

Lease Agreement

THIS IS A LEASE AGREEMENT is entered into this _____ day of _____, 20____ between Come Home Properties LLC, as the Owner, whose address for the mailing for rent and the giving of notice is Come Home Properties LLC, 10221 Gloucester, Streetsboro, Ohio 44241 and the below Resident(s).

This lease supersedes and replaces any previous lease(s) or other agreement(s) between Resident and any entity regarding this property.

Property Address: _____ Stow, Ohio 44224

1. DEFINITIONS AND TERMS:

Beginning Date: _____ Ending Date: _____ Lease Bill Day _____

Resident(s) agrees to pay Owner as Rent for the said term of lease (__ months) the total of _____ in monthly payments of

Monthly Rent: a) Base Rent: _____

b) Optional Fee: _____

c) Pet Fee: _____ Allowed pet: _____

d) Water/Sewer Allowance: _____

Total Rent per month: _____

Security Deposit: _____

Note: The monthly base rent does not include utilities except trash pickup from a central location. Utilities are the responsibility of the Resident(s). (See Paragraph 9).

- Gas & Electric are through the utility companies.
- Water and Sewer is billed by the utility to the Condominium Association (CA), the CA bills Come Home Properties. Come Home Properties' monthly water/sewer charge of up to the amount of the allowance is covered within the rent. Come Home Properties bills the resident any excess over the allowance. Any amount below the allowance is considered part of the rent and is not returned to the tenant but is Come Home Properties'.
- Any other utilities (cable, telephone, etc) are through the utility companies.

Rent will include the use of the provided appliances: Furnace, Air Conditioner, Stove, Refrigerator, Dishwasher, Washer/Dryer. Others as listed _____

“Owner” means Come Home Properties LLC.

“Resident” means a person lease signer and entitled under a rental agreement to occupy the house.

“Other Occupant” means a person entitled under a rental agreement to occupy the house.

“Co-signer” means a lease signer and who will not to occupy the house

“Day(s)” means calendar day or any part of a calendar day.

Number of occupants _____ (maximum occupants is 2 per bedroom) consisting of one or more persons related by blood, adoption or marriage plus no more than 2 unrelated individuals occupying a dwelling unit.

Resident: _____
First Name Middle Name Last Name

Resident: _____
First Name Middle Name Last Name

Resident: _____
First Name Middle Name Last Name

“Other Occupants” of the House are:

Name Age Relationship to Resident(s)

Name Age Relationship to Resident(s)

Name Age Relationship to Resident(s)

Co-signer: _____
First Name Middle Name Last Name

2. AGREEMENT: By this Lease Agreement, the Owner is renting the House to the Resident(s). In exchange, the Resident(s) agree to pay the Rent promptly on or before the lease bill day each month, and to pay all other charges payable under this Lease when they are due. Further, both the Owner and the Resident(s) agree to observe all the terms and conditions of this Lease. For so long as the Resident(s) observe all of the terms of this Lease, the Owner agrees that the Resident(s) may use the House without interruption by the Owner, except where this Lease says otherwise.

3. APPLICATION FOR TENANCY: Prior to the signing of this Lease by the Resident(s) and the Owner, the Resident(s) signed an Application for Tenancy, in which the Resident(s) gave several items of factual data, and made other representations to the Owner. The Resident(s) understand that the Owner has relied on those facts and representations, and that if any of those facts or representations are discovered to be false or incorrect, the Resident(s) will be in breach of this Lease.

4. TERM: This Lease will begin on the Beginning Date and will continue until the Ending Date. If neither the Owner nor the Resident(s) notify the other party at least thirty (30) days before the Ending Date that this Lease will terminate, then this Lease will continue beyond the Ending Date on a month-to-month basis until either the Resident(s) or the Owner gives at least thirty (30) days prior written notice to the other party that this Lease will terminate. The Rent or other charges payable by the Resident(s) or any of the other terms and conditions of this Lease may be changed by the Owner after the Ending Date by giving at least thirty (30) days prior written notice to the Resident(s) of the change.

NOTE: If you want to vacate the House on or after the Ending Date, you must notify the Owner in writing at least 30 Days before the date on which you want to terminate. This notification is one of the requirements for the return of the Security Deposit.

5. RENT: The Resident(s) promise and agree to pay the Rent stated in Paragraph 1 to the Owner in advance of or on the lease bill day each month without the Owner notifying the Resident(s) of any rent due. If the Owner has not received the Rent by the lease bill day of the month, then the Resident(s) will pay a late charge of \$25 plus \$5 per day after the lease bill date. Late charges will be added to the Resident(s) account and will be paid by the Resident(s) regardless of whether the Owner bills the late charges to the Resident(s). The Owner's failure to bill the late charges will not waive the Owner's right to collect the late charges and Owner's right to collect late charges will be in addition to its others rights and remedies under this Lease.

Rent will continue to be charged until the key(s) to the house are returned to the Owner.

The Resident(s) also promise and agree to pay all other charges imposed by this Lease within fourteen (14) days of the Owner's bill to the Resident(s). If any Rent Payment has not been received by the Owner by the 7th day after the due date, or if the Resident(s) fail to pay any other charges billed to them by the Owner within the fourteen (14) days allowed, then the Owner may terminate this Lease and pursue the remedies described in Paragraph 12 of this Lease.

Any check which is returned to the Owner because the Resident's bank does not honor the check for any reason will be treated as if no payment has been made at all and, in addition, Resident(s) will pay a \$30.00 returned check fee. All returned checks must be replaced with a money order or cashier check.

If any payment (rent or other) is paid by mail, Residents(s) assumes responsibility for delivery. Failure of mail delivery is the responsibility of the Resident and payment is considered not to have been made until received. Payment received by mail will be considered received one (1) United States Postal Service business day after the postmark date on the envelop.

6. RENT INCREASES: Rent may be increased by the Owner after the End Date of this lease (as state in paragraph 1). Any Rent adjustment will not take effect until at least thirty (30) days after the Owner has given written notice to the Resident(s).

7. SECURITY DEPOSIT: The Resident(s) understand that they have given a Security Deposit to the Owner, which will be kept by the Owner. If the Resident(s) fail to pay the Rent or any other charges imposed by this Lease, or if the Resident(s) fail to perform any of their other agreements or obligations under this Lease (including the failure to give a 30 day notice at the formal end of the Lease and/or one of the 30 day Lease extension periods), then the Owner may, at its option, apply the Security Deposit against any damages suffered by the Owner. The Owner's rights to recover possession of the House for non-payment of Rent or for any other reason will not be affected by the fact that the Owner holds the Security Deposit. The Security Deposit will be returned to the Resident(s) at the end of the Lease term if the Owner does not claim damages or a failure to pay Rent or other charges. In no event will the Security Deposit be returned to the Resident(s) before the Resident(s) have moved out of the House. The Security Deposit may not be used as the last month's rent nor any other portion of rent. Any interest or income that may be earned by the Security Deposit will be the property of the Owner. You must notify your Owner in writing within four (4) days after you move of a forwarding address where you can be reached and where you will receive mail; otherwise, your Owner shall be relieved of sending you an itemized list of damages with penalties adherent to that failure.

8. TRANSFER OF SECURITY DEPOSIT: If the Owner sells, assigns, or conveys its interest in the Lease or the House, the Owner will have the right to also transfer the Security Deposit. When the Owner notifies the Resident(s) of the transfer of the Security Deposit, the Owner will be relieved of all liability to the Resident(s) with respect to the Security Deposit and the transferee will be deemed to have assumed the Owner's liability.

9. UTILITIES: The Resident(s) promise and agree to promptly pay all bills for utilities supplied to the House from and after the Beginning Date. The Owner has the right to temporarily discontinue or cut-off any of the utilities for any repairs deemed necessary by the Owner without responsibility or liability to the Resident(s). The Owner will not be responsible or liable to the Resident(s) for any loss or damage resulting from the discontinuance in any utility services caused by any strike, fire, storm or other casualty, or for any other reason and the Resident(s) obligation to pay Rent will continue despite any interruption in utility services, unless the interruption is caused by the Owner's negligent performance or failure to perform a duty imposed by law and the Owner is unable to restore service within a reasonable period of time. It is the Resident's responsibility to have the utilities changed into his/her name at the time you move in. We will charge \$10.00 per day for gas, \$10.00 per day for electric and \$5 per day for other utilities for each day that a utility is on in our account. If the utility service is not placed in the Resident's name within ten (10) days of occupancy of the rented premises, the Owner may have such utility services terminated.

10. PETS: Any pets brought into the house must have prior written approval from the Owner. Any pet fee does not cover damages incurred by the pet while in the house. Pets will not be allowed to roam outside unattended. The Owner has the right to refuse any pets. No aggressive pets will be allowed. All pets are to be cared for in a humane manner.

a) **No Pets Allowed, Even Temporarily.** No pets are allowed, even temporarily, anywhere in the house, unless Owner has consented to the pet and Resident has paid the associated fees. Resident(s) must advise guests of this policy so they can make other arrangements prior to their visit, or secure prior approval for their pets from Owner.

b) **No Strays.** Resident(s) shall not keep or feed stray animals in their houses or on property, for your own safety and that of others. Resident(s) must notify Owner immediately if they notice any stray animals on the grounds. We love animals, but strays can be dangerous.

c) **Cleaning Charges.** If a pet has been in a Resident's house, even temporarily with our consent, the Resident(s) may be charged for de-fleaing, deodorizing, shampooing and/or replacement of any damaged items.

11. JOINT AND SEVERAL LIABILITY: Each of the Resident(s) and co-signor(s), as applicable, shall be fully liable for all Rents and other sums due, and the Owner may look to all or any one of the Resident(s) or co-signor(s) for the full satisfaction of any obligation under this Lease, and a judgment against any Resident shall not be a bar to a judgment against any other Resident or co-signor.

12. DEFAULT IN PAYMENT OF RENT OR OTHER CHARGES: The Resident(s) expressly understand and agree that a failure to promptly pay the Rent or any other charges imposed by this Lease is a default in the Resident(s)' obligations. In such event, the Owner will have the right to declare this Lease terminated and the Owner will have the right to evict the Resident(s) and to recover possession of the House by whatever means are allowed by law. Acceptance of late payments by the Owner will not impair any of the Owner's remedies as set forth in this Lease or as allowed by law.

13. OTHER DEFAULT: If the Resident(s) fail to faithfully and completely perform any of their promises or obligations under this Lease (other than the obligation to pay Rent and other charges), the Owner will have the right to declare this Lease terminated, and upon giving thirty (30) days notice, the Owner will have the right to evict the Resident(s) and to recover possession of the House by whatever means are allowed by law. The Owner also will have all of the rights provided by this Paragraph if the Resident(s) have been late in the payment of two or more Rent payments or other charges within any one year period. If the Resident(s) willfully or negligently cause a serious and continuing health hazard, or cause extensive and continuing physical injury to the premises, the Owner has the right to declare this Lease immediately terminated and, after three (3) days notice, to evict the Resident(s) and recover possession by whatever means are allowed by law.

The Owner may terminate a rental agreement within three (3) days from the date written notice is delivered to the Resident if the Resident or any other Occupant commits or is charged with committing a violent act or behaves in a manner which constitutes or threatens to be a real and present danger to the health, safety or welfare of the life or property of others.

14. OBLIGATIONS ON MOVING IN: The Resident(s) acknowledge and agree that the Owner has made no representations or warranties as to the condition or the state of repairs of the House prior to the signing of this Lease. The Owner will conduct a walk-through of an inventory Checklist with the Resident(s). The Resident(s) must review the inventory Checklist, and note on the Checklist the condition of the House and all of the Owner's property in the House. The Checklist must be returned to the Owner within seven (7) days of the Beginning Date. Failure of the Resident(s) to complete the inventory checklist will be deemed an agreement by the Resident(s) that the house and the Owner's property in the house is in good, clean, undamaged, and serviceable condition at the beginning date. If the Resident(s) believe that the House is in need of repairs which are the Owner's responsibility, the Resident(s) should deliver a written list of those items to the Owner within seven (7) days together with the completed inventory Checklist.

15. TREATMENT AND USE OF THE HOUSE: The Resident(s) understand and agree that:

- A) the House is to be used exclusively as a private residence for the Resident(s) and the Other Occupants listed in Paragraph 1 of this Lease, and for no other persons or purposes.
- B) the House will not be used for any purpose in violation of the laws, ordinances or regulations of any governmental authority.
- C) the Resident(s) will not operate any business enterprises from the House, conduct "garage sales", or make any other unusual use of the House, which might violate the rights of the Owner.
- D) the House will be kept in a clean and orderly condition, and Resident(s) will not do anything that might be considered dangerous, might be a health hazard, or might violate any health or police regulations. All waste shall be disposed in the designated collection areas and into receptacles.
- E) the Resident(s) will treat the House and all of the Owner's property in the House with the respect and care that is due and owing by a person who has been entrusted with the property of another. The

Resident(s) will not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises, including appliances, or permit any person to do so. The Resident(s) will not engage in any activities or any act, which might cause the House to diminish in value that misuses or neglects the House or any of the Owner's property or appliances in the House.

F) any malfunctions or damages are to be promptly reported to the Owner.

G) the Resident(s) will be responsible for the conduct and actions of all Other Occupants of the House and all guests and visitors to the House, and the Resident(s) will be responsible to see that those persons fully comply with all of the obligations of this paragraph and with all of the other obligations in this Lease.

The Resident(s) understand that the Owner may terminate this Lease if the Resident(s) fail to fully comply with the terms of this Paragraph.

16. RESPONSIBILITY TO NEIGHBORS & CONDOMINIUM ASSOCIATION (CA) RULES:

The Resident(s) understand that they are living in a community and that the mutual cooperation of all with the community and with the Owner is essential to make the House a pleasant residence for everyone. Because of this, the Resident(s) agree to act in an orderly fashion and not to do anything which might be a nuisance, eyesore, or any other activity disturbing the peaceful enjoyment of the community, and to cause all Other Occupants of the House, and all guest and visitors to the House to conduct themselves in the same manner.

Occupants of the House MUST abide by any CA rules that apply to the House.

The Resident(s) understand that the Owner may terminate this Lease if the Resident(s) fail to fully comply with the terms of this Paragraph.

17. ALTERATIONS: The Resident(s) may not make any alterations, additions or improvements to the House (including wallpaper and painting) unless they first obtain the written consent of the Owner. All alterations, additions, and improvements must be done in a good workmanlike manner using high quality materials. The Resident(s) will not allow or permit any mechanic's lien or other lien to be filed against the House or any part of the House as a result of any of the Resident(s)' repairs, alterations or improvements. The Resident(s) understand and agree that they may be obligated (at owners option) to remove all alterations, additions and improvements made by them and to restore the House to the condition it was in on the Beginning Date (reasonable wear and tear excepted) whether or not the Owner has consented to the making of the alterations, additions or improvements.

18. STORAGE: The Resident(s) may store their personal possessions, belongings and furniture in the House or in any storage areas designated for the Resident(s)' use by the Owner. The Resident(s) understand and agree that this Lease does not give the Resident(s) the right to use the roof above the House or outside walls to erect any antenna or for any other purpose. In no event may the Resident(s) store any explosives, flammables, or other dangerous item anywhere in the House. The Resident(s) understand and agree that any use is at their own risk and that the Owner cannot give the Resident(s) any assurances against theft or other damage.

19. RULES AND REGULATIONS: The Owner reserves the right to establish, and change from time to time as deemed appropriate, reasonable rules and regulations relating to the occupancy and use of the House in order to promote the convenience, safety, or welfare of the Residents in the premises, preserve the Owner's property from abusive use, or make a fair distribution of services and facilities held out for the Residents generally. The Resident(s) promise and agree to obey all of the rules and regulations that are in effect and to see that all Other Occupants of the House, and all guests and visitors also observe the rules and regulations. Changes in the rules and regulations to protect the physical health, safety, and peaceful enjoyment of the Residents of the House and their guests will take effect thirty (30) days after written notice to the Resident(s).

20. SMOKE ALARM: Smoke alarm(s) are provided in the House. Upon taking possession of the House, the Resident(s) will personally check the alarm to ascertain that it is in working order. The Resident(s) understand that the Resident is to maintain the alarm and keep fresh batteries in the mechanism and failure to do so absolves the Owner from any responsibility for losses due to the Resident's non-compliance or malfunction of the alarm.

21. OWNER'S DUTY TO REPAIR: The Owner agrees to keep the House in a fit and habitable condition during the term of this Lease, provided that the Resident(s) promptly notify the Owner of any condition in the House which is in need of repair. If any repairs are made necessary or become more costly because of the acts, misuse or neglect of the Resident(s), the Other Occupants of the House, or guests or visitors to the House, or because of the failure of the Resident(s) to notify the Owner of any condition in need of repair, then the Resident(s) agree to pay the Owner for the cost of making the repairs. The Owner may, at his option, delay the accomplishment of any repairs if the rent should be delinquent. The resident may make minor repairs to the house with prior approval of the owner. Examples of such minor repairs are, but not limited to, minor plumbing (toilets, sinks, etc.), minor electrical (light switches, plugs, etc), caulking of bathroom fixtures and other minor repairs.

22. ACCESS TO THE HOUSE: Upon 24 hour notice, unless Resident(s) agrees to less time, the Resident(s) expressly agree that the Owner, or persons designated by the Owner, will have access to the House at all reasonable hours for the purpose of inspecting the House, making necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, residents, renters, workers or contractors. The Owner shall also have access to the House for any regularly scheduled maintenance such as, but not limited to pest control, inspections, or other maintenance. The Owner, or persons designated by the Owner, will also be allowed to immediately enter the House without the consent of the Resident in case of emergency. "Emergency" means a sudden, generally unexpected occurrence or set of circumstances demanding immediate action.

After either the Owner or the Resident(s) give notice that this Lease will terminate, the Owner may show the House to prospective Residents.

23. LIABILITY OF RESIDENT(S): The Resident(s) will be responsible for the use of the House by the Other Occupants, and all guests and visitors to the House, and will be liable to the Owner for any damage, loss or injury incurred by the Owner as a result of the use of the House or the conduct or actions in the House of the Resident(s), the other Occupants and all guests and visitors to the House. The Resident(s) will also be liable to the Owner if the Owner becomes liable to any other person because of the use of the House or the conduct or actions in the House of the Resident(s), the Other Occupants or any guests or visitors to the House.

24. LIABILITY OF OWNER: Except for the Owner's failure to perform, or non-performance of actions required by law, the Owner will not be responsible or liable to the Resident(s), the Other Occupants or to any guest and visitors for any personal injury, loss or damage to property, or for any other loss or injury whatsoever that may result from the acts or omissions of the Owner, or Residents, guests, visitors or trespassers in the House, or for any acts of God or for any other acts, causes or reasons not reasonably within the control of the Owner.

25. INSURANCE AND DAMAGES: In order to help protect the Owner and the Resident(s) against property loss or damage, and in order to help protect the Resident(s) against any liability that they might incur to the Owner, the Resident(s) are required and promise and agree to obtain a policy of "Renters Insurance" from a reputable insurance company. The Owner is not responsible for, and will not provide, fire or casualty insurance for the Resident's personal property. The policy must insure the Resident(s) against loss or damage for the full replacement cost of all of their property, with improvements and betterment coverage, insuring against loss or damage suffered as the result of any liability that the Resident(s) might incur to the Owner or other Residents, and waiving any rights of subrogation which the insurer might have against the Owner. Because the Owner and the Resident(s) will both have separate property damage and medical insurance policies, to the extent that any loss, damage or injury is covered by insurance, the Owner and the Resident(s) each release the other from liability to the other and from liability to insurers claiming against either the Owner or the Resident(s) by way of subrogation and agree to look solely to their own insurers regardless of who may be at fault.

26. RESIDENTS' DUTY ON MOVING OUT: Upon moving out, the Resident(s) will clean the walls, floors and appliances, remove all their possessions and return the House to the Owner in as good condition as it was in when the Resident(s) moved in, except for reasonable wear and tear. If the Resident(s) have made any alterations or additions to the House, the Resident(s) will remove the alterations and restore the House. The Resident(s) will return all of their keys to the Owner on the day that they move out of the House. The Owner has provided two (2) keys to the Resident and the Owner may charge the Resident(s) Twenty-Five Dollars (\$25.00) for each key that the Resident(s) fails to return.

The Resident(s) shall have the right to schedule a mutual inspection of the house with the Owner during normal business hours after all personal property has been removed from the premises and within 5 days of termination of this lease. If the Resident has moved or is otherwise inaccessible to the Owner and has not contacted the Owner prior to vacating the premises or the Resident has waived in writing the right of inspection, the Owner shall then inspect the premises and compile a comprehensive listing of any damage to the unit that is the basis for any charge against the Security Deposit and the estimated dollar cost of repairing the damage.

27. ABANDONED PROPERTY: A Resident will be deemed to have abandoned the unit if:

- a) the Resident is absent from the unit for an unexplained or extended absence of fourteen (14) days or more or
- b) the Resident is more than seven (7) days past due on rent along with other reasonable factual circumstances indicating the Resident has permanently vacated the premises, including, but not limited to, the removal by the Resident of substantially all of the Resident's possessions and personal effects from the premises, or the Resident's voluntary termination of utility service to the premises.

When a house has been deemed abandoned, the Owner is expressly authorized to reenter and take possession of the premises. If the Resident(s) leave any property or possessions in the House after moving out of their House, the property will be deemed abandoned. The Owner may send the abandoned property to a storage company and charge the Resident(s) for the storage costs, or may itself store the abandoned property and charge a reasonable storage fee to the Resident(s) or may sell or dispose of the abandoned property in any manner and at any time not prohibited by law.

28. HOLDING OVER: In the event that the Resident(s) do not move out of the House by the termination date of the Lease (see paragraph 3), then the Owner may, at its option, treat the Resident(s) as trespassers and may bring an action for possession. If the Resident's holdover is willful and not in good faith, the Owner, in addition, may recover actual damages sustained by the Owner, plus other costs.

29. CONSTRUCTION ACTIVITIES: If the House is under construction at the Beginning Date, the Resident(s) understand that they may be permitted to move into the House before the construction of the House is finished. Also, the Resident(s) understand that additional buildings or other facilities or improvements may be constructed during the Resident(s) occupancy of the House, and that the Owner may develop additional property and add to the size of the House. Therefore, the Resident(s) understand that these conditions and activities may cause the types of inconvenience normally occurring during construction, such as incomplete or temporary facilities, dirt, dust, mud, noise and debris, and the Resident(s) will accept these conditions without complaint and will not be entitled to any reduction of Rent because of these conditions.

30. RIGHT TO MORTGAGE: The Resident(s) understand and agree that this Lease may be subject and subordinate to future mortgages affecting the House, and that the Rents and Leases may be assigned by the Owner to its mortgage lender as security for the repayment of any mortgages affecting the House

31. NOTICE OF INJURIES: In the event that any of the Resident(s) or Other Occupants of the House or any of their guests and visitors suffer any damages or injury for which they believe that the Owner might be liable, the Resident(s) promise and agree to notify the Owner within ten (10) days of the occurrence of the injury, or as soon after the injury as practicable. The failure of the Resident(s) to notify the Owner of any of these injuries or damage will be a breach of this Lease, and the Resident(s) will be responsible to the Owner for any loss which the Owner might suffer arising out of the Resident(s) failure to notify the Owner, including the Owner's inability to determine the cause or responsibility for the injuries or damage.

32. CONDEMNATION AND DESTRUCTION: If any part of the House is taken by any governmental authority, or if the House is damaged by fire, storm or other casualty, and if the Resident(s) are unable to continue living in the House, then either the Owner or the Resident(s) may declare this Lease to be at an end, and the Resident(s) shall immediately move out of the House. If the damage can be repaired by the Owner within a reasonable time, and if the Resident(s) can still use the House without substantial inconvenience, the Owner shall repair the House as soon as is reasonable, and this Lease shall continue in full force and effect. Any taking of or damage to any of the parking areas or other outdoor areas will not release the Resident(s) from any of their obligations under this Lease.

33. OWNER'S RIGHTS: Upon the termination of this Lease by the Owner because of a default by the Resident(s), or upon abandonment of the House by the Resident(s), or upon re-entry and recovery of the House by the Owner, the Resident(s)' liability for Rent due will survive as allowed by law. In any of these events, the Owner may declare that all Rent and other charges remaining to be paid during the term of the Lease are then due and payable in full or the Owner may seek to collect the Rent and other charges as they fall due, despite the re-entry or recovery of the House by the Owner. The Owner's claims for any losses or damages will survive the termination of the Lease or the recovery of the House by the Owner, and the Resident(s) will remain liable for all such losses and damages. If the Owner accelerates the remaining rent and other charge to be paid during the term of the Lease, the Resident(s) may not be liable for the total accelerated amount since the Owner will attempt to minimize damages. If the Owner chooses to collect the Rent and other charges as they fall due, the Owner will seek new Residents for the House and will credit to the Resident(s)' account any income resulting from the re-leasing of the House. However the Resident(s) will not be entitled to any excess income received by the Owner over the amounts owing from the Resident(s) to the Owner. In any of these events, the Owner will also be entitled to a reasonable fee for its costs and expenses incurred in re-leasing the House. Resident or Leasee will be responsible for all collection expense to include but not limited to a third party collector.

34. INFORMATION DISCLOSURES: The Resident(s) understand that various governmental agencies, and other persons may contact the Owner from time to time to request information regarding this Lease

transaction between the Resident(s) and the Owner, and the Resident(s) consent and agree that the Owner may freely disclose any information contained in the Owner's files and records.

35. NOTICES: Unless this Lease or any statute calls for a specific method for notices to be delivered, any notice required to be given by this Lease will be considered to be properly delivered if it is sent by first class mail or personally delivered to the party being notified. Notices to the Owner will be sent or delivered to the address shown on the first page of this Lease, unless the Resident(s) are notified of a different address. Notices to the Resident(s) will be sent or delivered to the House unless the Owner is notified of a different address. In addition, the Owner may deliver any notice to the Resident(s) by attaching the notice to any door or door frame of the House unless the Resident(s) have moved out of the House and notified the Owner of their new address.

36. INTERPRETATION OF LEASE: It is the intention of the Owner that this Lease be written in a readable form without the use of technical language, except where it was unavoidable. The Resident(s) are, however, encouraged to assure themselves that they understand everything in this Lease, and to seek assistance if they do not. Any interpretation of the terms of this lease will be ruled in favor of protecting the rights of the owner, unless the interpretation would violate State of Ohio laws or United States laws.

37. SEVERABILITY AND CAPTIONS: If any provision contained in this Lease is prohibited by statute or is declared unenforceable as a result of any judicial decision, then that provision will be null and void, and will not be considered a part of this Lease. If any provision in this Lease is invalidated or becomes void, the remainder of the Lease will not be affected and will remain in full force and effect. The captions and numbers have been inserted only as a matter of convenience, and are not part of this Lease Agreement.

38. LEAD BASED PAINT: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can cause health standards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, renters should be aware of lead based paint hazards in the dwelling. Renter of a pre-1978 property acknowledges receiving **Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards** form and the pamphlet *Protect Your Family from Lead in Your Home*.

39. ASSIGNMENT: The Resident(s) expressly understand and agree that they will not assign any part of their interest in this Lease, nor will they sublet the House nor allow anyone other than themselves and the Other Occupants of the House to occupy the House, unless they first obtain the written consent of the Owner which the Owner may withhold for any reason whatsoever. Unless the prior written consent of the Owner is obtained, any assignment or subletting of the Lease of the House will be void and completely ineffective, and will be a default allowing the Owner to regain possession of the House. Whether or not the Owner consents to any assignment, the Resident(s) will not be released from any of their obligations under this Lease unless those obligations are waved in writing by the Owner. A consent by the Owner to an assignment or subletting does not include a consent to any further assignment or subletting.

40. LEASE BUYOUT: Due to circumstances that may arise requiring the Resident(s) to need to terminate this Lease prior to the Lease Ending Date, the Resident(s) will have the following options available to them:

Option 1: The Resident(s) may fulfill the remaining Lease term.

Option 2: The Resident(s) may buyout the remaining Lease term by:

a) providing a 30-day notice,

b) paying an additional two (2) month's rent, and

c) paying all outstanding balances through the end of the 30-day notice.

All balances due must be paid within the 30-day notice timeframe.

41. MODIFICATION: Both the Owner and The Resident(s) understand that the whole agreement between them is expressed in this Lease and that there are no verbal understandings and agreements. This Lease may be changed only by a written agreement signed by both the Resident(s) and the Owner, and any verbal understandings or agreements will not be binding by either the Resident(s) or the Owner. The Owner may change this Lease without the consent of the Resident(s) by giving written notice thirty (30) days or more before the change takes effect. Any changes required by federal, state or local law will become effective immediately without notice to the Resident(s).

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RULES AND REGULATIONS

1. The sidewalks, entrances, and stairways will only be used to enter or leave the House and will not be obstructed by the Resident(s) or the Other Occupants of the House.
2. The Resident(s) are responsible and will pay for any damages to the House or the House which occur because of property being moved or carried into or out of the House.
3. The Owner will retain a pass key to the House. The Resident(s) will not alter any lock or install any door knocker on the door to the House.
4. No shades, screens, awnings or other projections will be attached to or extend beyond the outside walls, windows or doors of the House without the Owner's consent.
5. No sign, advertisement, notice or other lettering will be placed anywhere in the House which can be seen from outside of the House.
6. Resident(s) shall perform normal routine care of property not covered by the Condominium Association (CA), including but not limited to weeding, watering of grass/trees/bushes, other minor routine yard care, snow removal in any areas not covered by the CA, etc..
7. All draperies and other window treatments will have white linings or exterior surfaces so that the House will have a uniform and consistent appearance.
8. No spikes, hooks or nails will be driven into the walls or woodwork of the House: except that a reasonable number of paintings or pictures may be hung in the House using only small wire nails. No ceiling hooks are to be used.
9. No smoking is allowed within the House.
10. No waterbeds are allowed.
11. Kitchen appliances, sinks, toilets and other equipment should only be used in the manner for which they were designed. Hot pots, or other hot items should not be placed directly on kitchen counters. Cutting should be done on a cutting board, not on kitchen counters.
12. Sinks and toilets should not be used to dispose of grease, rubbish, sweepings, cigarettes, cigars, paint, disposable diapers or sanitary napkins. Instead these types of waste should be disposed of in proper receptacles. A grease jar with secure lid is required for the accumulation of grease. When the jar is full, it should be properly disposed of in the appropriate trash receptacle. There is to be no dumping of kitchen grease on the grounds or in the sink, tub, or toilet drains.
13. No radio or television antenna or wires shall be erected in or about the House without the Owner's consent.
14. No pets are allowed in the House without first obtaining the permission of the Owner. Dogs, if allowed, must be at least one year of age.
15. The Resident(s) will not allow anything to fall or be thrown or swept from the windows, doors, or balconies of the House onto ground areas or other places outside the House.
16. The Resident(s), the Other Occupants, and their guests and visitors will not do anything in the House which will interfere with the rights, comforts or convenience of other Residents or neighbors. No musical instruments, radios, televisions, stereos or other equipment will be used in a manner that disturbs or annoys other Residents or neighbors, nor will any disturbing noises be made at any time.
17. Children will be properly supervised by their parents at all times.
18. If a washing machine and dryer are provided, dying or tinting in washers is not allowed.
19. Newspapers, cans and other garbage should be placed only in the appropriate trash receptacles. Container lids will be kept tightly closed at all times and the Resident(s) will comply with all governmental regulations relating to the containers and their use.
20. The storage of kerosene, gasoline or other flammable or explosive materials in the House is prohibited.
21. Any storage areas designated for the Resident(s)' use will be used in a safe manner.
22. Trees and shrubbery are a vital and valuable part of the House and the Resident(s) understand they will be responsible for any damage which is caused by the Resident(s), the Other Occupants of the Houses, or their guests or visitors.

23. A \$25 service charge will be levied on any lockouts during 8 am – 5pm on non-holiday weekdays and \$50 on weekends, holidays and all other times.
24. Dart boards are not allowed within the house.
25. If candles are used, there must be an appropriate base for the candle. Wax must not be allowed to drip on the floor. Also, candles are not to be used in a close proximity to walls, curtains, and blinds. No candles can be used while unattended or while Resident(s)/Occupant(s) are sleeping.
26. No kerosene or other open flame heaters are to be used.
27. No vehicles to be driven/parked on the grass or sidewalks without the permission of the Owner..
28. Decorating - There are to be no stick-ons for walls or ceilings. Please use only small nails for hanging wall decorations. No nails are to be used on the doors. There are to be no ceiling hooks.
29. We request that if the Resident(s) anticipate an absence from the premises in excess of ten (10) days that notice be given to the Owner.
30. These rules and regulations may be changed or additional rules and regulations added by the Owner as permitted in the Lease.
31. There is a limit of two (2) vehicles (cars, motorcycles, etc) per unit.
32. There are limits on the type of vehicles allowed by the Condo Association, These limits included (but not limited to) not allowing trailers, RVs, business vehicles, etc.. Check with the Condominium Association Rules.

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If this Lease is co-signed, the co-signer is responsible for this Lease and any subsequent Lease Renewal Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Lease Agreement on the day, month, and year stated.

Resident's Name (print)

Resident's Signature & date

Resident's Name (print)

Resident's Signature & date

Resident's Name (print)

Resident's Signature & date

Co-signer's Name (print)

Cosigner's Signature & date

Come Home Properties LLC
Owner's Name (print)

Owner's Agent Signature & date