of the pet, and update Landlord immediately regarding any changes.
 - b. Tenant is solely and totally responsible for the behavior of each pet. Noisy, unruly, or dangerous pets will not be allowed to remain in the Community. The decision to permit a pet to remain in the community is at the sole and absolute discretion of Landlord.
 - c. All pets must be on a leash, with a person in charge, at all times when outside of the manufactured home.
 - d. Tenant is required to clean up their pet's defecation on the home site daily and while walking their pet, on a leash, immediately.
 - e. No pet may be sheltered or maintained anywhere other than inside of the manufactured home. Pets can never be tied outside or allowed to run free. Furthermore, outside houses and fenced in enclosures are strictly prohibited.

- f. Pets must be fed inside homes only. Leaving food outside or otherwise violating this rule shall be grounds for immediate eviction.

13. RESPONSIBILITIES OF LANDLORD

Landlord shall maintain the common areas.

Landlord will keep the community roads reasonably free from hazards and ensure safe and reliable ingress, egress and use without unreasonable interruption on a year-round basis. Landlord will make reasonable efforts to provide adequate and timely snow removal and to mitigate icy conditions.

14. ACCESS

Landlord (or its Agent, repair person) shall have the right to enter the mobile home lot at any time which is necessary to make needed repairs or to inspect exterior of home and premises. This right shall exist whether or not Tenant or other occupants shall be on the premises at such time.

15. SALE OF HOMES LOCATED IN COMMUNITY

Prior to selling a home with the intent for the home to remain in the community, Tenant shall notify the Landlord in writing at least 30 days prior to attempting to sell the home. Home must meet community standards and have written approval from Landlord before it is sold. Homes resold in the community must have an electrical inspection of all electrical connections from the meter socket to the home's electric panel, all exterior lights, all exterior receptacles, wires and disconnect for central air conditioner, wires and disconnect for storage buildings and all exterior wiring by a certified electrical inspector. Any repairs or electrical upgrades deemed necessary from the inspection must be made before any new Tenant can move into home. A copy of the electrical inspection must be given to Landlord, along with proof that repairs and any necessary upgrades have been completed.

If the home requires any repairs (other than electrical) or maintenance in order to be approved to remain in the community, all such repairs must be completed prior to the home being sold, unless there is a express written agreement with Landlord and new owner that they will be completed at a later date.

All prospective Tenants must submit a completed rental application and be approved for residency prior to occupying any home within the community. There is a one-time non-refundable thirty-five (\$35) dollar application fee for primary applicants 18 years of age or older. Prospective Tenants will be fairly evaluated on credit worthiness, including but not limited to income stability (employment/salary details), rental history, and credit history, criminal and civil actions. Landlord has the right to reject a prospective tenant due to false or misleading statements on the Rental Application and/or for any reason not prohibited by law. All prospective Tenants must complete these steps prior to the closing on the sale of the manufactured home. After sale, proof of the transferred title must be provided to Landlord.

All non-applicant occupants age 18 or older will be subject to a criminal background check; landlord reserves the right to renew this background check periodically.

16. POSSESSION

Taking possession of the premises by Tenant shall be conclusive evidence against Tenant that premises were received in good condition.

17. FIRE AND CASUALTY

If Tenant's property and/or the premises are damaged by fire or other casualty, Tenant shall cause the damage to be repaired or the home removed, and rent will not be abated for such period of time. Tenant agrees to release Landlord from any and all claims for loss, damage, or inconvenience arising from such fire or casualty.

All Residents are advised to exercise proper care and safety to insure against accidents occurring in and around the manufacture home, the home site and surrounding Community.

All homes are to be kept free from fire hazards. Clothes dryers must be property vented through the skirting and not under the home. Vents should be checked and cleaned regularly.

Tenant shall not openly burn debris, trash or leaves in the Community. Open fires are not permitted.

Prior to occupancy, or upon any change in circumstances, Tenant shall furnish to Landlord the name, address and telephone number of a person to be notified in case of an emergency.

18. ABANDONMENT

- A. A mobile home will be considered abandoned if all of the following conditions exist:
 - 1. A reasonable person would believe that the mobile home is not occupied as a residence;
 - 2. The rent for the lot is at least 30 days delinquent; and
 - 3. The Landlord has attempted to contact the Tenant at the Tenant's home, last known place of employment and last known mailing address without success.
- B. Abandonment of the mobile home is a substantial violation of the Lease terms and may result in immediate eviction proceedings.
- C. The Community Owner may sell or remove the abandoned mobile home in accordance with the applicable State Laws.

19. TERMINATION OF THIS LEASE OR ABANDONMENT:

Tenant may terminate this Lease by giving the Landlord a minimum of thirty (30) days' written notice of Tenant's intention to terminate the Lease and vacate the premises.

Landlord may terminate this Lease at any time for nonpayment of rent, violation of the Lease terms, or violation of the rules and regulations promulgated thereunder, as provided by West Virginia Code §§ 37-15-6 and 55-3B and any other provisions of the West Virginia Code.

Upon termination of this lease, Tenant agrees to surrender possession of premises in as good order and repair as when as when received.

If Tenant abandons the Mobile home for any reason, Landlord will provide 30 days' notice (or other notice as may be required by law) to Tenant of Tenant's obligation to remove the manufactured home. If Tenant fails to comply with the terms of the notice and Landlord is forced to remove the manufactured home, Tenant shall be responsible for any and all expenses incurred by Landlord to remove the home or other property from the home site, as well as all costs incurred to restore the home site to its original condition. Tenant is responsible for all rent due to Community during the thirty (30) day notice period and for any and all additional time after the thirty (30) day notice period during with the home remains on site.

