

RESIDENTIAL RENTAL AGREEMENT

IN CONSIDERATION of their promises, Byrne Way Homes, LLC

whose address is 24473 [redacted] 43551

and [redacted]

(Lessee/Resident)

and [redacted]

(Lessee/Resident)

agrees as follows:

1. **PREMISES:** The Lessor leases to the Lessee, a Two bedroom dwelling, which has an address of 2255 Byrne way Drive Toledo, OH 43614
1. **TERM AND RENEWAL:** The term of lease will commence on Aug, 2021 and subject to the renewal provisions, will terminate at NOON on Aug 30th, 2022

If no new lease has been executed and the resident remains in possession of the leased property after the expiration of the original term of this agreement, such possession shall be as a month to month tenant under the same terms and conditions of the most recent lease agreement.

The lessor may increase the amount of the monthly rent to be paid or change any terms after giving the resident at least thirty (30) days prior written notice. Either party may terminate the month-to-month tenancy on the last day of any month, after providing at least thirty (30) days prior written notice to the other party.

2. **RENT AND PAYMENT:** The Resident will pay a rent sum of:

Seven hundred fifty five Dollars (\$ 755.00), 705 plus 50
payable in advance in equal monthly installments of: water

_____ Dollars (\$ _____),

due on or before the 1st day of each month.

Rent received one day after the fifth calendar day of the month, must be accompanied with a \$50.00 late fee. In addition, a \$10.00 late fee will be charged per each additional day thereafter. On the tenth day, if we have not received your rent, a 3 Day Eviction Notice will be served. If the Resident has a check returned by their bank, the Resident must redeem the check within 24 hours after notice of its return and pay \$25.00 plus applicable late fees from the late charge date until acceptable payment is received by the management office.

Checks will not be resubmitted.

Payment received will be applied in the following order, property damages, bad check charges, late charges, pet or other fees, delinquent rent, and the balance to current rent, no matter what may be specified on the memo portion of the check.

The lessor may increase the rent during the term of the lease to reflect any increase in the common utilities, taxes and assessments paid for by the lessor.

[Signature]

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4. **SPECIAL PROVISIONS:** _____ (check if none).

None

5. **DEPOSITS:** Resident shall pay 705 Dollars (\$ 705) as a security deposit to secure the performance of all terms of this agreement. If the resident fails to perform the terms of this agreement, lessor may deduct any amounts owed from the security deposit. Resident shall be liable for any monies owed to lessor, which exceed the security deposit. Within 30 days after the termination of this lease agreement, subsequent agreements, month to month tenancies and vacation, and if resident provides lessor in writing a forwarding address, the lessor will prepare a written statement of security deposit disposition in which there will be written itemization of any deductions from the security deposit (if any) and a refund to the resident of the balance, if any, of the security deposit.

6. **APARTMENT CONDITIONS/INSPECTIONS/SECURITY:** Resident has inspected the dwelling and accepts it "as is". Resident acknowledges that the premises are in good condition at the commencement of the lease. Resident acknowledges the presence of a working smoke alarm and agrees that upkeep is their sole responsibility. If the lessor provides any storage area to the resident, resident agrees to store only non-hazardous and non-flammable materials and resident will store items at resident's own risk. This agreement shall in no way be construed to be or infer to be a guarantee of the resident's security and resident agrees to rely solely on resident's own insurance to protect resident from any loss in this area. Basements and garages are to be considered such storage area.

7. **UTILITIES:** It shall be the resident's obligation to have non-furnished utilities placed in his/her name prior to occupancy, and to have final readings taken upon vacating. Resident shall pay for all utilities except water. There shall be no diminution or abatement of rent or any other compensation for interruption or curtailment of any "service" or utilities which lessor agrees to provide, when such interruption or curtailment shall be due to accidents, alterations, or repairs desirable or necessary to be made, or the inability or difficulty in securing supplies or labor for maintenance of such service or to some other cause beyond lessor's control.

8. **REPAIRS:** lessor will perform the necessary repairs or replacements to be made at his/her own expense whenever such repairs are deemed necessary by lessor due to normal wear, obsolescence, or mechanical failure not due to the fault of the resident. Resident agrees to immediately report any damages, defect or failure in the structure or mechanical equipment of the premises to lessor. Resident agrees to pay for maintenance and failure of all fixtures including toilets, disposal, sinks, tubs and drain lines when damages are caused by the resident or their invitee's neglect or abuse. Resident must also pay for all damage to the property, for example, but not limited to broken glass, windows, doors, screens, and the like no matter how the damage occurred. No diminution or abatement of rent or other compensation may be claimed or allowed for inconvenience or discomfort arising from repairs or improvements made to buildings or its appliances, loss of utilities, not for any space taken to comply with any law, or ordinance, or order or government authority, no matter the cause.

9. **USE:** Resident agrees to use the premises solely as a private residence and only for the resident's use and that no other person other than those on the application will occupy the premises, unless there is prior written approval by the lessor.

10. **PETS:** No pets, except guide dogs for the handicapped, may be brought onto any part of the apartment community without Owner's prior written consent. No "watching of pets for others" is permitted on the premises; even for short periods of time.

11. **AUTO PARKING:** It is expressly understood and agreed that the parking areas at said premises are limited to automobiles. Resident may not store any vehicles, boats, motorcycles, or trailers, or other property on said parking areas without written consent of the lessor. Car repairs are not permitted on the property. Car washing is only permitted if the resident pays the water and sewer bills.

The resident hereby grants the lessor the undisputed right to remove any vehicle, which in the lessor's sole opinion is inoperable, improperly licensed, unsightly, or abandoned without prior warning.

Resident further agrees that any vehicle owned or used by the resident, which remains on the property after termination of this lease, may be removed by the lessor as he/she may see fit without prior warning.

12. ALTERATIONS AND IMPROVEMENTS: The resident shall make no alterations or improvements (for example, but without limitation painting, wallpapering, permanent shelving, floor covering, the change of locks, or additions of fastening devices to the door) to the premises without obtaining lessor's prior written consent. All alterations, additions, or improvements made in and to said premises should become the property of the lessor. At the opinion of lessor, all improvements shall remain. Resident agrees to provide white backed window treatments or white lined drapes or mini-blinds for each window in the dwelling, and these window treatments will remain the property of the Resident if provided by the same.

13. OBLIGATIONS OF RESIDENT: Resident will comply with all applicable laws, rules, and regulations promulgated by any governmental authority having jurisdiction.

Suspicion or conviction of drug trafficking, prostitution or other serious crimes by Residents or invitees shall be considered reasonable grounds for lessor, at his/her option, to terminate this lease with thirty (30) days prior written notice.

The resident will observe all rules and regulations made by the lessor in effect at the execution and delivered with this lease, and any made or modified during the term of this lease and delivered to the resident or posted within the lessor's office.

Resident agrees to:

- A. Keep that part of the premises that he/she occupies and uses safe and sanitary.
- B. Dispose of rubbish, garbage and other waste in a clean, safe and sanitary manner in prescribed containers provided.
- C. Keep all plumbing fixtures in the apartment unit or used by Resident as clean as their conditions permit.
- D. Use and operate all electrical and plumbing fixtures safely and properly.
- E. Comply with requirements imposed by all applicable state and local housing, health and safety codes.
- F. Personally refrain, and forbid any other person who is on premises with resident's permission, from intentionally or negligently destroying, defacing, damaging or removing any fixtures, appliance, or other part of the premises.
- G. Maintain in good working order and condition any range, refrigerator, dishwasher, disposal, washer, dryer, or other appliance or other part of the premises. Resident agrees not to remove any lessor owner appliance from the dwelling.
- H. Conduct him/her and require other persons on the premises with his/her consent to conduct themselves in a manner that will not disturb their neighbor's peaceful enjoyment of the premises.
- I. Use good judgment and thoughtfulness for others in use of his/her dwelling.
- J. Not to commit any waste or cause a nuisance in or about the premises.
- K. Not to in any way annoy, molest or interfere with any other residents, occupants or invitees.
- L. Not to use on a wasteful, unreasonable or hazardous manner any utilities furnished by the lessor.
- M. Maintain a "renters" insurance policy in force at all times and to provide a copy of the policy to the owner. The coverage amounts of the policy should be in such amounts as to provide resident adequate coverage for all foreseeable liabilities.
- N. Not to in any way do or say anything which may be detrimental to the reputation of the property or lessor.
- O. Have all carpeting belonging to the dwelling professionally/commercially shampooed prior to returning the apartment to the lessor and to provide receipt of verification.
- P. Return all entry keys and mailbox keys to the lessor at time of move-out.
- Q. To pay a minimum charge of \$25.00 for after hours lock outs.
- R. Not to maintain a waterbed on the premises without the lessor's written permission.
- S. To maintain the dwelling's Smoke Alarms - resident shall maintain any smoke detectors which have been provided in the dwelling and shall keep the dwelling fully operational and replace any old battery with a manufacturer's recommended battery as applicable.
- T. To be responsible for the conduct and actions of their guests and invitees.

14. **INJURIES AND DAMAGES:** It is agreed that it is the resident's responsibility to provide renters' insurance for their personal property to safeguard against personal loss. The lessor for the dwelling shall not be liable to the resident for any loss or damage of resident's effects for any reason. Resident, his/her family, or invitees agree to save and hold lessor harmless for any damages or claims of any kind.

15. **BREACH:** In the event the resident breaches any of the terms of this lease: the lessor may, at his/her option, reclaim the dwelling by any legal method, including litigation. Resident shall remain liable for any and all damages stemming from the lease breach including: all rents due through the remainder of the lease agreement, and the cost of any repairs necessary to restore the dwelling to rentable condition, any promotional costs to secure a new occupant and any refurbishment costs necessitated by the resident's early vacating of the dwelling. In the event of breach, resident hereby waives any statutory or common-law 30-day notice requirement of termination.

16. **POSSESSION:** If there is a failure to deliver possession of premises at the time agreed herein, lessor shall return the deposit to resident and lessor will not be liable for any further damages.

17. **ABANDONMENT:** If Resident's occupancy appears to indicate abandonment from and of the premises for five (5) consecutive days, while all or any portion of the rent is unpaid, it shall be deemed abandonment of said premises, and his residence at lessor's option may immediately terminate without further notice. Apartment may be re-rented without any liability of lessor to resident whatsoever. If resident will be away from the dwelling for 5 days or more; resident agrees to notify lessor of his/her anticipated absence, in advance, in writing.

18. **TRANSFERABILITY AND COST OF COLLECTION:** Resident may not sublet or assign this lease without written consent of lessor. In the event suit is necessary to enforce any of the provisions herein contained, or to recover possession, Resident agrees to pay all reasonable attorney fees, and court fees, delinquent amounts, and damages.

19. **OTHER COVENANTS:** Resident's Application to Rent, Community Policies, and Rules and Regulations, (current and future) are agreed to be part of this lease; and the terms, conditions, and representations shall be binding upon their heirs. Any false, statement or other misrepresentations on the rental application may be grounds for termination of this lease at the option of the lessor. The resident may not increase the number of dwelling occupants listed on the rental application other than by birth or legal adoption without the lessor's prior written permission. Guests may visit for overnight stays no more than (7) consecutive nights.

20. **RIGHT OF ENTRY:** Lessor reserves the right to inspect all apartments at reasonable times and Resident agrees that management may show apartment to new prospective applicants during the thirty (30) day notice to vacate period at reasonable times without prior notice. Lessor agrees not to enter the premises for the purposes of making repairs, alterations or inspections unless the Resident or an adult member of the Resident's household is present, or unless prior permission to enter has been granted or 24 hour notice has been given to Resident. In the case of emergency, Resident agrees that such prior permission shall not be required.

21. **NOTICES:** Any notice to be given by either party to the other shall be in writing, either delivered personally, or sent by U.S. mail, prepaid, to the resident at the leased address or the lessor at the address noted below.

22. **LESSOR'S REPRESENTATION:** lessor may appoint a site manager, property manager, or managing agent, if applicable, as his/her duly authorized agent to manage the premises and to act for the purpose of service of process and for the receiving and receipting all notices and demands. However, resident agrees not to look to site manager, property manager, or managing agent for any liability. Any liabilities will solely rest with the lessor.

23. **FURNITURE:** If apartment is furnished, an inventory shall be attached. Resident agrees to return all furnishings provided within this lease in good and serviceable condition.



24. SEVERABILITY: If any provision in this lease shall be deemed invalid by judgment or court order, all other provisions shall remain in full force and effect.

25. JOINT LIABILITY: "Resident" when used in this lease shall be construed to be plural of more than one person to this lease, and "Resident" shall be jointly and severally liable and obligated to perform all terms, conditions, and covenants contained in this lease.

26. WAIVER: One or more waivers of any covenants, condition, rule or regulation by lessor shall not be construed as a waiver or a further breach of the same. Resident agrees to hold lessor harmless for any damages or losses incurred by resident before, during or after the term of this lease agreement.

27. CAPTIONS: The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe neither the scope of this lease nor the intent of the provisions thereof.

28. ENTIRE AGREEMENT: This lease, together with any addendum attached and with the lessor's community policies, rules and regulations, and any other covenants, conditions, addendums, and agreements, which by reference herein are made a part of this lease, constitute the entire Agreement and there are not other agreements, oral or written, pertaining to this lease in existence.

ALL RENTS AND MONIES SHALL BE DELIVERED OR SENT TO:

29473 W. River Rd
Pacifica, CA 93551

I have read and agree to the above listed lease terms.

Theresa S. Keema
LESSOR

08/23/21
DATE

M. P. d.
LESSEE

08/23/21
DATE

LESSEE

DATE

AGENT FOR LESSOR

DATE


mp

SNOW REMOVAL / SIDEWALK / LAWN MAINTENANCE RULES FOR

GREEN POND RESIDENCES BYRNE WAY HOMES 22c

FOR PREMISES KNOWN AS: 2255 Byrne Way Dr

The undersigned lessees herein acknowledge their obligation to clear snow and ice on all sidewalks, steps, stoops and driveways. "Clear" is defined as snow blowing, snow shoveling, breaking up and removing ice, and spreading of ice melt or salt when appropriate. Cut the grass for lawn and maintain yard and shrubs.

 8/23/21
Property Manager Date

Lessee Date

Lessee Date



GREEN PROPERTIES, LLC

BYRWE WAY HOMES, LLC

TENANT PET POLICY

Green Properties, LLC In no case allows any kind of pets in the apartment. If it is determined that a tenant had kept a pet in the apartment without any approval, the tenant will be charged a fine of \$500.00. And that amount will be charged as a late rent payment and you will be in violation of your lease agreement.

Thank you for your cooperation.

Tenant Signature

Date 8/23/21

MP

GREEN PROPERTIES, LLC

TENANT
AIR CONDITIONING POLICY

Green Properties, LLC Does not provide or allow air conditioning or air conditioners for their tenants for two reasons: the high cost of maintenance and electricity. If you have an existing air conditioning unit and choose to pay these costs, then you can use it.

If you have a medical condition, and your primary care physician has determined that air conditioning is necessary for the maintenance of your health, you must have a written statement of the special medical condition prior to installation. You will be solely responsible for the costs of the air conditioner and its installation. BEFORE PURCHASE AND INSTALLATION OF ANY UNIT, YOU MUST CALL TO CHECK IF THE AIR CONDITIONER WILL FIT THE AVAILABLE OPENING. See the list, ONLY THIS COMPANY MAY BE USED.

If you have an air conditioner, and DO NOT pay your own electric bill, you must pay an additional \$70.00 per month in your monthly rental amount for the months of June, July, August and September to cover the additional electrical costs. If you have the unit in your apartment and you do not wish to use it we can remove it for you at our cost if it was installed by us. If you use air conditioner that is in the apartment and do not pay the additional \$70.00 monthly charge you will receive a "Late Rent Notice" and you will be in violation of your lease agreement. If you fail to timely pay the additional monthly charge, an eviction notice will be issued and legal proceedings commenced.

Thank you for your cooperation with the policy.

If you have any questions, please feel free to call my office at 419-351-9300

APPROVED HEATING AND AIR CONDITIONING COMPANY

GREENWOOD

476-7182

Tenant Signature

Date

[Handwritten signature]