Comi	munity:
Spac	e No.:
Stree	et or P.O. Box :
MANUFACTURED HOME SPACE L	EASE AGREEMENT
This Lease Agreement ("Agreement") is ma	ade and executed by and between
("Lessor") and	("Lessee") on
this, 20	·
WITNESSE	тн
WHEREAS, LESSOR shall include and refer of the real property on which a manufactured	
WHEREAS, LESSEE shall include and mea home as set forth in the Application whom wishes to herein.	
This document and other necessary disclosure electronic form, subject to compliance with the consprovisions of the Electronic Signatures in Global and (15 U.S.C. 7001 et s	sumer consent and other applicable National Commerce Act (E-Sign Act)
NOW THEREFORE, premises considered,	, the parties are agreed as follows:
Lessor hereby leases to Lessee and Lessee here	eby leases from Lessor that certain
manufactured home space numbered	("Premises") in the above written
Community, in the City of,	County of, Texas,
a Street or P.O. Address of	along with parking spaces:
\square on the Premises; or \square designated as follows: _	, all under and
pursuant to the following terms and conditions.	
Lessee must initial each page o	f this agreement.
1. TERM: The primary term of the Aday of, the day of the sixth calendar month thereafted of the month which don't correspond to any day in the example beginning lease terms on the last day of a calendar month thereafter only has 30 days, the least Revised 7/21 © Copyright TMHA Services, Inc. 2002 Page 1 of 11	20, and shall end at 5 p.m. on er (for beginning lease terms on days be sixth calendar month thereafter, for month with 31 days where the sixth se shall expire the following day after

the last day in the sixth calendar month); provided however, at the Lessee's sole option, if this box \square is checked and at least one of the Lessee's places their initials in this blank:, then the primary term of this Lease shall commence on the date recited above and shall end at 5 p.m. on the day of, 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 60 days before the Lease Contract term (or a future term) renewal period ends, or unless all parties sign another Lease Contract.
2. RENT: Lessee shall pay \$ per calendar month for rental for the Premises, payable monthly in advance on the first day of each calendar month. Time is of the essence with regards to all payments, fees, penalties and corresponding due dates contained herein. The prorated rental from the date of move-in to the first 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 this Agreement within days following Lessor's delivery of a statement of account thereof. 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 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 rent, then to current rent. If the rent or other sums payable hereunder are not paid within days of the date on which such are due, a late charge of \$ will be assessed and be immediately due from Lessee to Lessor, and a fee of \$ will be assessed for all checks returned due to insufficient funds or for any other reason, and be immediately due from Lessee to Lessor.
3. METHOD OF PAYMENT : Lessee shall make rental payments by check or money order and not cash, provided however, that if Lessee fails to timely make a rental payment or submits a check that is dishonored, Lessor reserves the right to notify Lessee, in writing, that future rent payments must be made by money order. No forbearance of a late payment shall be deemed as a waiver by Lessor.
4. 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. As a condition for refunding all or part of the security deposit, Lessee must provide at least 30 days' written notice of intent to vacate given to Lessor prior to move out except as may otherwise be permitted in Chapter 94 of the Texas Property Code.
otherwise be permitted in Chapter 94 of the Texas Property Code.
In the event (i) this Agreement is signed by all parties; (ii) the Security Deposit or a rental pre-payment is paid by Lessee; (ii) the Lessee fails to move onto the Premises; and (iv) Lessee procures a replacement tenant satisfactory to Lessor prior to the commencement date of this Agreement, then Lessor shall return the Security Deposit or rent pre-payment to Lessee.
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In the event (i) this Agreement is signed by all parties; (ii) the Security Deposit or a rental pre-payment is paid by Lessee; (iii) the Lessee fails to move onto the Premises; and (iv) Lessor procures a replacement tenant satisfactory to Lessor prior to the commencement date of this Agreement, then Lessor shall return the Security Deposit or rent pre-payment to Lessee, less a lease cancellation fee of \$______.

- 5. 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, nor in violation of any valid regulation of any governmental body or agency, nor in any manner to create any nuisance or trespass.
- 6. **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 agrees to abide, and to insure 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 thirty (30) days prior to any modification, change, amendment, or replacement; unless such addition or amendment will require expenditure of funds in excess of \$25 by Lessee to comply with the new rule, in which event Lessor shall provide Lessee with 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.
- 7. ARMED SERVICES: In the event that Lessee 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 Lessee may terminate this Agreement by giving Lessor thirty (30) days written notice, provided that Lessee is not otherwise in default or breach. In such event Lessee agrees to furnish Lessor 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 Lessee. Lessee shall not be released from this Agreement for any other reason.
- **8. 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.
- **9. 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.

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Such shall be Lessee's responsibility and Lessor shall in no way be liable or responsible for any improper installation.

- **10. 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.)
- 11. 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.

Each Lessee shall be responsible for his or her own lawn maintenance (e.g. mowing, trimming, edging, etc.). In the event Lessee neglects to maintain the site, Lessor will notify Lessee one time to take corrective action within a reasonable number of days after the date of said written notice. If Lessee fails to bring the site into compliance within that time, Lessor shall have the right to enter upon the leased site without further notice and perform any and all necessary maintenance. The charges incurred as a result thereof shall be the sole responsibility of the Lessee, and shall be collectible as rent. The charges for such work shall be as follows:

a)	Trimming lot:	\$ per occasion.
b)	Edging lot:	\$ per occasion.
c)	Mowing and trimming lot:	\$ per occasion.

Lessee agrees to pay Lessor for all other repair and maintenance work resulting from Lessee's failure to maintain Premises in good repair at a rate of \$_____ per hour. There shall be a one (1) hour minimum fee if Lessor provides any of the services outlined herein. Lessor reserves the right to raise or lower said fees, charges, or assessment set forth above. Lessor agrees to provide TENANT with no less than thirty (30) days written notice of any such change. Failure to maintain the site as outlined by the Agreement or Community Rules is just cause for termination of this agreement. LESSEE HEREBY INDEMNIFIES AND HOLDS LESSOR HARMLESS FROM ANY COST, LOSS, OR DAMAGE CAUSED AT THE PREMISES IN THE COURSE OF SUCH MAINTENANCE, REGARDLESS OF NEGLIGENCE.

12. PARKING RULES: For the safety of the occupants, guests and invitees, in the Community, Lessor has designated and posted certain speed limits; Lessees 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. 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 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

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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 Lessor. 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. 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 and other two or three wheeled motorized vehicles must be first approved in writing by Lessor.

Lessor [__] does [__] does not require all Lessees to have parking permits. If parking permits are required under this paragraph, then the parking permit term is coterminous with the tenant's lease term; and will terminate on the same date the tenant's right of possession ends.

- 13. INSPECTION BY LESSEE: Lessee warrants and covenants that a full and complete inspection of the Premises and of the Community and all of its facilities has been made and that all of such were found to be in good, safe and habitable condition.
- 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; and □ obtaining a true and accurate copy of a certificate of title vesting ownership in the Manufactured Home to the proposed Assignee.
- **15. 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.
- 16. CONTRACTUAL LIEN: Lessor shall have and is hereby granted a lien upon all non-exempt property of any kind 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

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exercise Lessor's contractual lien. Lessee's absence from the premises for three 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 thirty (30) days written notice to Lessee of the time and place of such sale, and Lessor 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 U.S. mail, 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, proceeding 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.

- 17. 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, agents, employees, guests or invitees. 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 families, agents, employees, guests or invitees. Lessee agrees to pay Lessor for any damages caused by Lessee, Lessee's family, agents, employees, guests or invitees whether such damage is sustained by said Community resident, said Community resident's family, agents, employees, guests or invitees.
- 18. 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.

- 19. 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 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 to, 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.
- **20. AMENDMENTS**: The Agreement, along with the Security Deposit Agreement, the Rental Application, the Community Rules and Regulations, and the Water and Electric Submetering Addenda, if applicable, and \Box / NA; or 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.
- **21. 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; or
 - (e) at such other time as may be agreed to by the parties hereto in writing.
- (f) at anytime during the lease term engage or any of your occupants or guests engage in any of the following Prohibited Conduct:

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criminal conduct; behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety or convenience of others in the community; disrupting Lessor's business operations; manufacturing, delivering, or possessing a controlled substances, or drug paraphernalia; engaging in or threatening to engage in violence; possessing a weapon that is prohibited by law; discharging a firearm in the community; displaying a gun, knife or other weapon in a common area in a manner that will threaten or alarm others; tampering with utilities or telecommunications such as cable television; bringing in any hazardous materials; heating the home or unit with a cooktop, oven, or space heater; or make bad faith allegations of comments against the Lessor to harm the Lessor's reputation

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.

- **22. 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 10th day after the date the tenant receives the notice. If the Lessee fails to completely cure such nonpayment within such 10 day period, Lessor may immediately thereafter file for eviction or pursue other legal remedies.
- 23. 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 this Agreement under the terms of this Agreement. If the Lessee's manufactured home lot is reoccupied before the 21st day after the date Lessee surrenders the lot, the maximum amount the Lessor may obtain as damages is an amount equal to one month's rent.
- 24. CONDUCT LIMITATIONS AND NOTICE OF OFFENSES: Lessor may exclude from the community persons, guests or others who, in the judgment of the Lessor, have been violating the law, violating the lease agreement, violating any community rules, or disturbing residents or others. Lessee must notify Lessor within 14 days if Lessee or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person, theft, or destruction of property. Lessee must also notify Lessor within 14 days if Lessee or any occupants register as sex offenders in any state.
- 25. CHANGE IN LAND USE: Notwithstanding any statement in this Agreement to the contrary, Lessor may choose not to renew this Agreement without cost or liability upon a change in land use if, and only if, not later than the 180th 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,

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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 that 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.

26. TEMPORARY ZONING : □ NA; or the Community is subject to a temporary zoning permit for land use, and such permit expires:
27. 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.
28. 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 attorneys' fees incurred therein.
29. PETS: Pet(s) are are not allowed on the Premises.
If pet(s) are allowed (see above),number of pet(s) is/are allowed with the prior written approval of the Lessor. Prior to moving into the premises, Lessee must register Lessee's pet with Lessor. No vicious breeds are allowed on the property. Lessee must register any new pet with LANDLORD before moving the pet onto the premises. All approved pets must be kept in strict accordance with the Community Rules, a copy of which has been furnished to Lessee prior to the execution of this Agreement.
30. UTILITIES : Lessor shall provide the following utility services (both parties initial spaces by services to be furnished by Lessor):
Gas Electricity
Water Other
31. WATER SUBMETERING : If the use of water to the Premises is submetered, there is attached hereto, incorporated herein, and made a part of hereof, a "Water Submetering Addendum" on which is set forth:
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- 1. a description of services given by said community and the responsibilities of residents of said community as pertains to water submetering; and
- 2. a summary of Texas Public Utility Commission Submetering Rules.
- **32. ELECTRIC SUBMETERING**: If the use of electricity to the Premises is submetered, there is attached hereto, incorporated herein, and made a part of hereof, an "Electric Submetering Addendum" on which is set forth:
 - a description of services given by said community and the responsibilities of residents of said community as pertains to electrical submetering; and
 - 2. a summary of Public Utility Commission Submetering Rules.

	3. EMERGENCY MAINTENANCE NUMBER: The telephone number of the who may be contacted for emergency maintenance is:
-	(required).
	4. ADDRESS FOR OFFICIAL NOTICE TO LESSOR: The name and of the person designated to accept official notices for the landlord is:
	(required).
	5. DISCLOSURE OF OWNERSHIP AND MANAGEMENT: Lessor is the tle holder to the Community and its address is:
□ NA / □	Offsite management for the community shall be provided
by	whose address is:
<u> </u>	PROPERTY TAXES: 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 60 days after the original due date. Failure

to timely provide such receipt will constitute a breach of this Lease.

the Application. The term "Lessor" so other designated representative of I The provisions of this Agreement sh	ccupants of the manufactured home as set forth in shall include and refer to the Community Manager or Lessor. Time is of the essence of this Agreement. In all be severable; if any provision is held invalid or or any reason whatsoever, the remaining provisions full force and effect.
38. SPECIAL PROVISION	S :
Lessor's initials: Le	ssee's initials:
EXECUTED on the date hereinabove	e written.
CHAPTER 94 OF THE TEXAS F GRANTED TO THE TENANT AND (THE LANDLORD BY LAW.	TIRETY BEFORE SIGNING. PLEASE KNOW THAT PROPERTY CODE GOVERNS CERTAIN RIGHTS CONTAINS CERTAIN OBLIGATIONS IMPOSED ON
(Lessor Signature)	(Manufactured Home Community)
(Print name)	
X (Lessee Signature)	
(Print name)	
X (Lessee Signature)	
(Print name)	
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37. **MISCELLANEOUS:** This Agreement shall be governed by the laws of the State of Texas. Lessee acknowledges having read and understood all of the terms and provisions of this Agreement and agrees to be bound thereby. All references to "Lessee"