

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

A buyer/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may contain lead-based paint and that exposure to lead from lead-based paint, paint chips or lead paint dust may place young children at risk of developing lead poisoning if not managed properly. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller/landlord of any interest in residential real property is required to disclose to the buyer/tenant the presence of known lead-base paint hazards and to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession. A tenant must receive a federally approved pamphlet on lead poisoning prevention. It is recommended that a buyer conduct a risk assessment or inspection for possible lead-based paint hazards prior to purchase.

Seller's/Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

 / (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

Open (ii) Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (Check (i) or (ii) below):

(i) / Seller/Landlord has provided the purchaser/tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

Open (ii) Seller/Landlord has no reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's/Tenant's Acknowledgment (Initial)

(c) / Buyer/Tenant has received copies of all information listed in section (b)(i) above, if any.

(d) / Buyer/Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*

(e) **Buyer has** [check (i) or (ii) below]:

(i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) Agent has informed the seller of the Seller's/Landlord's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Shwelle E. Myers Jr. _____
Seller/Landlord Date Buyer/Tenant Date

Seller/Landlord Date Buyer/Tenant Date

Mark G. Goy _____
Seller's/Landlord's Agent Date Buyer's/Tenant's Agent Date





CONSERVATION EASEMENT ADDENDUM

ADDENDUM # 2 dated _____ to Contract of Sale dated _____,
between Buyer _____
and Seller _____
for Property known as 1807-09 Maryland Avenue Pheonix MD 21131

THE PROPERTY IS ENCUMBERED BY ONE OR MORE CONSERVATION EASEMENTS OR OTHER RESTRICTIONS LIMITING OR AFFECTING USES OF THE PROPERTY. MARYLAND LAW REQUIRES THAT THE VENDOR DELIVER TO THE BUYER COPIES OF ALL CONSERVATION EASEMENTS ON OR BEFORE THE DAY THE CONTRACT IS ENTERED INTO. THE BUYER SHOULD REVIEW ALL CONSERVATION EASEMENTS CAREFULLY TO ASCERTAIN THE BUYER'S RIGHTS, RESPONSIBILITIES AND OBLIGATIONS UNDER THE CONSERVATION EASEMENTS, INCLUDING ANY REQUIREMENT THAT AFTER THE SALE THE BUYER MUST INFORM THE OWNER OF THE CONSERVATION EASEMENT OF THE SALE OF THE PROPERTY.

A Buyer who receives this notice and copies of the easements on or before entering into a contract of sale for the Property does not have a right to rescind the contact of sale based on the information received from the Seller.

A Buyer who does not receive this notice and copies of the easements on or before entering into a contract of sale for the Property, on written notice to the Seller or Seller' Agent:

1. Has the unconditional right to rescind the contract at any time before, or within 5 days after, receipt of the notice and copies of the easement; and
2. Is entitled to the immediate return of any deposits made in accordance with the contract.


Within 30 calendar days after settlement, the Buyer shall notify the owner of a Conservation Easement of the sale of the Property. The notification shall include, to the extent reasonably available:

1. The name and address of the Buyer;
2. The name of the Seller;
3. The address of the Property; and
4. The date of the sale of the Property.

Seller and Buyer shall be entitled to rely upon the conservation easement recorded in the Land Records of the County where the Property is located in satisfaction of the requirements of this Addendum.

All other terms and conditions of the Contract of Sale remain in full force and effect.

Buyer Signature Date


Seller Signature Date

Buyer Signature Date

Seller Signature Date

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NEW BUILDING

COUNTY COMMISSIONERS OF BALTIMORE COUNTY

No. 14712

PERMIT

DEPARTMENT OF PUBLIC WORKS

District 8

Office of the Buildings Engineer

Date Mar. 14, 1952

This New Building Permit Is Hereby Granted To

Orville E. Myers

(Applicant)

Phoenix, Md.

(Address)

To erect the following building:

Location S.S. Maryland Ave. 200' W. Phoenix Rd.

Use of Building 1 fam. dwelling

Size of Building: Front 25 ft. Depth 24 ft. Height 20 ft.

Setback of Building: Front 160 ft.; Side Setbacks 20 and 55 ft. Corner lot ft. from side street.

Character of Construction conc. stone, block, asphalt, basement

This Permit does not authorize the performance of any work beyond the property lines of the lot for which issued. Special permit must be obtained from the Highways Dept. to install sidewalks or remove curb. Planting of trees, hedges, shrubbery; erecting walls, fences, etc., is prohibited in the Right-of-Way adjacent to the lot.

Issued By The Buildings Engineer

Edward A. Bell

Fee Paid \$ 10.00

Per

This Permit shall be kept on the premises open to public inspection during the prosecution of the work and until completion of same.

original permit for the razing of the barn and the construction of the small house.

RAZING OR MOVING COUNTY COMMISSIONERS OF BALTIMORE COUNTY No. 803
PERMIT DEPARTMENT OF PUBLIC WORKS District 8

Office of the Buildings Engineer Date Mar. 5, 1952

This Razing Permit Is Hereby Granted To
(Razing or Moving)

Orville Myers
(Applicant)
Phoenix, Md.
(Address)

To RAZE the following Building or Structure:
(Name or Move)

Location S.S. Maryland Ave. 2001 W. Phoenix Rd.

Use and Type of Construction barn

Size of Building: Front 24 ft.; Depth 25 ft.; Height ft.; Volume Cu. Ft.

New Location, if moved

Describe Route

Issued By The Buildings Engineer
Per *Charles A. Bell*

Fee Paid \$ 2.00

Date

This Permit shall be kept on the premises open to public inspection during the prosecution of the work and until completion of same. New Building Application must be filed to place building at new location.

Insulator™

PREMIUM Series

Lifetime Transferable Limited Homeowner Warranty

Vinyl Frames—Lifetime

The vinyl frames of Insulator Series windows are warranted not to pit, corrode, peel, flake, blister, crack, chip, or warp under normal use as long as you own and reside in the home in which they are installed.

Moving Parts—Lifetime

The moving parts of Insulator Series windows, such as balances, pivots and locking mechanisms are warranted not to fail for as long as you own and reside in the home in which they are installed.

Insulated Glass—Lifetime

Insulator Series insulated glass is warranted not to fail for as long as you own and reside in the home in which Insulator Series windows are installed. A failed unit is one that develops an obstruction of vision due to air and water vapor penetration through a defective gap in the hermetic seal.

Labor—Lifetime

WeatherMaster Custom Windows will provide labor free of charge to replace any window part or insulating glass unit found to be defective under this warranty for as long as you own and live in the home in which Insulator Series vinyl windows are installed.

Warranty Transfer

This warranty is transferable by the original purchaser to the next owner of the property provided WeatherMaster Custom Windows, A Weathermaster Company, Inc. (hereinafter "WeatherMaster") receives written notice of transfer of the property within thirty (30) days after the transfer of ownership. Notification of transfer shall be in writing by certified or other registered mail to 3603 Eastern Avenue, Baltimore, Maryland 21224. Failure to so notify WeatherMaster shall relieve WeatherMaster of any further obligation.

Upon transfer of the property, the insulated glass warranty shall convert to a prorated lifetime warranty, and the labor warranty term shall convert to one year from the date of installation. Insulated glass coverage shall be as described in "Insulated Glass Unit—Lifetime," above except the term for full coverage shall be limited to ten years after window purchase. Thereafter, should a glass failure occur, the factory will

charge a fixed percentage of the company's selling price for insulated glass at the time, according to the following formula: years eleven through fifteen—fifty percent, years sixteen through twenty—seventy percent, years twenty-one through twenty-five—eighty percent, and beyond twenty-five years—ninety percent.

General Provisions

This warranty was created to cover window replacements by individual property owner(s) for the property owner's lifetime home use, therefore, this warranty understandably does not cover window replacements applied in whole or in part to structures used for rental or other commercial purposes, or for properties owned by corporations, partnerships, government agencies, religious organizations, condominium or cooperative housing organizations, trusts or any other artificial legal entity capable of infinite life. The warranty for any such aforementioned use or entity shall be twenty (20) years, non-transferable, and shall be subject to the same conditions and limitations as the limited lifetime warranty, except that labor to replace any such defective part shall be provided free of charge for one full year from the date of installation.

The foregoing warranty is in lieu of all other guarantees and express warranties, and is limited to replacing free of charge any defective part or parts (excepting broken glass or screening) as defined herein. This warranty does not apply to any window which has been subject to improper maintenance, accident, acts of God, fire, flood, abuse, neglect, misuse, or any other cause beyond the control of WeatherMaster.

THE OBLIGATIONS AND LIABILITIES OF WEATHERMASTER CUSTOM WINDOWS UNDER THIS LIMITED WARRANTY ARE IN LIEU OF ALL OTHER OBLIGATIONS OR LIABILITIES INCLUDING, WITHOUT LIMITATION, LIABILITY FOR DAMAGES, WHETHER GENERAL OR SPECIFIC, DIRECT OR INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR OTHERWISE.

This warranty gives you specific legal rights. You may also have other legal rights which vary from state to state.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

RESIDENTIAL LEASE

This agreement, made this 19th of April 2009 by and between Gabrielle Burley as agent for owner, hereinafter called "agent" whose office address and telephone number is 219 Washburn Rd Cookeville, TN 38506 706280651 respectively and, hereinafter, called "resident".

WITNESSETH, That the Agent does hereby lease unto the Resident and the Resident does hereby lease from the Agent the premises known as 1809 Murfreesboro Dr. #1131 herein after referred to as "premises" for the term of one year to commence on the 1st day of May and to end on the 31st day of April 2010, and the rent of (\$) 11,700.00 per term, shall be PAYABLE MONTHLY IN ADVANCE, in equal monthly installments of (\$) 975.00 ON THE FIRST DAY OF EACH MONTH.

Occupancy will begin on the 1st day of May. If the occupancy shall commence on a day other than the first day of the month, Resident shall pay a prorated amount on a per diem basis of \$90.00

It is understood between the parties that the following persons, and no other will occupy said Premises:

FULL NAME	AGE	SEX	OCCUPANT TYPE
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<u>Sophie Margaret Wallace</u>			
<u>Wallace Margaret</u>			

SECURITY DEPOSIT Agent acknowledges receipt from Resident of a security deposit of (\$) As per lease paid prior hereto, for which receipt has been given, to be held as security for the faithful performance of the covenants and agreements made by Resident in this Agreement. Such deposit shall not be applied toward the payment of any rent due or other sums due except at the option of Agent. Said sum of money, or such part thereof as has not been appropriated by Agent in accordance with the foregoing provisions of this paragraph shall be returned to Resident within forty-five days (45) following the termination of the tenancy with interest on said deposit as required by law.

UPON REQUEST OF THE RESIDENT TO AGENT, BY CERTIFIED MAIL, WITHIN FIFTEEN (15) DAYS OF THE DATE OF RESIDENT'S OCCUPANCY, RESIDENT HAS THE RIGHT TO BE PRESENT AT THE INSPECTION OF THE PREMISES BY AGENT FOR THE PURPOSE OF LISTING DAMAGES THAT EXIST AT THE BEGINNING OF THE TENANCY.

AT THE END OF THE TENANCY, THE RESIDENT HAS THE RIGHT TO BE PRESENT WHEN THE AGENT INSPECTS THE PREMISES IN ORDER TO DETERMINE IF ANY DAMAGE WAS DONE TO THE PREMISES, IF RESIDENT NOTIFIES AGENT BY CERTIFIED MAIL AT LEAST FIFTEEN (15) DAYS PRIOR TO THE RESIDENT'S INTENDED DATE OF MOVE AND INCLUDES IN SAID NOTICE THE DATE OF MOVE AND FORWARDING ADDRESS. UPON RECEIPT OF THE NOTICE, AGENT SHALL NOTIFY RESIDENT BY CERTIFIED MAIL OF THE TIME AND DATE WHEN THE PREMISES ARE TO BE INSPECTED. THE DATE OF INSPECTION SHALL OCCUR WITHIN FIVE (5) DAYS BEFORE OR FIVE (5) DAYS AFTER THE DATE OF MOVING AS DESIGNATED IN THE RESIDENT'S NOTICE.

WITHIN FORTY-FIVE (45) DAYS AFTER TERMINATION OF THE TENANCY, AGENT SHALL SEND TO RESIDENT, BY FIRST CLASS MAIL, DELIVERED TO RESIDENT'S LAST KNOWN ADDRESS, A WRITTEN LIST OF CHARGES AND ACTUAL COSTS AGAINST THE SECURITY DEPOSIT CLAIMED BY AGENT AS WELL AS RETURN ANY UNUSED PORTION OF THE SECURITY DEPOSIT. FAILURE OF AGENT TO COMPLY WITH THIS PROVISION MAY RESULT IN AGENT BEING LIABLE TO THE RESIDENT FOR A PENALTY UP TO THREE (3) TIMES THE AMOUNT OF THE SECURITY DEPOSIT WITHHELD PLUS REASONABLE ATTORNEYS FEES.

RECEIVED THE SUM OF DOLLARS (\$) _____, THIS _____ DAY OF _____, FROM _____ AS A SECURITY DEPOSIT FOR THE LEASED PREMISES AS FIRST HEREINABOVE WRITTEN PENDING APPROVAL AND EXECUTION OF THE LEASE AGREEMENT BY AN AUTHORIZED PERSON OF AGENT.

Agent

The Resident shall not deduct the last or any month's rent or any charge from the Security Deposit. This letting is on the following terms, conditions and covenants, which the parties hereto respectively for themselves, their respective successors, and legal representatives, hereby agree to keep and perform.

OCCUPANCY

1. The leased premises, hereinafter called the "premises" shall be used only as, and for the purpose of a private dwelling, excluding from any part thereof any use in connection with a practice of any profession, trade or craft. Neither the entire premises nor any part thereof shall be sublet nor shall this Agreement be assigned. THE PREMISES SHALL NOT BE OCCUPIED BY ANY PERSON OTHER THAN THOSE NAMED ABOVE. Resident covenants, agrees, and represents that the Rental Application contains no material misstatement or misrepresentation of fact and that if there be any such material misstatement or misrepresentation of fact, same shall constitute a material default in the Resident's obligations under this Rental Agreement. Agent covenants that Resident peaceably and quietly may enter the premises at the beginning of the Rental Agreement term and that the premises will be made available to Resident in a safe and sanitary condition permitting habitation. Resident agrees to comply with all health, fire and police laws and regulations applicable to the use and occupancy of the premises including those of any public or private agency having authority over insurance or insurance rates, and with all other rules and regulations of any Federal, State or local agency applicable to said premises and to indemnify Agent against all losses arising out of any

noncompliance. THE RESIDENT, RESIDENT'S FAMILY, AGENTS, EMPLOYEES, GUESTS OR INVITEES SHALL NOT USE OR PERMIT ANY ILLEGAL PURSUITS OR PURPOSES IN OR UPON THE PREMISES, COMMON AREAS, OR ANY PROPERTY A PART OF THE APARTMENT/HOUSING COMMUNITY.

LEASE RENEWAL

2. TENANCY CREATED UNDER THIS AGREEMENT SHALL CONTINUE FOR A LIKE TERM AFTER ITS EXPIRATION ON THE SAME TERMS AND CONDITIONS AS HEREIN EXPRESSED, UNLESS EITHER AGENT OR RESIDENT, WHICHEVER DESIRES NOT TO RENEW THE AGREEMENT UPON THE EXPIRATION OF THE THEN EXISTING TERM, SHALL GIVE TO THE OTHER WRITTEN NOTICE OF ITS INTENTION NOT TO RENEW THE AGREEMENT AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THE THEN EXISTING TERM. IN THE EVENT THE AGENT GIVES WRITTEN NOTICE, AT LEAST NINETY (90) DAYS PRIOR TO THE EXPIRATION OF THE THEN EXISTING TERM OF ITS INTENT TO CHANGE THE TERMS AND CONDITIONS OF THE AGREEMENT, RESIDENT SHALL BE CONCLUSIVELY DEEMED TO HAVE RENEWED SAID TENANCY UPON SUCH TERMS AND CONDITIONS AS RE CONTAINED IN SAID WRITTEN NOTICE, UNLESS RESIDENT GIVES NOTICE TO THE CONTRARY IN WRITING, SENT EITHER REGISTERED OR CERTIFIED MAIL, AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THE CURRENT TERM.

TENANT SHALL HAVE THE OPTION TO "BUY OUT" OF SAID LEASE BY ADVISING AGENT WITH THIRTY (30) DAYS NOTICE, AND PROVIDED ALL RENTS AND UNPAID FEES ARE PAID UP TO DATE, PAY AN ADDITIONAL TWO (2) MONTHS TO EXTINGUISH ALL OBLIGATIONS UNDER THIS LEASE.

ALL NOTICES TO VACATE MUST BE IN WRITING TO BEING ON THE FIRST DAY OF THE MONTH AND END ON THE LAST DAY OF THE MONTH

PETS

3. NO DOG, CAT, OTHER PET OR ANIMAL OF ANY KIND SHALL BE BROUGHT, PERMITTED OR KEPT IN THE PREMISES OR ELSEWHERE ON THE PROPERTY AT ANY TIME WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF AGENT ENDORSED HEREON. RESIDENT SHALL NOT RETAIN SUCH DOG, CAT, OTHER PET, OR ANIMAL DESPITE PRIOR CONSENT AFTER RECEIVING NOTICE FROM AGENT TO REMOVE IT FROM THE LEASED PREMISES, VIOLATION OF THIS PROVISION SHALL BE GROUNDS FOR IMMEDIATE EVICTION.

ADDITIONAL RENTS

4. It is mutually agreed that payments made by check, which do not clear the bank, cause Agent additional expenses for bookkeeping and clerical services. Resident agrees that any such check issued to Agent for payments due thereunder, which is returned without payment for any reason whatsoever, shall carry a charge of Thirty-five Dollars (\$35.00) or the amount allowable by statute for each time said check is returned, which sum shall be considered as additional rent hereunder, which shall be paid by Resident to Agent immediately upon notice hereof. In addition to said Thirty-Five Dollar charge for checks returned without payment, Resident shall also remain liable for late payment charge.

Rent is due on or about before the first day of the month without demand. Resident agrees to pay Agent an additional five percent (5%) of the monthly installment due for services required by Agent on or after the fifth day following the due date thereof, this charge is to be payable with the regular monthly payment as additional rent, and failure to do so will be considered nonpayment. Any payment of the monies received from Resident shall first be paid to Agent at its address set forth herein or to such other entity and address designated by Agent to Tenant. No personal checks will be accepted after the twelfth of the month.

Resident agrees that in the event two (2) checks are returned during a twelve (12) month period, that future payments of rent shall be by money order, certified or bank funds.

In the event it shall become necessary for Agent to institute legal proceedings against the Resident for non-payment of rent, or for the violation(s) of any term or condition of this Agreement, Agent may assess and Resident agrees to pay, as additional rent, legal expenses of fifteen percent (15%), prejudgment interest at the legal rates where applicable and court costs incurred in instituting said legal proceedings. Resident further agrees to pay reasonable attorneys fees for services required to enforce any rights under this agreement.

DAMAGED PREMISES 5. If the premises is damaged by fire or other casualty, not the fault of Resident, the Agent shall repair it within a reasonable time and rent shall continue unless the casualty rendered the premises untenantable, in which case this Agreement shall terminate and Resident, upon payment of all rent to the date the premises is surrendered, shall not be liable for further rent. If only a portion of the premises is rendered untenantable, Resident may, with mutual agreement of Agent, alternatively choose to continue in possession and shall thereupon be entitled to pro rata reduction in the amount of rent, provided that election to proceed under this alternative shall not be a waiver of Resident's right to terminate the Rental Agreement if repairs are not made within a reasonable time. In the event the Agent shall provide an alternative residence necessitated by the fire loss, then Resident shall execute a new Rental Agreement prior to his taking possession of the premises.

SURRENDER OF PREMISES 6. The Resident hereby acknowledges receipt of the premises in a safe and sanitary condition, in a condition permitting habitation, and shall quit and surrender the premises at the end of the term in as good condition as when received, reasonable wear and tear excepted. Resident will not, without permission of Agent first obtained, make any alteration, addition or change in and to the premises or painting or papering thereof, nor in any way deface the walls, floors, ceiling or other parts thereof, nor will Resident permit any such thing to be done. **RESIDENT SHALL PAY TO AGENT THE COST OF REPAIRING ANY INJURY DONE TO THE SAID PREMISES BY HIMSELF, HIS FAMILY, GUESTS, SERVANTS, OR EMPLOYEES.**

INCREASED RENT 7. In addition to the rental stated herein, it is expressly agreed by and between Resident and Agent, that during the term of this Agreement, Resident will upon thirty(30) days' written notice, pay any increases which occur after the commencement date of this Agreement in the cost of gas, electricity, fuel oil, real estate taxes, operating costs and other charges incurred by Agent which may be assessed or levied against Agent by any federal, state, or local authority.

SERVICE EMPLOYEE 8. Agent agrees to furnish such service and attendants as it may be required in and about the building in which the premises are situate for the care and maintenance thereof and to use ordinary reasonable care in selecting its employees, who are not to render any personal service to Residents. However, in the event any employee of Agent renders any service or holds any property or funds, **AT THE REQUEST OF RESIDENT OR RESIDENTS SERVANTS, EMPLOYEES OR LICENSEES**, then such employee shall be deemed the agent of the person making such request, and not the agent, servant or employee of the Agent, who shall in no way be responsible for any act of such employee while rendering such personal service to the Resident.

REMEDIES OF OWNER 9. In Case of nonpayment of rent, Resident's material non-compliance with the terms and conditions of this Agreement, or in case the leased premises shall be deserted, vacated, or abandoned, Agent shall have the right to enter said premises to distrain for rent, and also to re-let the said premises as Agent for the Resident for any unexpired balance of the term and receive the rent therefore, which shall be on such terms, conditions, and rental as Agent may deem proper and the proceeds that may be collected from same, less expense of reletting, shall be applied on the rental to be paid by Resident who shall be liable for any balance which may become due under this Rental Agreement, it is understood and agreed, however, that in discharging any duty to mitigating damages, Agent shall be under no obligation to show, re-let or sublet the premises in preference to any other available unit. Resident agrees that all property on the premises shall be liable for distress for rent. In addition to other rights under the Rental Agreement, Agent, upon any default in rental payment by Resident, shall be entitled to the benefit of any then existing law relating to the speedy recovery of the possession of the leased premises for nonpayment of rent. Also, in addition to all other remedies herein provided, Agent may as its option, upon any default in rent payment or failure of Resident to comply with any of the terms or conditions of the Agreement formally terminate this Agreement and be entitled to the benefit of all then existing laws for the possession of the premises. In case of default in payments in which Agent places the account in an attorney's hands for collection by suit at law or otherwise, Resident will pay the actual court costs, attorney fees, costs of chattel search required, and any other charges incident to distraint which Resident agrees to pay. The full monthly rental shall be due and payable on the stated day of each month regardless of whether or not Resident has a claim, counterclaim or set-

off against Agent. It is specifically agreed between the parties that Resident shall not have the right to deduct any monies from the rental for any reason whatsoever.

ELECTION OF REMEDIES 10. In the event that the Agent is required to institute summary ejectment proceedings in a Court of competent jurisdiction, or to terminate Resident's tenancy due to Resident's material noncompliance with the terms and conditions of this Agreement, such action shall not be deemed to be an election of remedies and shall in no way be a limitation on the Agent's rights to enforce collection of rents for any remainder of the Agreement terms.

HOLDING OVER 11. If Resident holds over and fails to vacate on or before the required vacate date (i.e. after written notice of intention not to renew this Agreement has been given by either Resident or Agent under the provisions in Paragraph 2, or written notice of Resident's intent to vacate has been received by Agent), Resident shall be liable to pay rents for the holdover period and to indemnify Agent and/or prospective residents for damages such as lost rentals, administrative expenses, attorneys fees and court costs for the Agent and restaurant, travel, lodging, and furniture storage expenses for the new resident.

AGREEMENT TERMS 12. The failure of Agent to insist upon a strict performance of any covenant of this Agreement or to exercise any right hereunder contained shall not be construed as a waiver for the future of such covenant or right, but the same shall continue in full force and effect unless the contrary, is expressed in writing by Agent. Agent shall not be liable to Resident for the violation of any Rule or Regulation or the breach of any covenant or condition in any Agreement by any other resident in the apartment community.

RIGHT OF ENTRY 13. Agent may enter the premises during reasonable hours to inspect same and make necessary repairs. Agent may enter premises after notice has been given to terminate this Agent to show the premises to prospective residents. Resident acknowledges that a request for maintenance service accepted by Agent is notice that Agent's representative will be entering premises to render the requested service, or make appropriate repairs.

ABANDONED PROPERTY 14. Agent shall have the right, without further notice, to sell or otherwise dispose of any personal property left on or about the premises by Resident after Resident has vacated the premises.

JOINT & SEVERAL 15. The term "Resident" used herein shall refer collective to all persons previously named and signing this Agreement as Resident and the LIABILITY of each such person shall be joint and several.

RULES & REGULATIONS 16. AGENT SHALL HAVE THE RIGHT TO MAKE SUCH REASONABLE RULES AND REGULATIONS AS IN ITS JUDGMENT MAY FROM TIME TO TIME BE NECESSARY OR DESIRABLE FOR THE SAFETY OF ITS PROPERTY AND THE CARE AND CLEANLINESS THEREOF, FOR THE COMFORT OF RESIDENTS THEREIN AND FOR THE PRESERVATION OF GOOD ORDER; AND RESIDENT AGREES TO COMPLY AND TO PROCURE THE COMPLIANCE OF HIS FAMILY, GUESTS, SERVANTS OR EMPLOYEES WITH SUCH RULES AND REGULATIONS. The Rules and Regulations set forth below shall be binding upon Resident and are expressly made a part of this Agreement. Violations of any Rule or Regulation shall have the same force and effect as the violation of any term or condition of this Agreement and shall constitute grounds for eviction pursuant to law.

The below listed rules are not in limitation of any rules which may hereafter be promulgated and written notice of rule amendments or additions will be provided by Agent.

HAZARDS

A. Resident shall not store or maintain any combustible items within, in, or about the premises, including any motor driven vehicles. The Resident agrees not to store, maintain or use any alternative cooking, heating, cooling, or lighting system. Resident shall not do or keep, or permit to be done or kept, anything in or about the premises which shall affect the insurance against fire or hazards, or the rate thereof, on the building containing the premises or the contents of said building.

CARE OF PREMISES

B. Residents shall keep the premises leased by them respectively, in good state of preservation and cleanliness, and shall not cause or allow to be caused any condition that would be considered a health hazard to themselves or any other resident. Resident shall not drive nails into the woodwork of the said premises, or allow the same to be done. Use only standard picture hangers for hanging pictures, mirrors, and the like. No adhesive hangers may be used. Damage resulting from picture hanging is not considered normal wear and tear.

MAINTENANCE

C. Report any spigot leaks, gas leaks, or any other plumbing complaints to the Agent immediately. No rags, sweepings, matches, ashes, or any other improper articles shall be thrown into the plumbing fixtures nor any harmful cleaning materials be used. The cost of any damage resulting to dishwasher or other plumbing equipment from misuse shall be borne by Resident. Please see that all burners are turned off when you leave the premises. Residents must furnish their own light bulbs, using only the size and watt bulb recommended by the manufacturer of the light fixture. Owner is not liable for any breakdown or damage if caused by the Resident, his family, guest, servants, or employees.

ARE OF APPLIANCES D. Residents shall use, care for and clean appliances as recommended by the manufacturer and shall be responsible for any damage to appliances caused by the failure to do so.

FLOOR CARE

E. Floors are not to be cleaned with water (except for kitchen and bath). For hardwood floors use non-water base floor cleaning solutions, then wax. On kitchen floors, use only wax specified for vinyl flooring. On no-wax floors, use only the products recommended by the manufacturer for care and cleaning. **DO NOT USE VARNISH ON ANY FLOOR.** When cleaning carpets, use chemicals recommended for carpet care only.

MAILBOX & KEYES

F. Mailbox and door keys provided by Agent are to be returned upon termination of occupancy. Failure to return keys will result in Resident being charged \$70.00 to rekey and change door locks and \$15.00 for mailbox keys. In the event Resident shall be locked out and said lockout occurs between the hours of 9:00 a.m. and 5:00 p.m. on weekdays, Agent will at no charge provide a duplicate key upon satisfactory proof of identity. **THERE SHALL BE NO LOCKOUT SERVICE AVAIABLE IF SAID LOCKOUT OCCURS BETWEEN THE HOURS OF 5:00 P.M. AND 9:00 A.M.,** or on Saturday, Sunday and legal holidays. In the event that the Resident has a door that is equipped with "E-Bolt" system, there will be a \$35.00 charge per key for lost, damaged, on unreturned keys. In the event the Resident with the "E-Bolt" system should be locked out, the agent will provide assistance for entry at a charge of \$5.00 per occurrence. Any damage to the "E-Bolt" system shall be subject to a \$200.00 replacement charge.

PARKING AREAS

G. Resident agrees that he shall not park boats, trucks of any manner, vans, or any vehicle other than his private passenger car on the premises without the written consent of the Agent, and then only in such specified areas if designated by Agent. Any vehicle without current state inspection, current vehicle license, or not in operable condition, will be towed at the expense of the vehicle's owner. Approved commercial vehicles can be parked provided they are within the designated lines, and if not within the said lines, the vehicle will be towed at the expense of the vehicle's owner. Parked automobiles, trucks, mini-bikes, motorcycles, etc. are prohibited in areas designated by Agent as "no parking zones" or restricted by Agent for parking of like vehicles. **NO VEHICLE MAY OCCUPY MORE THAN ONE PARKING SPACE.** All vehicles illegally parked shall be subject to towing at the expense of the vehicle's owner. Any damage to the parking area created by the Resident's vehicle is the responsible of Resident.

NOISE AND CONDUCT

H. Noise or conduct in the premises which disturbs or annoys other residents shall not be permitted at any time. Offensive behavior, foul language, threats, or violence shall not

be tolerated. No musical or sound reproducing instruments whose sound may be heard beyond the confines of the premises shall be played in the premises.

WATER BEDS

I. The use of water beds is prohibited unless annual evidence of insurance is presented to Agent.

LOCKS

J. Resident shall not change the locks on the door or install additional locks or intrusion alarms unless written approval is given by Agent; and, if approved, Resident shall supply Agent with key and code, if applicable.

DRAPES

K. In order to maintain an attractive exterior appearance of windows, if Resident elects to use draperies such draperies shall have a white lining. Any other covering shall be of such material as to present a similar exterior appearance. Nothing shall be thrown or disposed of through windows.

FIRE EXTINGUISHER

L. It is recommended that Resident obtain A.B.C. dry powder 2-1/2 pound fire extinguisher as a safety precaution in case of kitchen fires. Should Agent provide smoke detection equipment, Resident shall not tamper or adjust the equipment and shall report any malfunction immediately to Agent. Any damage caused by tampering or misuse shall be cause for Agent to send 30-day "notice to vacate" letter. Equipment shall be tested by Resident by pushing the test button.

UTILITIES

M. Resident understands and agrees that he/she shall be responsible for the payment of all utility bills, and agrees to open an account with the utility company prior to date of commencement of this Agreement or the date of occupancy if permission of Agent is obtained to occupy premises before commencement date. Resident also agrees to be responsible for his/her proportionate share of the water bill. Resident agrees to maintain continuous service during the term of this Agreement or any renewal thereof. In the event that the Resident fails to make payments to the utility company, then the amount thereof may, at the discretion of Agent, be added to and deemed part of the rent due and Agent shall have the same remedies for collection of such charges as Agent had for rent.

The Resident shall use carefully and for his legitimate purposes only, all plumbing, gas, electric, and other fixtures, and shall pay for all repairs thereto not caused by ordinary wear and tear. Resident agrees that Agent shall have the right temporarily to discontinue the service of gas, electricity, oil and/or water in the event of any accident affecting the same or facilitate repairs or alterations made on the premises or elsewhere in Agent's property. Agents shall not be liable for failure to furnish any of the above utility services

not shall such failure be grounds for reduction of rent, provided Agent exercises reasonable diligence to correct such failure. Should cable television service be available, the Agent is not required to provide or maintain a television antenna system. Agent is responsible for one (1) working phone jack only.

USE OF PREMISES

N. This Agreement confers no rights to the Resident to exterior surfaces of the walls of the premises or of the roof of the building containing the premises, or to the use for any purpose of any property of Agent outside the said premises except the walks and roadways giving access thereto and such other areas as Agent may from time to time designate for the use of residents. Resident shall not place signs or any advertising matters or device in the windows or common hallways without Agent's written consent first obtained. Any defective condition on the premises which comes to the Resident's attention, which he has reason to believe is unknown to the Agent shall be reported in writing to Agent within forty-eight (48) hours. Where the defective condition may cause serious damage to person or property, it shall be reported to Agent immediately, and tenant may become responsible for costs of repairing defect.

INSURANCE LIABILITY

O. Resident understands that Agent does not provide insurance coverage for personal property loss on the premises and Resident should obtain such coverage for his benefit. Resident understands that Agent is not liable for any injury to person or loss of or damage to property in, on or about the premises (including but not limited to loss or damage by fire, theft, smoke, water, stream flow, flooding, dampness, condensation, etc.) unless such injury, loss, or damage shall be caused by Agent's negligence.

SUBORDINATION

P. This Agreement shall be subject and subordinate at all times to the lien of any mortgage or deed of trust now or thereafter placed on the land and building of which the premises form a part, without the necessity of any further instrument or act on the part of the Resident to effectuate such subordination provided, however, Resident covenants and agrees to execute and deliver, upon demand, such further instruments or instruments evidencing such subordination of this Agreement to the lien of any such mortgage or deed of trust, as shall be desired by a mortgagee or lender. Resident hereby appoints Agents the attorney-in fact of Resident irrevocably, to execute and deliver any such instrument or instruments for and in the name of the Resident.

DEFAULT

Q. In the event that Agent shall default on any of its obligations under the Agreement, Resident shall, in addition to any notice required to be given by Resident to Agent under this Agreement, or any other lender designated by Agent ("Mortgagee") and Mortgagee shall have a reasonable opportunity (not less than thirty (30) days to correct such default.

ATTORNTMENT (AGREEMENT TO BECOME

TENANT TO MORTGAGEE) R. If, at any time during the term of the Agreement a mortgage to which this Agreement is subordinate shall be foreclosed, Resident agrees at the election and upon demand of Mortgagee to attorn (that is become a tenant) to Mortgagee upon the terms and conditions set forth herein for the remainder of the term of this Agreement. If requested, Tenant shall execute and deliver an instrument or instruments confirming its attornment as provided herein; provided, however, that no Mortgagee shall be bound by any payment of rent for more than one (1) month in advance, or any amendment or modification of this lease made without the express written consent of such Mortgagee.

NOTICES

S. All notices required or desired to be given, here under by either party to the other shall be given by certified or registered mail, first-class postage prepaid, return receipt requested. Notices to the respective parties shall be addressed as follows:

If to the Agent: _____

If to the Resident: At the address of the premises hereinabove stated.

Either party may, by written notice, designate a new address to which such notice can be directed.

CAPTIONS

T. The captions and headings throughout this Agreement are for convenience and reference only. The words contained herein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any of the provisions of or scope and full intent of this Agreement in or any way affect this Agreement. Wherever used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

U. Except as otherwise provided by law, no partner, officer, employee, representative or agent of owner shall be held to any personal liability in connection with this Rental Agreement or any obligation entered into by or on behalf of Agent; and all claims against Agent, whether arising under this Rental Agreement or otherwise, shall be enforceable solely against the owner's interest in the community of which the premises are a part.

CHANGES TO THE AGREEMENT

V. It is agreed between the parties that the Rental Agreement and the Agreement herein contained may only be modified or changed in writing and that this document constitutes the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day first mentioned.

[Handwritten Signature] 4/19/09
Agent Signature/Date

[Handwritten Signature] 4/19/09
Resident Signature/Date

Resident Signature/Date

GUARANTY OF PAYMENT AND PERFORMANCE

Intending to be legally bound, and in consideration of the Rental Agreement with the Resident, the undersigned together and individually, hereby become surety to Agent for the performance of the Rental Agreement by Resident and guarantee payment of all sums becoming due Agent by Resident. This agreement shall remain in effect throughout the term of the Rental Agreement or any renewal thereof. The liability of the undersigned is absolute, continuing and unconditional; and Agent shall not be required to proceed against Resident or invoke any other remedy before proceeding against the undersigned.

[Handwritten Signature] 4/19/09
Resident Signature/Date

Resident Signature/Date