

Mooresville Affordable Development LLC Lease Agreement
1046 N Main Street • PO Box 1087, Mooresville NC 28115 • (704) 664-1659

1. PARTIES AND DWELLING UNIT:

The parties to this Lease Agreement are **Mooresville Affordable Development LLC** referred to as the Landlord, and _____ referred to (individually or together) as the Resident. The Landlord leases to the Resident the dwelling unit located at **Mooresville, NC 28115** referred to as the Unit. The premises includes the Unit and the structure of which it is a part and facilities and appurtenances therein and grounds, areas, and facilities normally held out for the use of residential tenants.

All notices and other communications required under this Lease Agreement shall be made to the Landlord, c/o the Management Office at **1046 N Main Street, Mooresville NC 28115** or to such other address as Landlord may provide in writing.

The household members listed below are the only people permitted to reside in the Unit. This provision is not intended to exclude the care of foster children or live-in care of the Resident or Resident's household member provided the accommodation of such person(s) conforms to the Landlord's occupancy standards and the Landlord has granted prior written approval for the foster child(ren) and/or live-in aide to reside in the unit.

Name	Relationship	Date of Birth

Resident shall immediately notify the Landlord, in writing, whenever any member of the household authorized to reside in the Unit is no longer residing in the Unit. Failure to immediately notify the Landlord, in writing, of changes in household members will result in the Resident being held liable for all actions of such person and any violation of the Lease Agreement by such person will be grounds for termination of tenancy and eviction from the Unit. In addition, Resident understands that the Landlord assigns dwelling units according to the Occupancy Standards published in its Admissions and Continued Occupancy Policy. If based on changes in household size, Resident is or becomes eligible for a different type or size dwelling unit and an appropriate dwelling unit under this program and the Landlord's transfer policy becomes available, the Resident shall be given a reasonable period of time, which shall not exceed sixty (60) days unless an unusual hardship condition exists, to move. If the Resident fails to timely move to the designated dwelling unit within the notice period specified by the Landlord, the Landlord may terminate this lease.



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2. TERM:

The initial term of this Lease Agreement shall begin on _____ and end on _____. After the initial term ends, the Lease Agreement will be automatically renewed on a month-to-month basis unless terminated as permitted by Paragraph 17 of this Lease Agreement.

3. RENT:

- a. The Resident agrees to pay \$_____ for the partial month ending on _____. For the remainder of the initial term, Resident agrees to pay a rent of \$_____ per month. This amount is due on the first (1st) day of the month to the Landlord or at such other mailing address as the Landlord may provide. Payments made as rent will be applied to any outstanding balance, which may include rent, utilities, maintenance, or any other balance owed.
- b. Residents' rent may be increased as a result of assistance provided through the Housing Choice Voucher Program. Provisions which are required by those programs or by the agencies administering those programs are referred to in this Lease as Public Requirements and are applicable even if not specifically set forth. Provisions for assistance through a Housing Choice Voucher Program (if applicable) are in the attached Tenancy Addendum Section 8 Project-Based Voucher Program HUD 52520.c.

4. CHARGES FOR LATE PAYMENTS, RETURNED CHECKS, FEES COURT AWARDS:

If the Resident does not pay the full amount of the rent due under this Lease Agreement by the 5th business day of the month, the Landlord may collect a fee of \$10 on the 6th business day of the month. The Landlord may collect a fee of \$15 any time a check is returned for insufficient funds. The charges discussed in this paragraph are in addition to the regular monthly rent payable by the Resident. The Landlord may collect a charge for costs and/or reasonable attorney's fees, which a court may award in favor of the Landlord in connection with a legal proceeding in which the Resident does not prevail, up to the maximums identified in North Carolina General Statute Section 42-46.

5. CONDITION OF DWELLING UNIT:

- a. By signing this Lease Agreement, the Resident acknowledges that Resident has inspected the Unit and it is safe, clean, and in good condition. The Resident agrees that all appliances and equipment in the Unit are in good working order, except as described in the pre-occupancy Unit Inspection Report. The Resident also agrees that the Landlord has made no promises to decorate, alter, repair, or improve the Unit except as listed on the pre-occupancy Unit Inspection Report.
- b. Landlord will inspect the Unit and its appliances and equipment at least annually and when Resident vacates the Unit. Resident or Resident's designee may accompany Landlord during the inspection. Landlord reserves the right to photograph, videotape or otherwise visually record the inspection, with reasonable access to such visual record being provided to Resident. Landlord will furnish Resident with a copy of any inspection report upon request. Any such report will be signed by Landlord and Resident and retained in Resident's file. If Resident refuses to sign such report, it will nonetheless be deemed accurate unless Resident provides a written statement identifying his/her disagreement and Resident requests a grievance hearing.

6. CHARGES FOR UTILITIES AND SERVICES:

The following charts describe how the cost of utilities and services related to occupancy of the Unit will be paid. The Resident agrees that these charts accurately describe the utilities and services paid by the Landlord and those paid by the Resident.

- a. The Resident must pay for the utilities marked with an "X" below. Payments should be made directly to the appropriate utility company. The Resident shall ensure that utility services remain on in the Unit while Resident



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retains occupancy. Failure by the Resident to continuously maintain tenant paid utilities to the Unit will be considered a material violation of this Lease Agreement. The items not indicated with an "X" below are included in the Resident's rent. Resident shall take reasonable measures toward energy conservation in his/her use of utilities.

<u>Put "X" by any Utility Resident Pays Directly</u>	<u>Utility or Service</u>
_____	Gas
_____	Electricity
_____	Water/Sewer

7. SECURITY DEPOSITS:

The Resident has deposited \$ 200.00 with the Landlord. The Landlord will hold this security deposit in accordance with North Carolina General Statute Section 42-50 for the period the Resident occupies the Unit. Said security deposit is being held in a trust account in the following bank: Carter Bank & Trust, whose address is 231 E Plaza Drive, Mooresville, NC 28115. After the Resident has moved from the Unit, the Landlord will determine whether the Resident is eligible for a refund of any or all the security deposit. The amount of the refund will be determined in accordance with the following conditions and procedures:

- a. The Resident will be eligible for refund of the security deposit only if the Resident provided the Landlord with the 30-day written notice of intent to move required by Paragraph 18.
- b. After the Resident has moved from the Unit, the Landlord will inspect the Unit and complete a post-occupancy Unit Inspection Report.
- c. The Landlord will refund to the Resident the amount of the security deposit, less permitted uses of the deposit as identified in North Carolina General Statute Section 42-51, including but not limited to, any amount needed to pay the cost of:
 - (1) unpaid rent;
 - (2) damages that are not due to normal wear and tear and are not listed on the pre-occupancy Unit Inspection Report;
 - (3) charges for delinquent payment of rent and returned checks, as described in Paragraph 4;
 - (4) charges for unreturned keys, as described in Paragraph 8;
 - (5) charges for costs and/or reasonable attorney's fees which a court may award in favor of the Landlord, in connection with a legal proceeding in which the Resident does not prevail; and
 - (6) any other charges properly owing from Resident to Landlord.
- d. The Landlord agrees to refund the amount computed in Paragraph 7c as provided in North Carolina General Statutes Section 42-52, as may be amended. Landlord shall itemize in writing any damage and mail or deliver same to the Resident, together with the balance of the security deposit, no later than 30 days after termination of the tenancy and delivery of possession of the Unit to the Landlord. If the extent of the Landlord's claim against the security deposit cannot be determined within 30 days, the Landlord shall provide the Resident with an interim accounting no later than 30 days after termination of the tenancy and delivery of possession of the Unit to the Landlord and shall provide a final accounting within 60 days after termination of the tenancy and delivery of possession of the premises to the Landlord.
- e. If the Unit is rented by more than one person, the Residents agree that they will work out the details of dividing any refund among themselves. The Landlord will issue the security deposit refund to the Resident listed on this



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Lease Agreement unless Resident is deceased or incapacitated, and the Resident specified another individual on their emergency contact form in the event of their death or incapacitation.

- f. The Resident understands that the Landlord will not apply the security deposit, in advance of the Resident moving out to the last month's rent or to any charges owed by the Resident. Resident shall provide new or forwarding address. If Resident's address is unknown the Landlord shall apply the security deposit as permitted in North Carolina General Statutes Section 42-51 after a period of 30 days and shall hold the balance of the deposit for collection by the Resident for at least six months.

8. KEYS AND LOCKS:

The Resident agrees not to install additional or different locks on any doors or windows of the Unit. The Resident agrees to provide the Landlord with a key for each lock. When this Lease Agreement ends, the Resident agrees to return all keys to the Unit to the Landlord. The Landlord may charge the Resident for each key not returned at termination of this Lease Agreement, and for the replacement of lost keys while the Resident occupies the Unit, in accordance with a Schedule of Charges posted in the Management Office.

9. DEFECTS & HAZARDS TO LIFE, HEALTH, OR SAFETY:

- a. The Resident shall immediately report damages, defects, and hazardous conditions in the Unit to the Landlord.
- b. The Landlord shall be responsible for repair of the Unit within a reasonable time; provided, that if the damage was caused by the Resident, Resident's household or guests, the cost of the repairs shall be charged to the Resident.
- c. Wherever damage is caused by carelessness, misuse, or neglect on the part of the Resident, Resident's household or guests, or any failure or refusal to fulfill the Resident's obligations set forth in Paragraph 13 of this Lease Agreement, the Resident agrees to pay the cost of all repairs, at the rates contained in a Schedule of Charges which is posted in the Management Office and incorporated herein by reference, which Schedule of Charges may be changed from time to time.

10. RESTRICTION AND ALTERATIONS:

The Resident agrees not to do any of the following without first obtaining the Landlord's written permission:

- a. change or remove any part of the appliances, fixtures, or equipment in the Unit.
- b. install cable or satellite without first obtaining a letter from management to provide to the company that will be installing service.
- c. install washers, dryers, portable dishwashers, ceiling fans, window air conditioners; or
- d. install a waterbed or other device that holds substantial amounts of water.

11. OCCUPANCY:

The Resident shall have the right to exclusive use and occupancy of the Unit. Guest means any person not listed on this Lease Agreement who temporarily visits the Unit or premises with the consent of the Resident or member of the Resident's household. No Guest may stay overnight on the premises more than 14 days during any 12-month period without the express written permission of the Landlord. Allowing Guests to stay on the premises in violation of this provision will be deemed a material violation of this Lease Agreement and is grounds for termination of this Lease Agreement and eviction of the Resident.



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12. OBLIGATIONS OF LANDLORD:

Landlord shall be obligated, other than for circumstances beyond its control, as follows:

- a. To maintain the premises in decent, safe, and sanitary condition.
- b. To comply with requirements of applicable building codes, housing code, and HUD regulations materially affecting health and safety.
- c. To make necessary repairs to the premises.
- d. To keep project buildings, facilities, and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition.
- e. To maintain in good and safe working order and condition: electrical, plumbing, sanitary, heating, ventilating, and other facilities, and appliances, including elevators, supplied, or required to be supplied by the Landlord.
- f. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of a Resident or Resident's household) for the deposit by Resident of garbage, rubbish, and other waste.
- g. To supply running water and reasonable amounts of hot water at appropriate times of the year, except where heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection.
- h. To provide extermination services, as necessary.
- i. To make necessary repairs with reasonable promptness.
- j. To maintain exterior lighting in good working order.
- k. To comply with all requirements for fit premises listed in North Carolina General Statutes Section 42-42, as may be amended, not specifically referenced herein.

13. OBLIGATIONS OF RESIDENT:

Resident shall be obligated as follows, and shall ensure that Resident's household members, visitors and guests comply with the following:

- a. Not to assign the Lease Agreement or to sublease or transfer possession of the Unit.
- b. Not to provide accommodations for boarders or lodgers.
- c. To use the Unit solely as a private dwelling for Resident and Resident's household as identified in the Lease Agreement, and not to use or permit its use for any other purposes. With the written consent of the Landlord, obtained in advance, members of Resident's household may engage in legal business and other activities in the Unit, where the Landlord determines that such activities are incidental to primary use of the Unit for residential purposes by members of the household.
- d. To abide by necessary regulations issued by the Landlord for the benefit and well-being of the premises and the residents. Said regulations shall be posted in the Management Office and are incorporated by reference in this Lease Agreement.



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- e. To comply with all obligations imposed upon residents by applicable provisions of state law and of building and housing codes materially affecting health and safety, including Residents obligations to maintain the Unit as identified in North Carolina General Statutes Section 42-43.
- f. To keep the Unit, adjacent grounds, and other such areas, as may be assigned to Resident's exclusive use, in a clean, orderly, and safe condition (but not to make repairs, alterations or redecoration without the Landlord's written consent).
- g. To dispose of all garbage, rubbish, and other waste from the premises in a sanitary and safe manner.
- h. To use only as intended all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other devices and appurtenances including elevators.
- i. To refrain from destroying, defacing, damaging, or removing any part of the premises.
- j. To conduct himself/herself/themselves and cause other persons who are on the premises with Resident's consent (whether or not such person's presence on the premises is then known by the Resident or the Resident is aware of the conduct of such persons) to conduct themselves in a manner which is legal, orderly and which will not disturb his neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition.
- k. To provide that the Resident, any member of the Resident's household, any guest, visitor or invitee, shall not engage in criminal activity, including, but not limited to, drug-related criminal activity, on or near the premises (drug-related criminal activity means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of, a controlled substance) and shall not display, use, or possess firearms (operable or inoperable) or other weapons, including but not limited to air rifles (to include paintball guns, BB guns, and pellet guns), rifles, shotguns, handguns, bows and arrows, knives (other than ones being used for cooking or eating food), swords, electro-shock or similar stun weapons, pepper spray, or any other weapon used for assaulting, stunning, immobilizing, or injuring another person on the premises.
- l. To keep no dogs, cats or other animals or pets in or on the premises except with the written consent of Landlord, which will be given in accordance with Landlord's pet policy and state and federal law, and to comply with all of Landlord's rules concerning the keeping of any approved pet.
- m. To pay Landlord's established charges for the repair of damages to the premises, property buildings, facilities, or common areas (other than for normal wear and tear) that are caused by Resident, Resident's household, or guests, or by Resident's failure to report needed repairs.
- n. To permit the Landlord, pursuant to the provisions of Paragraph 16, to enter the Unit for the purpose of performing periodic inventories and inspections, routine maintenance, making improvements or repairs, or showing the Unit for re-leasing.
- o. To promptly report to the Landlord any needed repairs to the Unit or any unsafe conditions in the common areas and grounds which may lead to damage or injury.
- p. To refrain from placing fixtures, private property, signs, or fences in or about the premises, or affixing to the buildings, metal, sidewalks, patios, or other structures.
- q. To notify the Landlord of any absence from the Unit which exceeds 14 days.
- r. To leave the Unit, upon vacating the premises, in a clean and safe condition (normal wear and tear excepted) and to return the keys to the Landlord. Any property left by the Resident or Resident's household in or about the



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premises after Resident vacates will be considered as abandoned and may be disposed of by the Landlord in accordance with Paragraph 19 of this Lease Agreement.

- s. **Duty to Clean and Ventilate:** To address the increasing concerns about mold and mildew, Resident hereby acknowledges mold and mildew can grow in the Unit if the Unit is not properly maintained and ventilated and it is important for Resident to allow air to circulate in the Unit.

14. TENANCY ADDENDUM:

The Resident agrees to obey the Tenancy Addendum, which is provided as an Attachment to this Lease Agreement. The Resident agrees to obey additional addendum established after the effective date of this Lease Agreement. The Resident will receive written notice of the proposed addendum(s) at least 30 days before the addendum is enforced.

15. CERTIFICATION AND RECERTIFICATION OF INCOME AND FAMILY COMPOSITION:

Resident acknowledges that Resident's eligibility for the Unit and/or the rent charged has been determined based on Resident's application, including Resident's representations about family income and composition. Resident certifies that all such representations were and are materially truthful and accurate. If Resident has falsely certified to Resident's income and family composition, such false certification will be deemed a material violation of this Lease Agreement and is grounds for termination of this Lease Agreement and eviction of the Resident.

16. ACCESS BY LANDLORD:

Resident agrees that, upon reasonable notification, (a) the duly authorized agent, employee, or representative of Landlord will be permitted to enter Resident's Unit during reasonable hours for the purpose of performing routine inspections and maintenance, including extermination, for making improvements or repairs, or to show the premises for re-leasing; and (b) any representative of the State Agency may inspect the Unit for the purpose of fulfilling its responsibilities under the Code. A written statement specifying the purpose of the Landlord entry delivered to the premises at least 48 hours before such entry shall be considered reasonable advance notification. However, Landlord shall have the right to enter Resident's Unit without prior notice to Resident, if Landlord believes that an emergency exists which requires such entrance or if Resident made a request for service. If Resident and all adult members of Resident's household are absent from the premises at the time of entry, Landlord shall leave on the premises a written statement of the date, time, and purpose of entry prior to leaving the Unit.

After the Resident has given a notice of intent to move, the Resident agrees to permit the Landlord to show the Unit to prospective Residents during reasonable hours. If the Resident moves before this Lease Agreement ends, the Landlord may enter the Unit to decorate, remodel, alter or otherwise prepare the Unit for re-occupancy.

17. TERMINATION OF TENANCY:

- a. This Lease Agreement may not be terminated by the Resident at any time prior to the end of the initial term. If the Resident wishes to terminate this Lease Agreement at the end of the initial term, the Resident must give the Landlord at least 30 days written notice prior to the end of the initial term. Should the Resident abandon the Unit prior to the end of the initial term, the Resident shall be liable for rent up to the end of the initial term or to the date the Unit is re-rented, whichever date comes first.
- b. After the end of the initial term, the Resident may terminate the Lease Agreement effective the last day of any calendar month that is not less than 30 days after the Resident had provided the Landlord with written notice. Residents will be liable for all rent through the effective date of the termination regardless of whether the resident abandons the unit prior to the termination date.



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- c. Any termination of this Lease Agreement by the Landlord must be carried out in accordance with Public Requirements, State and local law, and the terms of this Lease Agreement. The Landlord may terminate this Lease Agreement only for:
- (1) the Resident's serious or repeated violations of the material terms of this Lease Agreement; or
 - (2) the Resident's material failure to carry out obligations under any State landlord and tenant statutes.
- d. The following terms shall be considered material but are not an exclusive listing:
- (1) Obligations of the Resident identified in Paragraph 13 of this Lease Agreement.
 - (2) Nonpayment of rent or other charges due under the Lease Agreement.
 - (3) Serious or repeated interference with the rights of other residents.
 - (4) Serious or repeated damage to the premises.
 - (5) Alteration, repair, sale, destruction or other disposition of the Unit or the premises.
 - (6) Failure to report a change of income, employment, or identity of household members, or failure to provide any other information required by this Lease Agreement.
 - (7) Misrepresentation of any material fact, including family income or composition, in the application for housing, or in any statements submitted to the Landlord.
 - (8) Keeping an animal or other pet in or on the premises in violation of Paragraph 13.n.
 - (9) Such a change in household size or composition as to render inappropriate the Resident's continued occupancy of the Unit.
 - (10) Serious or repeated violation of any of the rules applicable to the Resident's dwelling Unit or the premises as posted and in effect sometimes.
 - (11) Any criminal activity engaged in by Resident, a household member, or a guest or other person under Residents control, which threatens the health, safety or right to peaceful enjoyment of the premises by other Residents or the Landlord's employees, including any drug-related criminal activity on or near the premises.
- e. The Landlord shall give written notice of termination of this Lease Agreement as may be provided by any State or local law.
- f. The notice of Lease Agreement termination to the Resident shall state specific grounds for termination.

18. NOTICE:

- a. Except as provided in Paragraph 16, notice to the Resident shall be in writing and delivered to the Resident or to an adult member of the Resident's household residing in the dwelling or sent by prepaid first-class mail, properly addressed to the Resident. If the Resident is visually impaired, all notices must be in an accessible format.



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- b. Notice to the Landlord shall be in writing, delivered to the Landlord's office or sent by prepaid first-class mail, properly addressed to the Landlord's office.
- c. Notices sent by regular first-class mail shall be deemed delivered on the second business day after depositing the same for mailing with the U.S. Postal Service, postage prepaid.

19. REMOVAL OF RESIDENT'S PERSONAL PROPERTY ON TERMINATION, ABANDONMENT, OR SURRENDER:

Resident agrees to remove all furniture and other private property from the premises immediately upon the termination of this Lease Agreement and/or the abandonment or surrender of the Unit. Resident further agrees:

BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY NORTH CAROLINA GENERAL STATUTES SECTION 42-25.9, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

20. ABANDONMENT OF UNIT:

If Resident is absent from the Unit for 15 consecutive days, where Resident's rent is not current and is past due; and Resident has not notified Landlord, in writing, of an intended absence; Landlord may presume that Resident has abandoned the Unit and may recover possession of said Unit as provided in North Carolina Statutes Section 42-25.9.e as may be amended.

21. CUMULATIVE RIGHTS:

Each one of the rights and remedies of Landlord are cumulative and the exercise of any right or remedy does not waive its other rights under the Lease Agreement or the law. The failure to exercise any right or remedy under the Lease Agreement or law shall not be a waiver thereof but may be exercised later.

22. CHANGES TO DWELLING LEASE AGREEMENT:

- a. Schedules of Charges, House Rules, and other policies and addenda incorporated in the Lease Agreement by reference will be publicly posted conspicuously in the Management Office and furnished to Resident upon request. Landlord may amend such schedules, rules, policies, etc. at any time, if Landlord shall give at least a 30-day written notice to each affected Resident setting forth the proposed policy or addendums and the reasons, therefore.
- b. This Lease Agreement evidences the entire agreement between Landlord and Resident. No modifications shall be made during this Lease Agreement term except in writing and signed by both parties.
- c. The Landlord may amend the form or content of this Lease Agreement to reflect mandatory changes as may be required by State law, Federal law, and/or Federal regulation; provided that no amendment to this Lease Agreement shall be effective except upon the commencement of a new term, after at least 30 days' written notice to the Resident. The Landlord may require the Resident to sign a document agreeing to the amendment and may treat the failure to do so as a material lease violation and grounds for eviction. Regardless of whether the Resident is asked to or does sign any amendment, Resident agrees to be bound by any such amendment following the effective date of the notice, or to quit and vacate.



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23. ACCOMMODATION OF PERSONS WITH DISABILITIES:

A person with disabilities shall for all purposes under this Lease Agreement be provided reasonable accommodation to the extent necessary to provide the person with an opportunity to use and occupy the Unit in a manner equal to that of a person without disabilities, in accordance with applicable local, State, and Federal laws. Resident may at any time during the term hereof or any renewal request reasonable accommodation of a disability of a household member, including reasonable accommodation so that the Resident can meet lease requirements or other requirements of tenancy.

24. CONTENTS OF THIS AGREEMENT:

This Lease Agreement and its attachments make up the entire Lease Agreement between the Resident and the Landlord regarding the Unit. If any Court declares a particular provision of this Lease Agreement to be invalid or illegal, all other terms of this Lease Agreement will remain in effect and both the Landlord, and the Resident will continue to be bound by them.

25. SUBORDINATION:

This Lease Agreement is subordinate to any lien of the Landlord's Mortgage given in favor of any entity, but only to the extent permitted by applicable Federal law and/or regulations.

26. SOLICITATION, TRESPASSING AND EXCLUSION OF NON-RESIDENTS:

Landlord is committed to providing a safe and decent environment throughout Landlord 's property. Resident agrees to Landlord's reservation of the following rights to aid in providing a safe and decent environment throughout Landlord's property:

- a. Landlord reserves the right, to be exercised by its employees and authorized agents, to prohibit solicitation and/or trespassing on Landlord's property by non-residents of Landlord, unless the express written permission of Landlord is obtained in advance and in accordance with any applicable policies and/or procedures of Landlord. Landlord shall exercise this right to the extent allowable by all applicable laws and/or regulations.
- b. Landlord reserves the right, to be exercised by its employees and authorized agents, to exclude non-residents, including but not limited to guests (as defined herein) who (i) conduct themselves in a manner to disturb the residents' peaceful enjoyment of their accommodations, community facilities or other areas of Landlord's property; (ii) engage in illegal or other activity which would interfere with the health, safety or peaceful enjoyment of Landlord's property by other residents of Landlord, Landlord's employees, representatives, contractors, agents, and/or law enforcement officials; (iii) engage in any criminal activity that threatens the health, safety or peaceful enjoyment of Landlord's property by residents of Landlord, Landlord's employees, representatives, contractors, and agents, and/or law enforcement officials; (iv) engage in any type of activity, that threatens the health, safety or peaceful enjoyment of Landlord's property by other residents of Landlord, Landlord's employees, representatives, contractors, and agents, and/or law enforcement officials; (v) engage in drug-related criminal activity (as defined herein) on Landlord's property; (vi) engage in destroying, defacing, damaging or removing Landlord's equipment, vehicles and/or any part of the dwellings, buildings, facilities, or other areas of Landlord's property; (vii) engage in the illegal use or illegal possession of firearms and/or other offensive weapons, as defined by the laws and courts of the State of North Carolina, anywhere on Landlord's property; and/or (viii) intentionally violate necessary rules, regulations, policies and/or procedures set forth by Landlord for the benefit and well-being of Landlord's residents, employees, representatives, contractors, agents, and property, and law enforcement officials in effect at the time this Agreement is entered into and hereafter promulgated by Landlord,



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of which such non-residents have been made aware of, or should be aware of. Landlord shall exercise this right to the extent allowable by all applicable laws and/or regulations.

27. ATTACHMENTS TO THE AGREEMENT:

The Resident certifies that he/she has received a copy of this Lease Agreement and the following attachments to this Lease Agreement and understands that these Attachments are part of this Lease Agreement:

- Attachment No. 1 - Form HUD-52530 c Section 8 Project Based Voucher Tenancy Addendum
- Attachment No. 2 - RAD (Rental Assistance Demonstration) House Rules
- Attachment No. 3 - RAD PBV Tenant Lease Rider
- Attachment No. 4 - VAWA Tenancy Addendum

SIGNED:

RESIDENT:

LANDLORD:

Signature

By:

Date

Date

Signature

Date

Signature

Date

Signature

Date

