

RESIDENTIAL LEASE AGREEMENT FOR COMMUNITY NAME.

THIS RESIDENTIAL LEASE AGREEMENT ("Lease") is made and is effective as of the day of Month 2024 between Tenant Name (jointly and severally, "Tenant") and St. Jones Landing, L.L.C. ("Landlord"). For and in consideration of the mutual promises, covenants and conditions contained herein. The parties hereto agree as follows:

THE FOLLOWING TERMS AND CONDITIONS AND DEFINITIONS SHALL APPLY TO THIS LEASE:

Property Address: Address

Lease Term Start Date:

Lease Term End Date: June 30, 2025

Monthly Rent: \$

Pro Rated Rent: due for remainder of July

Security Deposit**: \$

Number of Unit Occupants: 1 adult

** All deposits held at Liberty Bank.

Total Due at Lease Signing: \$

Names of Unit Occupants: Names

1. LEASE OF UNIT - USE OF UNIT:

(a) Landlord hereby leases the unit to Tenant pursuant to the terms and conditions of this Lease and pursuant to the provisions of the Delaware Residential Landlord Tenant Code 25 Del. C. Chpt.51 ("Code"). Landlord leases the Unit in its present condition and Tenant has inspected the Unit and acknowledges that it is being leased to Tenant in its current "as is" condition.

(b) Tenant shall occupy and use the Unit only for residential living and for no other purpose. Tenant shall not permit a nuisance to exist in the Unit and Tenant shall not engage in or be involved in any activity that negatively affects (voids such insurance, makes it voidable or increases the premium) the insurance on the Unit or Property or any property therein.

(c) No occupants other than those listed above may occupy the Unit without Landlord's written consent, except as required by applicable law.

(d) No pets or animals are permitted without the prior written consent of the Landlord (provided that the animals meet the Landlord's pet criteria), and the execution of a separate pet agreement by Tenant.

(e) This Lease does include a right to use any detached shed located on the Property.

2. RENTAL APPLICATION:

(a) Tenant has previously completed and delivered a rental application to Landlord and Landlord has relied on the information therein. Tenant represents that all information contained in the application is true and correct to the best of Tenant's knowledge. All information in the rental application is incorporated into this Lease as if fully set forth herein and, to the best of Tenant's knowledge, is true and correct as of the date hereof. Providing incorrect or inaccurate information on the application or on this Lease is considered to be a breach of this Lease and is a basis for termination of this Lease.

(b) Failure to provide Landlord with any updated information, such as telephone number, employment status, occupants in the home, etc. may be deemed a default and result in termination of this Lease.

3. MAINTENANCE AND REPAIRS TO UNIT, TENANT OBLIGATIONS:

(a) Landlord is not responsible for making any repairs or replacements or providing any maintenance to the Unit except as specifically set forth in this Lease or as required by the Code.

(b) Tenant shall, with respect to the Unit and the Property:

(1) Comply with all obligations imposed upon the tenants by applicable provisions of all municipal, county and state codes, regulations, ordinances, and statutes, including the Code.

(2) Keep the Unit in a clean and safe condition.

(3) Dispose from the Unit all rubbish and garbage, and other waste, in a clean and safe manner and only in receptacles, and in those areas of the Property, designated for trash.

(4) Keep all plumbing fixtures used by the Tenant as clean and safe as their condition permits and use them only for their intended purpose.

(5) Conduct itself (and shall cause all Occupants and guests to conduct themselves), in a manner that does not unreasonably interfere with the peaceful enjoyment of the other tenants and their guests on the Property.

(6) Comply with the Rules and Regulations for the Property attached hereto as exhibit "A" (as the same may be changed from time to time by the Landlord for the entire Property and provided to Tenant from time to time) ("Rules").

(7) Use in a reasonable manner and only for their intended purposes all electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances in the Unit and on the Property.

(8) Not destroy, deface, damage, repair or remove any part of the structure or Unit or the facilities, equipment, or appurtenances thereto, nor permit any person on the Property with Tenant's permission to do any such thing.

(9) Not remove or tamper with any functioning smoke detector installed by Landlord, including removing any working batteries, so as to render the smoke detector inoperative.

(10) Not permit any nuisance in or about the Unit.

(c) If Tenant becomes aware of any dangerous or defective condition in the Unit or at the Property which the Tenant believes is the duty of Landlord or another tenant to repair, Tenant shall immediately notify the Landlord in writing of the same. Landlord shall have no liability for any damage or injury resulting from any such condition unless Landlord has received actual notice of the defective condition and has had a reasonable opportunity to remedy the same or cause the responsible tenant to do so.

4. NO UNSIGHTLY VEHICLES OR TRAILERS, ETC.:

Tenant shall not, and Tenant shall not allow any occupant or guest to park or store recreation vehicles, trailers, boats, commercial vehicles, or inoperable or unlicensed vehicles anywhere on the Property (except in areas (if any) specifically designated for the same by Landlord or Property Manager), including in parked areas, or on any street or alley adjacent to the Property without the Landlord's prior written consent to be at the Landlord's sole discretion. Tenant shall not, and Tenant shall not allow any Occupant or guest to park or store any vehicle(s) that are considered to be "unsightly" on the Property, including in parking areas, or on any street or alley adjacent to the Property, at any time. An "unsightly" vehicle includes, but is not limited to, a vehicle containing a material amount of body rust, or body metal which is not painted in accordance with the manufacturer's specifications, or broken or missing windows, or missing body parts such as bumpers, tires, fenders, etc. or is inoperable or under repair. The determination of whether a vehicle is unsightly shall be the sole discretion of the landlord.

5. MOLD ACKNOWLEDGMENTS AND TENANT RESPONSIBILITIES TO PREVENT.

(a) Tenant acknowledges that:

(1) mold and mildew are found everywhere in the environment, both indoors and outdoors and that mold is both natural and an essential part of the earth's biology.

(2) mold is especially effective in digesting and breaking down cellulose materials (such as wood, leaves, grass, drywall, paper, and dust) to recycle back into the environment and that once mold has completed that task, its next purpose is to reproduce (and that as part of the reproductive cycle mold produces tiny airborne reproductives, which are called "spores").

(3) mold spores are literally everywhere in our environment (they are found in the air throughout the year and their number swells in the warm humid months of summer) and that it is physically impossible to remove mold spores from the air without special filtration equipment.

(4) while experts are not in agreement as to the cause, it appears that more people are now developing sensitivities to airborne pollens, mold spores, dust and animal dander than has historically been seen (and that some people are affected by mold spores in relatively benign ways such as watery eyes or a runny nose); and

(5) people can become seriously ill from exposure to mold, its spores, and or toxins.

(b) Tenant acknowledges that:

(1) the most effective way to prevent mold is to focus on what mold needs to survive and thrive and then to eliminate that media.

(2) water is the most important factor for mold growth inside buildings and that if *you can*

effectively remove sources of water then mold growth will be inhibited.

(3) humidity is another source of water and that mold will live *off* the humidity in the air when it condenses on any cold surface; and

(4) when the humidity level in the air reaches 60% and temperatures are above 80 degrees Fahrenheit, mold activity will increase and that at relative humidity of 90% and temperatures above 90 degrees Fahrenheit mold growth and resulting reproduction will dramatically increase.

(c) Tenant shall:

(1) **report in writing**, to Landlord or Property Manager, as soon as discovered or observed any plumbing leaks, roof leaks, foundation leaks or other source of water penetrating the Unit, any storage room or inside common area.

(2) use and run the air conditioner in the Unit whenever relative humidity is **60%** or higher or temperatures are **80** degrees Fahrenheit or higher.

(3) **regularly clean and dust to keep the Unit clean and dry to deny mold potential food sources.**

(4) when the humidity level in the air reaches 60% and temperatures are above 80 degrees Fahrenheit, mold activity will increase and that at relative humidity of 90% and temperatures above 90 degrees Fahrenheit mold growth and resulting reproduction will dramatically increase.

(d) Tenant shall:

(1) **report in writing**, to Landlord or Property Manager, as soon as discovered or observed any plumbing leaks, roof leaks, foundation leaks or other source of water penetrating the Unit, any storage room or inside common area.

(2) **use and run the air conditioner in the Unit whenever relative humidity is 60% or higher or temperatures are 80 degrees Fahrenheit or higher.**

(3) regularly clean and dust to keep the Unit clean and dry to deny mold potential food sources.

(4) Shall take ordinary measures to retard and prevent mold from accumulating in the unit (particularly in and around the bathroom and kitchen) by **cleaning with products such as Tilex and similar products that contain chlorine to kill mold (and tenant agrees to read the labels of all cleaning products and use common sense when using and applying the same).**

(5) **Shall regularly mop and or vacuum both the bathroom and kitchen areas.**

(6) shall remove standing water whenever it is discovered including windowsills, frames, walls (tiles or otherwise), counters and under sinks and shall ensure that wet areas and items are exposed to air and cleaned to properly dry out (for example, tenant agrees to leave the bathroom door open after showers, to hang all wet towels to dry, to wipe down wet surfaces such as a shower walls and to use any exhaust fans in the bathroom while showering or using water).

(7) shall immediately notify Landlord or Property Manager, **in writing**, if Tenant becomes aware of any mold or mildew-like growth that it is unable to remove by simply applying a common household cleaner and wiping the area or of any excessive mold growth anywhere in the Unit and allow Landlord, Property Manager (or their mold professionals) access to the impacted areas of the Unit so that the mold growth can be examined, and a proper remediation plan selected; and

(8) shall immediately notify Landlord or Property Manager, **in writing**; (A) of any failure or malfunction in the heating, ventilation or air conditioning system in the Unit; and (B) any inoperable doors or windows.

6. COMPLIANCE WITH LAWS AND NO ILLEGAL DRUGS OR ILLEGAL ACTIVITIES.

(a) Tenant, all Occupants and all guests shall occupy and conduct their affairs in the Unit and on the Property in compliance with all laws. **It is understood that at the time of a lease renewal and/or if Management has reasonable suspicion of criminal or illegal activity – the signing of this lease authorizes Investors Realty to run a more recent background check.**

(b) Specifically, neither Tenant nor any Occupant or guest shall engage in any criminal activity, including drug-related criminal activity, in the Unit or on the Property. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of any "controlled substance" as defined in Section 102 of the federal Controlled Substance Act [2 U.S.C. 802]. under Title 11 of the Delaware Code (the "Delaware Criminal Code") or under other applicable law.

(c) Specifically, neither Tenant nor any Occupant or guest shall permit the Unit or the Property to be used for, or to facilitate, any criminal activity, including drug-related criminal activity, prostitution, illegal threatening or menacing, assault, the unlawful possession or discharge of firearms at or near a dwelling or on the Property, all as defined and regulated under applicable laws.

(d) Specifically, neither Tenant nor any Occupant or guest shall engage in the unlawful manufacture, sale, use, storage, or distribution of a controlled substance as defined under applicable laws.

7. BED BUG ACKNOWLEDGMENTS AND TENANT RESPONSIBILITIES TO PREVENT.

(a) Tenant acknowledges that it has read the attached Exhibit B "BED BUGS -A Guide for Apartment Residents". Tenant acknowledges that anyone can bring bed bugs into their rental Unit from a location where bed bugs presently exist and that Bed Bugs typically are brought in from, among other sources, any of the following: a piece of used furniture or bedding, a hotel room, another person's home, a movie theatre, or even a visiting guest.

(b) Tenant acknowledges that Landlord and Tenant have each inspected the rental Unit prior to move-in and that no evidence of bed bugs or bed bug infestation was discovered or observed.

(c) Tenant acknowledges that used, abandoned or discarded furniture, clothing and personal property can contain bed bugs, which may infest the Unit and be expensive to treat. Tenant

agrees not to allow any such items to enter the Property or the Unit without first confirming the absence of bed bugs (by having such items inspected and/or professionally cleaned and treated by a PMP before bringing such items onto the Property or into the Unit. Tenant shall be required to provide proof that any such item has been inspected and/or treated by a licensed pest management professional ("PMP").

(d) Tenant acknowledges that even a few bed bugs can rapidly multiply to create a major infestation and that when an infestation is caught early, treatment is often much quicker than when the infestation is more advanced. Tenant shall report any signs of bed bugs immediately, in writing, to the Landlord's Property Manager.

(e) Tenant shall allow Landlord and Landlord's PMP access to the rental Unit, upon request, to inspect or treat for bed bugs. Tenant shall enter into Landlord's standard Bed Bug Agreement Addendum in the event that Landlord or Landlord's PMP finds evidence of the presence of Bed Bugs in or around the Unit. Tenant acknowledges that successful treatment of a bed bug infestation is dependent on Tenant's full cooperation and that if Landlord confirms the presence of bed bugs, Tenant shall cooperate and coordinate with Landlord and Landlord's PMP to treat and eliminate the bed bugs, including those outlined in a **Bed Bug Treatment Agreement Addendum**, from Landlord or Landlord's PMP in regard to the rental unit.

(f) Tenant shall not treat the Unit for bed bugs on Tenant's own and Tenant agrees that Landlord's shall have the exclusive right to select a PMP to perform bed bug treatments of the Unit at Tenant's expense. If a PMP determines that bed bugs that originated in Tenant's unit spread to other units at the Property, Tenant shall also be responsible for the costs of all necessary treatments for Tenant's rental unit as well as all of Landlord's additional costs, expenses and losses will be at Tenants expense.

(g) Tenant agrees that if Tenant does not comply with the preparation of the rental Unit for bed bug treatment as directed by the Landlord or Landlord's PMP and, if any required treatment is unsuccessful, Tenant shall be responsible for all subsequent treatments to the Unit and to any treatments required in adjoining Units which may become infested with bed bugs.

8. TERMINATION:

(a) Term Termination. Either Landlord or Tenant may terminate this Lease at the end of the Term by giving notice to the other party of its election to terminate (A Termination Notice) **not less than sixty (60) days prior to the last day of the Term.** If either party provides a timely Termination Notice, **the Term shall end on the last day of the Term.** If neither party provides a timely Termination Notice, this Lease shall automatically renew at the end of the Term. At the end of your first term, you may renew for another year or month-to-month.

(b) End of Month-to-Month Term Termination. If this Lease is renewed on a month- to-month basis as provided in paragraph 9(a) above, **either Landlord or Tenant may terminate this Lease by giving the other a Termination Notice not less than sixty (60) days prior to the date of termination and pursuant to the Code, this sixty (60) day notice period begins as of the first {1st} day of the month following the day that the Termination Notice is given.**

(c) Special Circumstances Early Termination. Tenant may terminate this Lease upon at least thirty (30) days' advance written notice if certain special circumstances under the Code apply.

(See the Summary of the Code attached as Exhibit C for such special conditions). Pursuant to the Code, this thirty (30) day notice period begins as of the first (1st) day of the month following the day that the termination notice is given. Tenant shall provide Landlord with appropriate documentation to verify Tenant's right to early termination under the Code.

(d) Renewal by Landlord. If Landlord intends to renew this Lease with any modified terms (or changed lease form(s)), then Landlord shall provide Tenant with a minimum of sixty (60) days' notice prior to the expiration of the Term (or if this Lease is on a month to month basis, a minimum of sixty (60) days' advance notice, with the sixty (60) day notice period beginning on the first (1st) day of the month following the date of actual notice) that the Lease shall be renewed ("Renewal Notice") upon the modified terms indicated (which may include, but is not limited to, a new lease form, changes to the length of the new term ("Renewal Term"). The amount of Tenant's security deposit, and the amount of rent).

(e) Landlord's Renewal Notice shall also specify the date on which any modifications shall take effect. If Landlord provides a Renewal Notice, Tenant must notify Landlord at least forty-five (45) days prior to the last day of the Term (or lease expiration) if Tenant does not accept the modifications and that Tenant is terminating the Lease (Tenant Renewal Rejection Notice). If Tenant sends a timely Tenant Renewal Rejection Notice, then the same shall terminate the Lease effective on the last day of the Term. If Tenant fails to timely give a Tenant Renewal Rejection Notice, Tenant shall be deemed to have accepted all the terms of the Lease as modified by the Renewal Notice for the Term set forth in the Renewal Notice.

9. PAYMENT OF RENT, LATE CHARGES, FEES AND ADDITIONAL RENT.

(a) Tenant shall pay rent for the entire Term of this Lease in equal monthly installments, in advance, on or before the first (1st) day of each month, without demand or setoff, at the office of the Landlord or at such other place as the Landlord may designate as otherwise provided in any Renewal Notice and such rent shall be prorated for any partial month during the Term.

(b) All rent must be paid by Tenant's personal check, certified check or money order. No rent may be paid in cash.

(c) If any rent is received after the fifth (5th) day of the month in which it is due, a late charge in the amount of \$ 35 . 00 shall be assessed and must be paid with the past-due rent. The late charge shall be considered additional rent under this Lease.

(d) A fee of T h i r t y F i v e and 00/100 dollars (\$35.00) shall be assessed and payable by Tenant each time any check from Tenant is refused, returned, or is otherwise not honored. The fee must be paid with the resubmitted rent and shall be considered additional rent under this Lease. If Tenant has two (2) or more returned checks in a one (1) year period, all future payments must be by certified check or money order.

(e) Tenant shall pay any additional optional service fees for any purposed allowed by Section 5311 of the Code (optional swimming pool fees, club fees, etc.) and such fees, if any, shall be considered additional rent under this Lease

10. KEYS: NUMBER OF KEYS GIVEN: 1 Front Door Keys, 1 garage door key and 1 garage remote opener.

Landlord will issue to Tenant prior on or prior to the date of occupancy of the Unit the number of keys and if applicable garage door opener to the Unit and other common area facilities (if any) indicated in the Rules and Regulations. Upon or prior to termination of this Lease, Tenant shall return to Landlord all such keys and if applicable, garage door opener issued (as well as any additional keys obtained by Tenant or any occupant of the Unit or other person during the Term). The Unit shall not be considered vacated until all such keys and if applicable, garage door opener have been delivered to Landlord. Landlord may charge the security deposit for the replacement cost of any such keys and if applicable, garage door opener that are not delivered to Landlord prior to termination. Tenant agrees to pay the Landlord its standard replacement costs (as published in the Rules and Regulations) for any replacement or additional keys and if applicable, garage door opener it obtains from time to time.

11. Utilities & Appliances:

(a) Only the following utilities and appliances are furnished by Landlord in the unit and are included in Tenants rent:

- (i) Utilities: Sewer, trash removal, grass cutting, landscaping
- (ii) Appliances: washer, dryer, dishwasher, microwave, stove, refrigerator, hot water heater.

(b) Tenant shall be responsible to obtain from third party vendors and to pay for other utilities, including by not limited to electric service, water service, natural gas service, phone service, internet service, and cable television service.

12. SECURITY DEPOSIT:

On the date that Tenant signs this lease, Tenant shall pay the security deposit in the amount set forth in paragraph 1 of this Lease. The security deposit shall be held and applied by Landlord in accordance with the Code. The security deposit shall be placed by the Landlord in an escrow bank account at the institution referenced in paragraph 1 and in conformity with the Code. The security deposit may be used by Landlord as permitted by the Code and shall be accounted for in conformity with the Code. If this Lease is assigned by Landlord, Landlord may transfer the security deposit to the assignee and Landlord will notify Tenant, in writing, of such assignment in conformity with the Code.

13. TENANT MAY NOT SUBLET OR ASSIGN:

Tenant may not sublease, license, assign, mortgage, or pledge this lease or the unit.

14. NOTICE OF EXTENDED ABSENCE:

Tenant shall notify Landlord in writing no later than the first (1st) day of any absence from the unit which is expected to exceed seven (7) days or no later than 4:00 P.M., EST on the seventh day of any absence which will exceed seven (7) days. Landlord may during extended absence, enter the unit as is reasonably necessary for inspection, maintenance, and safekeeping. Tenant's failure to provide said notice may be treated as an abandonment of the unit pursuant to the Code and may be grounds for termination of this lease and Landlord may pursue all legal remedies available to it. To

the greatest extent allowed under applicable law, Tenant shall indemnify Landlord for all damages, costs and/or expenses resulting from Tenant's absence from the Unit of more than seven (7) consecutive days if Tenant failed to provide notification to Landlord as required above.

15. LIABILITY FOR LOSS OR DAMAGE TO TENANTS, PERSONS, OR PROPERTY; INDEMNITY:

(a) Tenant shall be solely responsible for all loss or damage to Tenant's property or to any other person's property in the Unit and related storage area(s) and garages, if any, during the Term and any renewal or extension thereof, including any loss by water, flood, or theft, excluding only loss or damage resulting solely from the gross negligence of Landlord, its servants, agents, or employees. Tenant acknowledges that Landlord does not provide insurance that covers Tenant, Occupant, or guest personal property. To the greatest extent allowed by law, Tenant agrees to defend, indemnify, and hold Landlord harmless from any and all loss occasioned by the Tenant's breach of any of the covenants, terms and conditions of this Lease, or caused by Tenant, Tenant's guests, visitors, agents or employees.

(b) Tenant shall obtain and maintain "renter's" insurance providing at least **\$25,000 of personal property** (Landlord does not insure Tenant's property) and at least **\$300,000 of liability coverage** and such insurance shall **name Landlord as an additional insured**. Tenant shall, not later than ten (10) days after the date hereof (and prior to taking possession of the Unit), provide Landlord with written evidence of the existence and validity of the insurance required herein. Landlord may deny Tenant access to the Unit if Tenant fails to provide evidence of the required insurance. Tenant expressly acknowledges that Tenant is liable for any damage caused by any fire in the Unit or the Property that is negligently or willfully caused by Tenant, any Occupant under the Lease or any guest or agent of either. To the greatest extent allowed under applicable law, Tenant waives all rights of recovery against the Landlord, the Property Manager and Landlord's and Property Manager's agents, employees, or other representatives, for any loss, damages, or injury of any nature whatsoever to property or persons for which the Tenant is insured. If commercially available, Tenant shall obtain from Tenant's insurance carriers and shall deliver to the Landlord, waivers of subrogation rights under the Tenant's required insurance policies.

16. SUBORDINATION:

This Lease shall be subject to and subordinate to any lien of any mortgages and other encumbrances now existing or hereafter created on or against the Unit and/or Property, without the necessity of any further instrument or act on the part of Tenant. Tenant shall, upon request of Landlord, execute, acknowledge, and deliver such instruments as shall be desired by any mortgagee or proposed mortgagee or other parties to confirm the subordination herein set forth.

17. NO WAIVER BY LANDLORD:

Neither the failure of the Landlord to insist upon the strict and prompt performance of all the terms and conditions of the Lease or any of them, nor the acceptance by the Landlord of such performance thereafter shall be considered or construed as a waiver or relinquishment of Landlord's rights. Landlord may enforce the same in strict accordance with this Lease in the event of any continuing or subsequent default by Tenant.

18. SURRENDER OF THE UNIT:

Upon expiration or early termination of this Lease, Tenant shall surrender the Unit (and any storage area) to Landlord in good condition and repair, clean, and with all of Tenant's personal property removed. Tenant shall secure the Unit and return all keys to Landlord at the expiration or termination of this Lease. Tenant must provide Landlord with a forwarding address in writing. If the Tenant does not remove all personal property from the Unit and any storage area, then landlord shall have the right to remove and store the same at the Tenants' expense for seven (7) days. If Tenant does not claim the personal property and reimburse Landlord for the expense of removal and storage, then Tenant's personal property may be disposed of by Landlord without further notice, obligation, or any liability therefor to Tenant. In addition, Tenant agrees to pay to Landlord a sum equal to twice the monthly rent under this Lease computed and prorated daily for each day Tenant or its property remains in the Unit or in any storage area after expiration or early termination of this Lease.

19. FIRE AND CASUALTY DAMAGE, CONDEMNATION OR CHANGE OF OWNERSHIP OF THE UNIT:

(a) In the event that the Unit, or any part thereof is taken or condemned for a public or quasi-public use, this Lease shall, as to the part so taken, terminate as of the date title to or possession of the Unit shall vest in the condemner, as Landlord may elect, and rent shall abate in proportion to the square feet of the Unit taken or condemned or shall cease if the entire Unit is taken. In the event of any total or partial taking, Tenant waives all claims against Landlord and the condemning authority and Tenant agrees not to make any claim for the value of the leasehold interest by reason of such taking. Tenant further agrees that Tenant shall not be entitled to any notice from Landlord for the partial or complete termination of this Lease by reason of a taking or condemnation.

(b) If the Unit, or any part thereof or the building of which the Unit is a part or any part thereof, is condemned or declared unsafe by any governmental authority having the power to make such condemnation or such declaration or is the subject of a violation notice or a notice requiring repairs or construction by any such authority, Landlord, in its sole discretion, may cancel and terminate this Lease. If Landlord cancels and terminates this Lease, Tenant, upon notice from Landlord, shall immediately surrender the Unit to Landlord and this Lease shall terminate and the rent shall be apportioned as of the date of such termination. In such event, Tenant waives all claims against Landlord and against the authority or party making said condemnation or declaring the Unit or any part thereof, or the building of which the Unit is a part, other than claims allowed by the Code.

(c) In the event of the sale or the assignment of all of Landlord's right, title and interest in this Lease or in the Unit or Property covered by the Lease, then Tenant agrees that all obligations herein undertaken by Landlord, including but not limited to the obligation to return any security deposit paid by the Tenant, shall be transferred to the purchaser or assignee and in such event all of Landlord's obligations shall terminate and Tenant shall look solely to such purchaser or assignee for the performance of such obligations or for the enforcement thereof. Each subsequent purchaser or assignee shall in turn have like privileges of sale and assignment.

(d) If the Unit is damaged or destroyed by fire or casualty to an extent that enjoyment of the Unit is substantially impaired, and such fire or other casualty occurs without fault on the part of the Tenant, or a member of the Tenant's family, or another person on the Unit with the Tenant's consent, the Tenant may take such actions as are provided in Section 5309 of the Code.

20. RIGHT OF LANDLORD TO ENTER UNIT; CHANGE OF LOCKS:

(a) Tenant may not unreasonably withhold consent for the Landlord to enter the Unit in order to inspect it, make necessary repairs, decorations, alterations, or improvements, supply services, or exhibit the Unit to prospective purchasers, mortgages or tenants as long as the Landlord provides Tenant with at least **forty-eight (48) hours'** notice of the Landlord's intent to enter (**except for repairs requested by Tenant**). Landlord shall enter the Unit only between 8:00 a.m. and 4:00 p.m. In the case of an emergency, the Landlord may enter the Unit at any time.

(b) If Tenant intends to change the locks in the Unit, the Code requires Tenant to

- (1) provide written notice to Landlord whenever Tenant intends to install a new lock on the door (which shall be at Tenant's sole expense),
- (2) provide Landlord with a copy of the key to the new lock, and
- (3) the new lock must fit into the system already in place and the installation of the lock cannot cause damage to the door. If any damage results from Tenant's installation of a new lock, the same shall be repaired at Tenant's sole expense. Landlord may invoice Tenant for any costs Landlord incurs to repair any damage and the same shall be paid by Tenant immediately.

21. NOTICES:

Any notice required or permitted to be given hereunder to Landlord or Tenant shall be in writing and sent by registered or certified mail with return receipt requested, addressed to Tenant at the Unit and to Landlord, with a required copy to Landlord's agent, at the addresses first set forth above or as otherwise allowed under the Code.

22. DEFAULT BY TENANT:

(a) Failure to Pay Rent. If Tenant fails to pay the rent at the time and place required herein, the same is a default and:

- (i) Landlord, or Landlord's agent may at any time after rent is due, including the period between the date the rent is due and the date when late fees may be imposed, demand payment of the rent and additional rent and notify the Tenant that, unless payment is made within seven (7) days after the date notice was given or sent, this Lease shall be terminated. If the Tenants remain in default, the Landlord may thereafter bring an action for summary possession of the Unit or any other proper proceeding, action, or suit for possession.

23. HOLDOVER TENANCY:

If Tenant continues in possession of the Unit after the date of termination without Landlord's consent, Tenant shall pay to Landlord a sum not to exceed two (2) times the monthly rent then due under this Lease, computed and pro-rated daily, for each day Tenant remains in possession. Tenant shall also be liable for all other losses incurred by Landlord as determined by a proceeding before any court of competent jurisdiction.

24. DAMAGE CAUSED BY TENANT:

Landlord shall not be liable for any damage, compensation or claim by reason of inconvenience or annoyance arising from the necessity of repairing any portion of the building, the interruption of the use of the Unit, or the termination of this Lease by reason of the destruction of the Unit, except as set forth in the Code.

25. TENANT RESPONSIBLE FOR DAMAGES:

By executing this Lease, Tenant covenants and agrees that Tenant will be responsible for all damage and costs to any property of Landlord, or any other tenant accidentally, maliciously, intentionally, or negligently caused by Tenant, any Occupant of the Unit, Tenant's guests, and/or Tenant's invitees.

26. MISCELLANEOUS:

(a) Headings. Any headings or captions preceding the text of the paragraphs here are solely for convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning, construction, or effect.

(b) Delaware Law. This Lease shall be construed in accordance with the laws of the State of Delaware.

(c) No Amendment except in Writing. This Lease contains all the terms and conditions agreed to by the parties hereto and shall not be amended or modified except in a written instrument executed by the parties hereto.

(d) Parties Bound. This Lease shall bind and shall insure to the benefit of Landlord and Tenant and their respective heirs, successors, representatives, executors, and assigns. In the event Landlord or Tenant shall consist of more than one person or entity, the obligations and rights of Landlord and Tenants are joint and several as to all persons or entities identified as Landlord or Tenant.

(e) No Recording. This Lease may not be recorded. The recording of this Lease or any provision contained herein shall constitute a material default by the party so recording or causing such recording.

(f) Severability if any section or provision of this Lease is found to be unenforceable invalid or illegal it shall not have effect on the remainder of the Lease, and all remaining provisions shall remain enforceable.

g) Complete (Agreement. No Oral Representations. Tenant has read and understood this Lease and is competent to understand and enter into it. Tenant has not relied upon any oral representations, promises or warranties made by Landlord or its agents.

(h) Death of Tenant. In the event of the death of Tenant (or, if more than one, everyone identified herein as Tenant), Landlord may terminate the Lease or extend a new Lease to the estate of the Tenant. If more than one (1) party is a tenant, the death of the last surviving Tenant will constitute an automatic termination of this Lease. The benefit of this Lease may not be assigned, transferred, or assumed by the estate, heirs, next of kin or beneficiary of any Tenant. Any payments owed by Tenant to Landlord pursuant to this Lease shall constitute a valid claim against Tenant's estate.

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RULES AND REGULATIONS CONCERNING USE, OCCUPATION AND MAINTENANCE OF THE UNIT, AND THE BUILDING AND PROPERTY OF WHICH THE UNIT IS A PART. THESE RULES AND REGULATIONS FORM A PART OF YOUR LEASE AND YOU ARE REQUIRED TO ABIDE BY THE SAME. FAILURE TO COMPLY WITH THESE RULES AND REGULATIONS IS A VIOLATION OF YOUR LEASE. THESE RULES AND REGULATIONS MAY BE AMENDED FROM TIME TO TIME BY LANDLORD.

Tenant under the Lease shall be responsible for the conduct of all family members, other Occupants, guests, and/or invitees while in the Unit and/or on the Property and shall be liable for any damages caused by any of the same. The conduct of Tenant's family members, other occupants, guests and/or invitees while in the Unit and/or on the Property may serve as the basis for termination of this Lease if the conduct violates the Lease, these Rules and Regulations or the Delaware Residential Landlord Tenant Code.

USE OF THE UNIT

Tenant agrees that Tenant, members of Tenant's family, all Occupants of the Unit, and Tenant's other guests, agents, servants, or licensees on the Property shall:

~~(1) Use the laundry and drying machines only on such days and during such hours as Landlord may from time to time designate. Such equipment shall be used only for washing and drying clothes. Tenants are required to remain in laundry rooms until clothes are completely washed and dried. Landlord assumes no responsibility for loss or damage that might arise from use of laundry rooms, for any physical injury sustained by the use thereof or for the loss of any items of clothing when using the same. The drying or airing of clothes or other articles outside the Unit (from windows, on the ground, racks, or other drying devices) is prohibited. Washing machines and dryers are not to be kept or used in the Unit or on the balcony, deck, or patio, if any.~~

~~(2) Comply with moving hours and conditions as established by Landlord, and no moving is permitted on Sundays or on holidays. All packing cases, barrels, boxes and other containers used in moving must be removed by Tenant. Moving or delivery vans or trucks are not permitted to cross the curbs, walks or lawns, and must load and unload from the streets, cart ways or parking areas.~~

~~(3) abide by the directions of Landlord for the proper operation of heating, ventilation and air conditioning equipment and not open windows while heat or air conditioning is in operation. No air-conditioning appliance may be installed by Tenant without the written consent of Landlord. All supplemental heaters are prohibited. Tenant may not use or store any kerosene, oil, wood, or coal heaters in the Unit.~~

~~(4) Dispose of garbage, refuse, and waste matter in such manner and at such places as Landlord may direct and garbage containers are not permitted to be placed in public halls or outside Units or buildings. No Tenant shall discard trash, rubbish, can bottles or waste except in authorized containers. No items, including but not limited to bags, furniture, trash, boxes are to be left or discarded next to or outside of any waste container.~~

~~(5) Not install any awnings, venetian blinds, shades, or other window coverings, which are visible from the exterior of the unit, which have not been previously approved in writing by Landlord.~~

~~(6)~~ Not exhibit or cause to be exhibited the name of Tenant, or the e-mail address, in any place except that provided by Landlord for such purposes.

~~(7)~~ Not place any flag, sign, notice, legend, advertising, or e-mail address outside the Unit, including but not limited to on the outside of the door to Unit, in any window of the Unit, in any part of the building of which the Unit is a part, or in any other part of the Property.

~~(8)~~ Not attach to or erect outside of the Unit (including to any porch railings or walls), any aerials, wires, electrical appliances, equipment, or apparatus or make any other outside installation without the prior written consent of Landlord (and Landlord shall have the right to cause the removal of same at Tenant's expense).

~~(9)~~ Not make any alterations, improvements, or additions to the Unit or to the building of which the Unit is a part without prior written consent of Landlord (and cause any and all alterations, improvements or additions done by Tenant to be removed by Tenant and the Unit restored to the same good order in which it was upon acceptance, at Tenant's sole cost and expense).

~~(10)~~ Not obstruct the corridors, walls, passages, stairways, entrances, or any other places in the building of which the Unit is a part in any way or manner whatsoever or obstruct the sidewalks in front of or leading to the building of which the Unit is a part.

~~(11)~~ Not use the crawl space or attic space in the Unit for storage except in such parts thereof as shall be specifically designated by Landlord for use by Tenant for storage purposes. Not use any exterior or interior heater/utility closet for storage.

~~(12)~~ Not add, remove, alter, or change the locks on the Unit, unless:

(a) Tenant provides Landlord with prior written notice of its intention to change the locks; (b) Tenant supplies Landlord with a key to the new lock(s).

(b) The new lock fits into the system already in place; and

(c) The lock installation does not cause damage to the door.

Absolutely no additional or supplemental locks (including chain locks) may be installed upon the Unit door.

~~(13)~~ Not erect or maintain or allow (or permit to be erected or maintained) any window boxes on the exterior or interior sills of any windows in the Unit or the building of which the Unit is a part.

~~(14)~~ Not maintain or allow (or permit to be erected or maintained) any hanging plants, ornaments, or other such items on any part of the balcony ceiling, railing, post, or the building of which the Unit is a part.

~~(15)~~ Use cooking appliances provided in the Unit only for their intended use and not use cooking appliances in such manner as to permit noxious odors to permeate the building or in a manner that otherwise interferes with the rights of other Tenants; not use any supplemental or outside cooking grills or appliances in the Unit.

~~(16)~~ Maintain the Unit in a good state of preservation and cleanliness.

~~(17)~~ Not let water run to waste (all leaking faucets shall be reported immediately to the Property Manager).

~~(18)~~ Not engage any employee of Landlord to perform services not provided for by the terms of this Lease (and if Tenant does so, Landlord shall not be responsible for any damages, loss or injury occasioned thereby and such employees shall be deemed to be employees of Tenant in performing any such service). Neither Landlord nor any of its agents or employees shall provide after business lock out services.

~~(19)~~ Keep deck and patio areas neat and tidy (decks and patios are the property of Landlord) and no clothes shall be hung on railings or on any part of decks or patios, and no things shall be stored on decks and patios.

~~(20)~~ Not place any plants, flowers, decor, flags, statues, fencing, paving, etc. outside of the Unit, including in the mulched beds or grassy areas.

~~(21)~~ Completely vacate the Unit and Property, including the removal of any and all of their property upon termination of the tenancy. Before departure, Tenant shall return all keys to Landlord. Tenant shall allow Landlord to inspect the Unit, in Tenant's presence, to verify the condition of the Unit and its contents.

~~(22)~~ Landlord shall not be responsible or liable for delivery of messages, telephone answering service, mail and parcel delivery, nor for any service not expressly provided in the Agreement. This Agreement shall not be terminated by reasons of interruption of any service whether by strike, riot, orders or acts of public authorities, or any other acts beyond the control of Landlord.

~~(23)~~ Tenant agrees not to violate any city ordinance or state law in or about the Unit, nor to commit or permit any waste or nuisance in or about the Unit, nor in any way to annoy, molest or interfere with other occupants of the Unit. Further.

~~(24)~~ Landlord may enter said Unit at reasonable times to inspect, clean, repair, or show the Unit to prospective residents, purchasers, or lending institutions. Tenant agrees to allow access and occupancy to workmen for redecorating, repairing, or remodeling of the Unit for such time, as necessary.

NOISES AND DISTURBANCES

Tenant agrees that Tenant, members of Tenant's family, all Occupants of the Unit, and Tenant's other guests, agents, servants, or licensees on the Property shall:

~~(25)~~ Not make or permit to be made by any family member, guest, or invitee any disturbing noises in or about the Unit or on the Property nor engage in conduct or behavior which:

- a. Interferes with other tenants' quiet enjoyment of their units or the Property; or
- b. Is likely to confer substantial risk of physical harm to other occupants or guests on the Property, or
- c. Is illegal conduct, or

- d. Is loud, boisterous behavior, or.
- e. Is conduct which interferes with the rights, comforts or conveniences of other tenants or neighbors, and like above; or
- f. Involves the playing of, or permitting the playing of, any musical instrument, television, radio, or other noise creating equipment if the same shall disturb or annoy other tenants or neighbors between the hours of 10:00 P.M. and 7:00 A.M.; or
- g. Causes a public nuisance or breach of any Code, Statute or Ordinance governing such conduct.

CONDUCT

Tenant agrees that Tenant, members of Tenant's family, all Occupants of the Unit, and Tenant's other guests, agents, servants, or licensees on the Property shall:

~~(26)~~ Not bring anything to or keep anything in the Unit or the building of which the Unit is a part or commit or allow to be committed any act objectionable to the fire or other hazard insurance companies insuring the Property whereby the fire or other hazard insurance on the Unit or any part thereof or on the building of which the Unit is a part shall become void, suspended, or rated differently.

~~(27)~~ Not bring into or keep upon or suffer to be brought into or kept in the Unit or the building of which the rental is a part any explosives or hazardous substance other than normal household substances but only in quantities and amounts that comply with all laws.

~~(28)~~ Not shake from any window, door or balcony, or hang outside any window or balcony any carpet, rug, bed clothing or other articles, or sweep any dirt, refuse or other matter from the Unit into any entrance way; or throw or permit anything to be thrown out of any windows or doors, or upon the exterior areas of the building, since any such conduct would be a threat to the health safety and welfare of Tenants, guests, invitees, or employees of Landlord.

~~(29)~~ Not place or deposit or allow any cleaning or other equipment to be placed or deposited outside of the Unit or outside the building of which the Unit is a part.

~~(30)~~ Not permit the delivery of kitchen supplies, market goods, laundry, ice, other supplies, property, and packages of any kind, other than directly into the Unit or at the entrance provided therefor, provided, that Landlord shall not be held responsible for any loss or damage to any such property, nor will Landlord be responsible for any article left with any employee or in any part of the building of this apartment complex.

~~(31)~~ Not use the toilets or other plumbing appliances for any purpose other than that for which they were constructed and intended, ~~not~~ place any sweepings, rubbish, rags, or fish gravel or other improper articles therein. Any damages resulting from any misuse thereof shall be borne by Tenant.

~~(32)~~ Not mar the walls, ceilings, floors, or woodwork by driving nails, tacks or screws or otherwise defacing same. Tenant will be responsible for disfiguration of cabinets, refrigerator, or walls by the application of any paper, paint, or decals.

~~(33)~~ Not lean upon or deface screens, windows, storm windows or doors, not cause or permit the removal of any screens, windows, storm windows, or doors, and Tenant shall be responsible for any damage or injury resulting from any such removal.

~~(34)~~ Not bring into the rented unit, or allow to be brought into the rented unit, without the prior written consent of Landlord, any of the following:

- a. Water beds; or
- b. Weightlifting equipment; or
- c. Hot tubs; or
- d. Large appliances not provided by Landlord.

~~(35)~~ Not solicit for any purpose or cause (business or otherwise) on the Property

~~(36)~~ Engage in conduct which causes or threatens to cause irreparable harm to any person or property or be convicted of a class A misdemeanor or felony during the term of the tenancy which caused or threatened to cause irreparable harm to any person or property. In either event Landlord may, without notice remedy the breach caused by the conduct and bill Tenant as provided in the Residential Landlord Tenant Code or immediately terminate the Lease upon notice to Tenant and bring an action for summary possession; or do both.

~~(37)~~ Be responsible for discharge or replacement of fire extinguisher and for proper use of smoke detectors and battery replacement All damage or missing parts will be assessed to Tenant. Resident responsible for sprinkler engagement or any damage it causes.

ENTRANCES, FRONT WALKS AND LAWNS

Tenant agrees that Tenant, members of Tenant's family, all Occupants of the Unit, and Tenant's other guests, agents, servants, or licensees on the Property shall:

~~(39) Not obstruct any walkways, passageways, stairways and similar facilities from egress or ingress by tenants. Guests and invitees and said areas shall always be kept free and clear and be used only for the purpose for which they were intended. The front entrance doors are to be kept always closed. No person will be permitted to walk, rest, or sunbathe upon any lawn in the development, except such places as specified by Landlord.~~

(40) Not permit the placement or storage of sleds, carriages, bicycles, wagons, toy vehicles, playpens, on or around balconies, patios, lawn passageways, entrances, front walks and lawns or other common areas of the building. All deliveries must be made to the entrance of doors of the Unit and no empty delivery containers are permitted in public halls overnight.

(41) Not permit persons to play or congregate in public halls, stairways, or entrances, nor use or permit to be used the area around the building for outside games, sports, and recreational activities except those in areas specifically designated by Landlord. Landlord shall not be responsible for any injury and damage to persons or property resulting from or connected with the use of such areas.

AUTOMOBILES, TRUCKS, TRAILERS, BOATS AND OTHER VEHICLES

~~(42) Parking spaces have been provided for the use of all tenants, and parking will be strictly limited to the areas set aside for such purpose. Unless otherwise specifically agreed to by Landlord, Parking is on a first come first served basis and no tenant is guaranteed a particular parking spot (or spots) or the same parking spot or spots. Tenant shall use all parking spots in common with all other tenants and guests.~~

(43) Tenant agrees that Tenant, members of Tenant's family, all Occupants of the Unit, and Tenants o t h e r guests, agents, servants, or licensees on the Property shall:

(44) Not Park any vehicle in grass areas, in the street, and/or in front of any area marked Fire Lane or in front of any building entrance walkway. **Only two vehicles per unit are permitted.**

(45) Not Park any unsightly vehicle on the property or any disabled motor vehicle, including any vehicle with either expired tags or commercial or unlicensed vehicles. An unsightly vehicle includes but is not limited to a vehicle containing material body rust or body metal which is not painted in accordance with manufacturer's specifications. Missing body parts such as bumpers, fenders. windows etc. The determination of whether a vehicle is unsightly shall be in the sole discretion of Landlord.

(46) Not cause or permit any person to perform repairs to any motor vehicle in the parking area or in any other portion of the Property.

(47) Not Park or store or suffer or permit to be parked or stored any trailer, boat, truck, nursery trailer or commercial vehicle in any area other than those areas (if any) that are specifically designated by the Property Manager as the parking area for such vehicles and trailers.

(48) Cause all vehicle(s) and any allowed trailers on the Property to be legally registered, tagged, in good repair with no leaking fluids and always insured.

(49) Move their vehicle(s) ~~and trailers~~, as necessary, when snow removal is required, to allow for proper snow removal of the parking lots ~~and parking spaces~~. Snow removal occurs only on the roads and the overflow parking. Tenant is responsible for driveways and sidewalks.

Tenant agrees that Tenant, members of tenant's family, guests, agents, servants, or licensees shall:

(50) Not permit any pet or animal of any kind in or about the Unit or the building of which the Unit is a part, except with the prior written consent of Landlord, entry into a separate pet agreement with Landlord and the deposit of a separate pet security deposit(s). If requested by Landlord, a flea treatment charge will be made upon vacating the Unit.

(51) Landlord will accept no responsibility for extermination of fleas in the Unit. At Landlord's option, the cost of flea extermination shall be charged to Tenant.

(52) **No more than two (2) pets per rental are permitted upon entry into a separate Pet Addendum. Terms and Conditions of the Pet Agreement Addendum are part of the Lease and are enforceable. No dogs permitted that are listed as an aggressive breed.**

Occupant(s), in signing the space provided below, hereby acknowledges that Occupant has read and understands the Rules and Regulations as set forth above and agree to be bound by same, and further agrees that any violations of these Rules and Regulations shall be a default under the Lease and entitle Landlord to terminate this Lease.

Tenant – N/A

Date

Property Manager – Missy Abbate

July 11, 2024
Date