

EAGLEVIEW REALTY, LLC

Community Policies and Procedures Rules and Regulations

1. Rent

All rent is due and payable on the first (1st) day of each month. Please include your name and unit number with any payment made. This will assure proper recording of your rental payment with our accounting department. Late fees and NSF fees will be strictly enforced pursuant to the Lease. Rental Payments can be mailed to the address on your lease agreement. Eagleview Realty, LLC *reserves the right to refuse personal checks.*

2. Parking

There is a limited amount of parking spaces available. Residents will receive the non-exclusive right for (1) parking space for a one (1) bedroom apartment, one (1) parking space for a two (2) bedroom apartment, and two (2) parking spaces for a three (3) bedroom apartment. Any resident requiring more than the allotted amount of parking spaces will be required to purchase a garage. Parking is not permitted on grass, along roadways, in fire lanes or any other area not designated. All signs posted with parking restrictions must be followed. If your community requires parking permits, Resident agrees to follow all restrictions. Parking is strictly limited to private passenger vehicles and residents shall not park or store any non-passenger vehicle, boat, trailer or recreational vehicle, or other property on said parking areas without written consent of the management. Car repairs and/or car washing are not permitted anywhere on the property.

3. No unlicensed, immobile, or inoperable vehicles are to be parked in the community. Vehicles on the property that do not have current tags/license or are immobile or inoperable will be towed, at vehicle owners expense.
4. No mini-bikes, trail bikes, motor scooters, or go-carts shall be operated anywhere in the community. No vehicles with visible oil leaks or spillage shall be parked or operated on the property. Motorcycles must be stored in garages or offsite.
5. Resident shall not block ingress and egress of another vehicle, park in designated "No parking" areas, park in front of or beside yellow marked curbs, on lawn or sidewalks, block trash dumpsters, across parking lines, or block garages.
6. Resident shall not park any vehicle on the property after termination of the lease agreement, eviction or abandonment.
7. No vehicle may be parked in a handicap parking space unless the vehicle has a legally required handicap permit/insignia properly displayed. Any vehicle improperly parked in an assigned handicapped space or in a handicap space

without proper permit/insignia may be immediately, without warning, towed at owner's expense.

8. Resident understands that Parking Rules and Regulations are necessary for the peaceful enjoyment of the premises for all residents and hereby grants landlord the undisputed right, in landlord's reasonable judgment, to remove and /or tow any vehicle for violation of these parking restrictions. Any vehicle which landlord deems necessary to remove and/or tow will be at the cost of the resident. Resident agrees to release landlord of any liability for the removal and/or towing, of a vehicle in violation of these restrictions.

9. **Service**

Our apartments have been designed to be as trouble free as possible, however, if any maintenance is required, please call *Eagleview Realty, LLC* office at (419) 281-3680. Your request for service will be considered permission to enter the apartment unless you specifically state in writing otherwise. Emergencies are to be immediately reported. Any damage to the apartment due to your neglect to notify us and any costs will be charged to you. Our twenty-four (24) hour answering service is available after hours to handle any emergency that may arise. The after hours maintenance number is (419) 709-6050.

10. Emergencies are as follows, but not limited to: no heat, broken pipes and/or running water, securing door and/or window, fire damage, clogged toilet when only one toilet is available (**if you have more than one toilet, service is not deemed an emergency and can wait until the next business day, unless the problem creates flooding or is clogging waste water in other toilet and/or sink). Other emergencies include the smell of gas or no electric.

11. Maintenance required as a direct result of a resident's negligence will be billed directly to you and is to be paid within the month the work is completed. In the event Resident refuses to pay any invoice submitted by Landlord to Resident for the cost of repair, this sum shall become additional rent and payable with the next monthly rent installment. In the event any additional rent is unpaid with the next monthly rent installment, the entire rent payment may be refused as a partial payment. As a resident, you are legally responsible to pay for any damage to the apartment, equipment and other facilities caused by you, your occupants, your guests and agents. For example, foreign objects in disposal or drain lines, including but not limited to paper towels, that require service to remedy, will be charged to you. Remember, when you call after hours, please remain at home to allow emergency service personnel to return your call.

12. **Lock outs**

If for some reason you are locked out of your apartment, we are willing to unlock your apartment for you during normal working hours with proper identification between the hours of 9:00 AM and 5:00 PM at no cost. Lock outs after normal working hours: Please call your local locksmith.

13. **Insurance**

Are your personal belongings protected against fire, water, damage, theft or accidents? Only your own personal Resident Homeowners Policy will prevent you from serious loss. The Owner/Manager is not liable for any personal losses incurred in your apartment or injuries, in and about your apartment, to you, your visitors, guests, or agents. As a precaution, we definitely suggest that you obtain insurance coverage immediately.

14. **Trash**

Trash dumpsters have been placed in convenient locations throughout the community. We ask your cooperation when it comes to placing trash in these dumpsters. You can help by doing the following—please see that all trash is bagged and tied when possible so that it does not blow about the community. In most situations there is plenty of room in the dumpsters to handle the trash from within the community. If the front of the dumpster is full, please take an extra minute to open the back end of the dumpster and place your trash in this area. We would all be in total agreement that an overflowing dumpster is not the most pleasant sight in the world. Please give us your assistance in this area.

15. No trash is to be stored outside of your apartment home. All trash and debris must be disposed inside the dumpster. Do not place trash and/or other debris around the dumpster. (A violation of the trash Rules & Regulations may result in a fine of \$25.00 per item.)

16. **Alterations**

We ask that you do not make any alterations or additions in or to your apartment, paint or change any part thereof, or drive any nails or screws into the woodwork, cupboards, cabinets or trim. It is the Resident's responsibility to restore their apartment to its original condition. Refer to Move-In /Move-Out Addendum for further information. Any costs incurred by management to return the apartment to its original condition will be passed on as a charge to the Resident.

17. **Community Appearance**

As your management team, our job is to maintain your community for everyone. Certainly, you have the same pride in appearance of your community that we do. You can help us by paying close attention to the following policies:

- a. Please do not obstruct the walks, stairs, breezeways, halls, or parking area by leaving items such as bicycles, toys or other items that may interfere with the full use by all our Residents.
- b. Patio and balcony or grill areas should be kept neat so they do not detract from the general appearance of the community.

- c. Blankets, sheets, paper, etc. does not qualify as proper window attire. Window coverings or drapes must be hung on the interior side of the furnished blinds. All mini-blinds provided must remain up at all times. If you damage the mini-blinds provided by the landlord, they must be replaced with blinds purchased from the landlord at a reasonable cost.
- d. No items are permitted to be stored outside your apartment. All items must be stored inside your apartment. Storage of items around air conditioning unit may cause unit to malfunction. Should damage occur to unit, resident will be subject to charges for repair. Any items being stored outside of your apartment homes will result in a \$25.00 fine. Management will not store said items, they will be disposed of.
- e. No signs, awnings, screens, antennas, advertisements or notices shall be placed or fixed upon any part of the outside of the building, nor shall any articles be suspended outside the building or placed on the window sills thereof, without the written consent of the landlord. Resident is not permitted to erect fences of any kind around the property. Items found will be removed at the resident's expense.
- f. Remember that this is your home and community. Help us keep it attractive.

18. **Community Conduct**

Please conduct your activities in and around your apartment, consistent with the way you would want others to act around your home. Please keep all stereos, radios and TV's turned down to a minimum as sound carries through the building. Loud noise and late parties are very disturbing to other Residents. Please be considerate in this matter as you would want them to be considerate towards you. After office hours, should an objectionable conduct situation arise, please call the emergency number and the police department. We cannot solve noise disputes after the fact, it is best to handle the problem while it is in progress. Any Resident with a concern or complaint must deliver it to the office in writing as soon as possible. This will enable us to handle all complaints as efficiently as possible.

19. **Solicitors**

Door-to-door soliciting is not permitted without written approval of Management. Please notify us promptly should solicitors appear at your door. Additionally, for your safety, no solicitors or strangers are permitted inside your apartment.

20. **Safety and Common Sense**

No Resident shall do or permit anything to be done in said premises, or keep anything therein which will in any manner increase the landlord's rate of insurance on the Premises, or obstruct or interfere with the rights of the other

Residents, or do or permit anything to be done which shall conflict with the laws, regulations, rules and ordinances of the Fire Department, the Department of Building, the Department of Health, or any other legal authority.

21. No water beds or large aquariums over 2 gallons shall be used within the leased premises without first obtaining consent in writing from the Management.
22. Pursuant to Ohio Fire Code, Residents are prohibited from storing and/or operating any device with larger than one pound LP gas capacity inside a dwelling or on a combustible deck or balcony. Fire Code also prohibits operation of a charcoal, gas grill or any other open-flame device within 10 feet of any combustible construction, including nearby walls, overhangs, patio fences, decks, and/or balconies. Any fine and/or damage caused by violation of this regulation shall be the responsibility of the Resident. Resident's properly using barbecue grills must monitor usage at all times.
23. Do not throw away heavy refuse in the garbage disposal, including but not limited to diapers, feminine products or paper towels. When using the disposal, **ALWAYS** turn on the cold water first; then turn on the switch. Never use without having the cold water running. Do not throw celery, citrus fruit skins, corn cobs, watermelons, coffee grinds or chemicals such as Drano into the disposal. If the disposal becomes broken and the plumber finds that you did not follow these instructions, the cost of repair will be charged to you. This also pertains to your sinks and toilet(s). Do not throw any heavy bulky items into the toilet bowl, such as diapers, etc.
24. No hose shall be connected to water pipes or spouts and used for outdoor sprinkling, showering, pools, or washing of cars. Any Resident in violation of using the faucets will be subject to a \$25.00 fine.
25. Resident shall not use any electrical appliance that will interfere in any way with the radio or television reception of other Residents.
26. No electric or gas space heaters or fireplaces may be used on the premises. Unsupervised candles or oil lamps or other open flame devices are also prohibited
27. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke or suspected criminal activity or other emergency involving imminent harm. You should then contact the Landlord. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guests are affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.
28. Resident agrees to pay for all utilities identified as tenant's responsibility in the lease, related deposits, and any charges, fees, or services on such utilities. You

must not allow utilities to be disconnected including disconnection for not paying your bills until the lease term, renewal period, and possession of your apartment ends. Utilities shall be used only for normal household purposes and must not be wasted. Resident consents to the final payment for water and sewer usage to be deducted from Resident's security deposit, if not previously paid by Resident.

29. **Guest Policy**

You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of the lease agreement. We may make reasonable changes to written rules, effective immediately, if they are distributed to all community members. We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating the lease agreement or any apartment rules, or disturbing other Residents, neighbors, visitors, or landlord's representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a Resident, occupant, or guest of a specific Resident in the community.

It is the policy of Eagleview Realty, LLC to allow guests and visitors to the property, under the guidelines of the visitation Policy. Any person not on the Lease and occupying or staying on the premises of the Resident is considered to be a guest. Overnight guests will be limited to three (3) day stays. If the overnight guest is under the age of 18 without an accompanying adult, visitation is limited to two (2) weeks. Landlord reserves the right to limit the number of overnight guests per apartment. All guests are required to park in auxiliary parking areas designated by the Landlord. If a guest, visitor, nonresident, or uninvited individual displays any of the following behaviors or activities, said person will be barred from the property and possibly subjected to criminal prosecution.

Any visitor, guest, non-resident, or uninvited person will be placed on the "No-Trespassing List" for any of the following reasons:

- Solicitation
- Disturbing or repeatedly disturbing a resident's right of peaceful enjoyment of the premises
- Engaging in criminal or illegal activity on the premises
- Exhibiting threatening behavior/verbal abuse to any individual on the premises
- Loitering on the premises
- Demonstrating disorderly and disturbing conduct on the premises

30. **Community, Facilities and Amenities**

Skateboarding will not be permitted in the community. Toys, bicycles, carts, wagons, skateboards may not clutter sidewalks, streets or lawns. Such objects must be stored inside garages or apartments, not in common areas, hallways, patios or outside. Residents may not operate businesses out of their

apartments. Use of all recreational facilities is expressly prohibited outside of designated hours. Residents are expected to supervise and oversee all outside activities of their occupants, guests and invitees. Resident's, occupants, guests and invitees are not permitted to conduct outdoor activities in the parking areas.

31. **Pool and Fitness Center Rules**

1. Guests will not be permitted to use the pool and/or fitness center unless accompanied by the Resident. Resident may bring up to two (2) guests at any given time. Individuals under the age of fourteen (14) years must be accompanied by an adult Resident at all times while in the pool area.
2. Persons using pool facilities or fitness center assume all responsibility for accident, injury and all risk of damages that may occur while using the pool or fitness center.
3. A parent or legal guardian (who is a Resident of the community) must accompany persons under the age of fourteen (14) years of age in the fitness center.
4. Residents are responsible for supervising their guests and children at all times.
5. Pool gates may not be propped open or otherwise rendered inoperable even if temporarily.
6. The pool may be used only between the hours posted.
7. No food may be served or eaten in the pool or fitness center area at any time. No glass containers are allowed in the pool area or fitness center. No person under the influence of alcohol and/or drugs is permitted in the pool area or fitness center.
8. Alcoholic beverages are prohibited in the pool and fitness center. There will be no smoking allowed in the fitness center or pool area.
9. No running, horseplay, fighting, dangerous conduct or noise which is disturbing to other residents is allowed in the pool area or fitness center. No diving is permitted!
10. Residents will place their own towels over pool furniture when using suntan oil or other lotions.
11. Owner is not responsible for articles which are lost, damaged or stolen.
12. Resident shall be responsible for payment of clean-up expenses, repair costs and damages caused by resident or guests.

13. Resident should feel free to ask others to cease any violation of these rules. Resident is requested to immediately notify management of violations of these rules by others.
14. Proper Attire—Proper swimwear must be worn in the fitness center, pool and the pool area. We do not allow thong swimsuits or risqué outfits to be worn in these areas as well. No cut-off jeans or other materials that may unravel and clog the filter causing expensive repairs.
15. Skateboards, bicycles, tricycles, etc. are not allowed into the pool area.
16. Place all refuse in trash containers provided.
17. No removal of pool furniture from the pool area.
18. No Pets are permitted in the pool, fitness or clubhouse areas.
19. Ball playing of any type, is not permitted in the pool area.
20. Pool rules are posted during open season. Please abide by them and encourage others to do the same. All Residents and guests of Residents must abide by the pool rules. Pools may not be reserved for private parties. Absolutely no swimming will be permitted after dark or before dawn All Residents, guests and invitees who use the pool and/or facilities do so at their own risk. Violation by Resident or his/her guests could result in loss of use and privilege to pool and fitness center, and/or eviction. The Resident(s) assume all responsibility for, and all risk of damage or injury that may occur to the Resident(s) and/or guest(s) while using any of the equipment in the fitness center.
 - * Resident(s) shall inspect carefully each piece of equipment prior to Resident(s) and/or Guest(s) use and shall refrain from using any equipment which Resident(s) believes is functioning improperly or is damaged or dangerous.
 - * Resident(s) shall report to Management immediately any equipment that is not functioning properly, is damaged or appears dangerous as well any other person's use that appears to be dangerous or in violation of Management Rules and Polices.
 - * Resident(s) shall consult a physician before using any equipment in the fitness center. Resident(s) and/or Guest(s) will refrain from using such equipment unless such use or participation has been approved by the Resident(s) and/or Guest(s) physician.

The Fitness Center and pool facilities are provided for the Resident's enjoyment and use. The right to such enjoyment and use, however, is a license only and is subject to Resident(s) obeying the Management's Rules

and Policies pertaining to the Fitness Center and pool. Such license may be revoked, modified or limited at any time by Management without prior notice to the Resident(s). Such license shall be automatically revoked upon the expiration or termination of the Resident'(s) lease or upon a default by Resident(s) under such lease. Any breach of the Addendum or the rules promulgated hereunder shall be a material violation of Residents(s) lease. Resident(s) shall comply with the following Rules and Policies (and any Management posted modifications or additions thereto):

- * Resident(s) will keep the Fitness Center locked at all times during Resident'(s) visit to the Fitness Center.
- * Resident(s) will not admit any unauthorized individuals into the Fitness Center or pool area.
- * Resident(s) are permitted one (1) guest per visit.

32. **Responsibility; Use Facilities at Own Risk**

There will not be a lifeguard on duty at the pool facility. All persons swim at their own risk. Eagleview Realty, LLC is not responsible for any accident in connection with such use.

33. **Pets**

If you have not signed the appropriate Pet Addendum, your rental agreement is a non-pet lease. Should a pet be found on the premises, you will be subject to removal of the pet and/or eviction. If landlord discovers that Resident has harbored a pet in violation of the pet policies and failed to disclose and/or execute a proper Pet Addendum, all fees associated with the keeping of the pet will be retroactive to the start/commencement of the Lease Agreement. Dogs, cats, birds, reptiles or other animals are not allowed on or in the building or leased Premises except by prior written consent of Eagleview Realty, LLC and payment of appropriate fees and signing of appropriate addendum. Resident will conform to specific rental community rules regarding pets.

34. **Mold Information & Prevention**

By signing this agreement you acknowledge that it is necessary for you to provide appropriate climate control, keep the Unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the Unit. You agree to clean and dust the Unit on a regular basis and to remove visible moisture accumulation on windows, walls, and other surfaces as soon as reasonably possible. You agree not to block or cover any of the heating, ventilation or air-conditioning ducts in the unit. You also agree to immediately report to the management office (1) any evidence of a water leak or excessive moisture in the Unit, as well as in any storage room, garage or other common area: (2) any evidence of mold or mildew like growth that cannot be removed by simply applying a common household cleaner and wiping the area: (3) any failure or malfunction in the heating, ventilation or air conditioning system in the Unit: and (4) any inoperable doors or

windows. You further acknowledge that you shall be responsible for damage to the Unit and your property as well as injury to you and other Occupants resulting from your failure to comply with the terms of this provision.

A default of this provision shall be deemed a material default under the terms of the Lease, and Eagleview Realty, LLC shall be entitled to exercise all rights and remedies at law or in equity. Except as specifically stated herein, all other terms and conditions of the lease shall remain unchanged. Any term that is capitalized but not defined in this provision that is capitalized and defined in the Lease shall have the same meaning for purposes of this provision as it has for purposes of the Lease.

35. **Fair Housing and Ethnic Intimidation Policy**

Eagleview Realty, LLC is dedicated to honoring Federal, State and Local Fair Housing laws. Accommodations to the apartment will be permitted and made in accordance with the law. Eagleview Realty, LLC requires proper request and approval of accommodations and/or modifications prior to their use or implementation. Eagleview Realty, LLC does not tolerate hate crimes, ethnic intimidation, or violations of Fair Housing Rights, as defined by Federal, State and Local law. Violation of this policy will result in immediate termination of tenancy. In the event Eagleview Realty, LLC receives complaints alleging violation of Fair Housing Rights, Eagleview Realty, LLC will conduct a due diligence investigation. If after said investigation Eagleview Realty, LLC is unable to determine the offending party, both parties shall participate in binding mediation to resolve the dispute/conflict. If dispute resolution attempts are unsuccessful, Eagleview Realty, LLC reserves all rights to terminate the tenancy of one or all parties.

The undersigned resident(s) acknowledge that they have read this section and that they will conduct themselves and require other persons on the premises with his/her consent to conduct themselves in a manner that will not disturb his/her neighbor's peaceful enjoyment of the premises and or violate any federal, state or local hate or ethnic intimidation laws, or Fair Housing Rights.

36. **Smoke Detector**

- I. The resident acknowledges that a UL listed smoke detector has been installed in their apartment. Residents will test the smoke detector and determine that it is operating upon move in. Resident agrees to inspect and test the smoke detector once each month. Resident shall not tamper with, remove or replace any parts or equipment off the smoke detector except "dead" or missing batteries, if applicable. The Resident will notify Eagleview Realty, LLC of an inoperative smoke detector by written notice. Eagleview Realty, LLC will not be responsible or liable for replacing or repairing an inoperable smoke detector until after Resident properly delivers such written notice. Eagleview Realty, LLC may charge Resident a service charge if the service call results from Resident's, tampering or interfering with, or damages caused by

Resident to components of the smoke detector. Resident shall be liable for immediately paying the cost of repairing any damage caused to the smoke detector by Resident's negligence or misconduct.

- II. Eagleview Realty, LLC shall not be responsible for any injury or damage to persons or property occurring in the premises that in any manner arises from Resident's failure to test, inspect or maintain the smoke detector as provided by this section or from Resident's failure to comply with applicable law; and Resident shall indemnify owner from such damage or liability.
- III. Any cost of replacing the smoke detector, or its batteries if applicable after resident vacates the premises may, at the owner's option, be deducted from Resident's security deposit.
- IV. In the case of battery operated smoke detectors, the following addition applies: Resident is responsible for replacing "dead" batteries with the battery types specified in the smoke detector section. If the smoke detector will not operate after resident replaces the batteries, Resident will promptly notify Eagleview Realty, LLC by certified mail, pursuant to applicable law
- V. Violation of rules: If any rule or provision of this Smoke Detector section is violated by Residents or Resident's guests or occupants, Eagleview Realty, LLC shall have all other rights and remedies set forth in the Lease, including damages, eviction and/or attorney's fees.
- VI. Multiple residents: Residents and resident's guests or occupants shall abide by all smoke detectors rules. Each resident shall be jointly and severally liable for damages in contract and negligence and all other obligations set forth herein.

37. **Safety**

Unfortunately, in today's society, everyone is a potential victim of criminal activity. Eagleview Realty, LLC takes pride in its professional management team and promoting the safety of its Residents. However, no owner or management company can protect you from criminal activity.

Resident(s) hereby agrees and acknowledges that Landlord and owner have no duty to provide security services to Resident(s) or the community. Resident(s) shall look solely to the public police force for security protection. Resident(s) agrees and acknowledges that protection against criminal activity is not within the power of the Landlord or owner, even if from time to time Landlord or owner provides security services, those services cannot be relied upon by Resident and shall not thereafter impose a duty upon Landlord or owner to provide such services. Resident(s) should take all necessary precautions to protect his/her person and personal property. We highly recommend locking car; apartment and we require the garage doors be kept closed/secured when unattended.

38. **Weapons**

The undersigned Resident(s) acknowledge and agrees that it shall be illegal to carry a firearm, deadly weapon or dangerous ordinance on any common area of the Apartment Community. Common areas include but are not limited to the Manager's office, exercise facility, pool area, walkways, hallways, parking areas, and laundry rooms. This policy will be strictly enforced by the management. In the event that a Resident is found carrying a firearm, deadly weapon or dangerous ordinance in a common area, an immediate eviction notice will be served at which time the Resident will have three (3) days to vacate the apartment unit or an eviction action will be initiated.

No Resident shall transport a firearm from their vehicle to their respective apartment unit unless it is unloaded and carried in a closed package, box or case in plain sight. Any Resident who violates this section will also be subject to criminal prosecution as set forth by the Ohio Revised Code.

39. **Drug Free- Crime Free Housing**

In consideration for the execution or renewal of a lease of the dwelling unit identified in the lease, Landlord and Resident agree as follows:

Resident, any member(s) of the resident's household, a guest, occupant, invitee or any other person affiliated with the resident, on or near the resident premises:

1. Shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]). Drug tools and paraphernalia are also prohibited on the premises.
2. Shall not engage in any act intended to facilitate criminal activity.
3. Will not permit the dwelling unit to be used for, or to facilitate criminal activity.
4. Shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of an illegal or controlled substance as defined in O.R.C. 3719.01, at any locations, whether on or near the dwelling unit premises.
5. Shall not engage in any illegal activity, including, but not limited to prostitution as defined and prohibited in O.R.C. 2907.25, criminal gang activity as defined in O.R.C. 2923.41, menacing or aggravated menacing as prohibited in O.R.C. 2903.22 and O.R.C. 2903.21, assault as prohibited in O.R.C. 2903.13, including but not limited to the unlawful

discharge of a weapon, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent, or other tenant, or involving imminent or actual serious property damage, as defined and prohibited in O.R.C. 2909.06.

6. Violation of the above provisions shall be a material and irreparable violation of the lease and good cause for immediate termination of tenancy. A single violation of any of the provisions of this added addendum shall be deemed a serious violation, and a material and irreparable non-compliance. It is understood that a single violation shall be considered a breach of the lease agreement and cause for a forcible entry and detainer action as provided by O.R.C. 1923.02. Unless otherwise provided by law, proof of violation shall not require a criminal conviction, but shall be by a preponderance of the evidence.

40. **PEST MANAGEMENT PLAN**

Ohio Revised Code Section 5321.05 of the Landlord-Tenant Act requires, in part, all tenants to:

- (A)(1) Keep that part of the premises that he/she occupies and uses safe and sanitary;
- (A)(2) Dispose of all rubbish, garbage, and other waste in a clean, safe and sanitary manner;
- (A)(5) Comply with the requirements imposed on tenants by all applicable State and Local housing, health and safety codes;

A. Prevention

Resident acknowledges that he/she will use their best efforts and care to avoid creating any conditions which would introduce, cause or promote the presence of bugs, vermin and/or insects in the premises or the community property. A Resident's infestation prevention responsibilities shall include, but are not be limited to, the following:

1. Do not feed wildlife or stray animals anywhere on community property;
2. Pet food shall be kept in a sealed containers; Pets shall be regularly inspected and treated for fleas and other parasites;
3. Resident shall regularly vacuum and clean premises to maintain health and safety standards;
4. Resident shall not allow trash to accumulate inside or outside the premises and shall remove trash from the premises in a plastic bag and

place inside the dumpster and/or trash cans and be sure that lids and doors are closed.

5. Resident shall not place any furniture, clothing or any other items in the premises that were found or retrieved in or around any dumpster or other trash collection site;
6. Resident remains responsible to inspect and ensure that used furniture and clothing is thoroughly inspected for bugs, vermin and/ or insects prior to placing said item on the premises;
7. Landlord recommends that mattresses used or stored in the premises be wrapped or sealed in a mattress cover made of vinyl, plastic or other impervious material that can be sealed.

B. Duty to Notify the Landlord

Resident shall immediately report any infestation of bugs, insects and/or other vermin to Landlord in writing. Resident understands that the cost of extermination, and possibly the invasiveness of extermination, will be significantly reduced if the problem is reported as early as possible.

C. Cooperation with Extermination and Treatment Efforts

Resident understands that the Landlord's extermination and treatment efforts may necessitate Resident vacating the premises either temporarily or permanently in order for an infestation to be eradicated in the premises or on the project grounds. Resident shall fully cooperate with the Landlord in preparing the premises for extermination treatments based upon the guidelines provided by Landlord's pest control professional. Failure to fully cooperate with Landlord's instructions or with the Landlord's pest control professional's instructions or failure to provide access to the premises, given reasonable advance notice to enter for extermination and/or treatments, shall constitute grounds for an eviction. If the Landlord is required to reschedule extermination and/or treatment efforts due to the actions or inactions of the Resident, then the Resident will be billed for all expenses associated with rescheduling.

D. Cost of Extermination

Landlord reserves the right to charge the cost of treatment, eradication of infestation, and cleaning of infested areas to the Resident. If the Resident vacates the leased premises and bed bug infestation is subsequently discovered, Resident will be held responsible for the full cost of treatment, eradication and cleaning of the leased premises. In the event that infestation spreads from the leased premises, Resident may also be held responsible for the expense of treatment of such other areas infected. If it becomes necessary for the resident to temporarily or permanently vacate the premises as part of the eradication/treatment efforts, the Landlord shall

not be liable for any cost of relocation. In the event Resident refuses to pay any invoice submitted by Landlord to Resident for the cost of extermination of the infestation, this sum shall become additional rent due and payable with the next monthly rent installment. In the event any additional rent is unpaid with the next monthly rent installment, the entire rental payment may be refused as a partial rent payment.

Termination of Tenancy

Landlord may terminate Residents' tenancy and Residents shall vacate the premises if any of the following apply:

1. Residents' actions or inactions contribute to or result in a pest infestation;
2. Residents' actions or inactions prevent or hinder Landlords' treatment of an infestation;
3. Landlord, in Landlords' sole discretion, or pursuant to the opinion of a licensed pest control professional, determines that the infestation in the premises and/or adjoining apartments cannot successfully or properly be treated with Residents continuing to live in the premises;
4. Noncompliance with any other terms of this Provision.

41. **Security Deposit Release Prerequisites**

REFUND OF YOUR SECURITY DEPOSIT IS SUBJECT BUT NOT LIMITED TO THE FOLLOWING PROVISIONS:

1. Your Full compliance with the lease term, full payment of rent throughout term of the lease, payment of all utilities, and compliance with Section 5321.05 of the Revised Code and the rental agreement.
2. Resident provides written notice of intent to terminate at least thirty (30) days before expiration of the Lease Agreement or any (1) month to (1) month renewal basis. Notice must be given prior to the first (1st) day of the month and must be provided to the on site office.
3. No damage to property beyond normal wear and tear. Please note that damage to your unit for Painting, Carpet Cleaning, Other Cleaning and Appliance Cleaning will be assessed based on the schedules that are attached hereto as Exhibits.
4. Entire apartment including range, refrigerator, bathroom, closets and cupboards are clean.
5. No holes or scratches on walls, other than those made by approved picture hangers.
6. No burns, holes, stains or unusually heavy dirt in carpets.

7. No unpaid late charges or delinquent rents.
8. All keys and garage door openers returned.
9. All debris and trash placed in proper trash containers outside the apartment.
10. Resident acknowledges carpets were cleaned prior to Resident moving in, Resident consents to the carpet cleaning charges upon Resident vacating the apartment be deducted from the Resident's security deposit.
11. Forwarding address provided to Management.

COMMON QUESTIONS REGARDING SECURITY DEPOSIT REFUNDS:

1. ***What charges are made if the prerequisites are not complied with?*** The cost of labor and materials for cleaning and repairs beyond normal wear, delinquent payments and in lease break situations, the monthly rental amount until the apartment is re-rented.
2. ***What type of damage should one be especially careful to avoid?***
Floor Damage; Resident is responsible for damage to all floor coverings, including carpet. Indentations caused by gliders under furniture legs have caused extensive damage. Coasters or cups under furniture legs are the answer.
Wall Damage; Resident is also responsible for damage to all walls including but not limited to excessive use of nails, holes and excessive dirt.
3. ***How is the security deposit returned?***
Security deposits are returned by check, mailed within thirty (30) days after termination of the rental agreement, delivery of possession, and all keys have been returned to the rental office and responsibilities are fulfilled.

All Residents are required to furnish a forwarding address with the notice that is required. The security deposit refund check is made jointly to all persons who signed the Rental Agreement. Resident is not allowed to apply the security deposit to the last month's rent. In the event of a sale of the land and building of which the premises form a part, Eagleview Realty, LLC shall have the right to transfer the security deposit to the transferee and Eagleview Realty, LLC shall thereupon be released by Resident from all liability for the return of such security deposit. Resident agrees to look to the new owner solely for the return of said security deposit. Eagleview Realty, LLC reserves the right to inspect the apartment before vacating.

Eagleview Realty, LLC right to make Further Rules

Eagleview Realty, LLC or its representatives shall have the right to make such other and further reasonable rules and regulations as in their judgment may from time to time be necessary for the safety, care and cleanliness of the premises, building and grounds of which they are a part and for the preservation of good order therein and the same shall be kept and observed by the Resident's, their families, visitors, guests, invitees, servants and agents.

I have read and received a copy of Eagleview Realty, LLC Rules and Regulations. I understand that these rules are an extension of my lease. Any violation of these rules may be grounds for lease termination.

Resident's Signature Date

Resident's Signature Date

Resident's Signature Date

Address

Addendum A

Painting

Number of Bedrooms: _____

- (A) Rated paint is an apartment that needs touchup paint only and repair of nail holes. Walls are in excellent condition.
- (B) Rated paint is an apartment that has two deficient areas and the painting is additional to our normal touch up paint (A-rated).
- (C) Rated paint is an apartment that needs considerable prep work. Three deficient areas require the apartment to be rated at this level.

- Seal Stencil Borders
- Window Area Repair
- Remove Wallpaper
- Head Board Stains
- Crayon Markings
- Hanging Basket Hooks
- Remove Border
- Removal of Molly Bolts
- Excessive Nail Holes (Dart Board)
- Skim Walls
- Ink & Grease Marks
- Mold Removal/Seal

- Other: _____

Rate	1 Bedroom	2 Bedroom	3 Bedroom
A	\$0.00	\$0.00	\$0.00
B	\$75.00	\$100.00	\$150.00
C	\$200.00	\$250.00	\$300.00

- Total Painting Charges \$ _____
- Total Rehab Charges \$ _____
- Grand Total Charges \$ _____

_____*
Initials

Addendum A
Carpet Cleaning

Number of Bedrooms: _____

- (A) Rated Carpet is a resident’s carpet that is without stains and vacuumed and will be charged normal carpet cleaning charge only.
- (B) Rated Carpet is a resident’s carpet that is visibly soiled in any area or room in the unit.
Examples: Dirt in high traffic areas, dirt at the edge of the kitchen floor or front door area, areas around the dining table, living room couch areas, and bedroom areas.
- (C) Rated Carpet is a resident’s carpet that is not cleaned. It is in need of additional maintenance, such as the items listed below. Visible and obvious stains, no matter what the size. Please note that this list is not all-inclusive. Other areas and charges can and will be charged \$30.00 per item.
- (D) Carpet that has to be replaced.

- Red Stains
- Rust, Plant, Varnish Stains
- Carpet Stretching
- Repair Burn Holes
- Carpet Patches
- Bleach Stains
- Strips at Entry
- Pet Urine Removal
- Pet Urine – Carpet Removal
- Metal Tack Strips
- Other
- _____
- _____
- _____

(Red Stains will constitute automatic replacement of carpet)

Rating	1 Bedroom	2 Bedroom	3 Bedroom
A	\$100.00	\$125.00	\$150.00
B	\$125.00	\$150.00	\$175.00
C	\$125.00	\$150.00	\$175.00
	Plus \$30 per item	Plus \$30 per item	Plus \$30 per item
D	ACTUAL COST OF CARPET AND PADDING REPLACEMENT		

* Total Carpet Cleaning Charges \$ _____
 * Total Rehab Charges \$ _____
 * Grand Total Charges \$ _____

* If red permanent staining exists Tenant acknowledges that Tenant will pay for full cost of replacing carpet and pad within the apartment.

_____ *
initial

Addendum A

CLEANING

Rating to be used for resident move-out charges.

B1 – One Bedroom, B2 – Two Bedroom, B3 - Three Bedroom

RATINGS:

A – Rated Cleaning is an apartment that needs only a touch up clean.

B – Rated Cleaning is an apartment that has no more than two (2) deficient areas that necessitate additional cleaning charge. Deficient items are listed below. All applicable taxes will be charged.

C – Rated Cleaning is an apartment that has three (3) or more deficient areas. The following is not an all inclusive list.

* Mini blind replacement is \$25.00 per blind to be replaced.

Deficient Areas:

- | | | |
|--|---|--|
| <input type="checkbox"/> Kitchen Floor | <input type="checkbox"/> Kitchen Counter Tops | <input type="checkbox"/> Dishwasher |
| <input type="checkbox"/> Kitchen Cabinets | <input type="checkbox"/> Kitchen Drawers (inside) | <input type="checkbox"/> Light Globe(s) |
| <input type="checkbox"/> Kitchen Sink | <input type="checkbox"/> Mechanical Room Floors | <input type="checkbox"/> Shelving Top(s) |
| <input type="checkbox"/> Bathroom Floor(s) | <input type="checkbox"/> Toilet(s) | <input type="checkbox"/> Mini-Blinds |
| <input type="checkbox"/> Tub(s) | <input type="checkbox"/> Shower Walls/Tile | <input type="checkbox"/> De-Smoke Unit |
| <input type="checkbox"/> Mildewed Grout | <input type="checkbox"/> Mirror(s) | <input type="checkbox"/> Garage Floors |
| <input type="checkbox"/> Medicine Cabinet(s) | <input type="checkbox"/> Vanity Top and Bowl | <input type="checkbox"/> Vanity Lights |
| <input type="checkbox"/> Vanity Cabinet (inside) | <input type="checkbox"/> Exhaust Vent (s) | <input type="checkbox"/> Coat Closet |
| <input type="checkbox"/> Trash Removal | <input type="checkbox"/> Inside Windows | <input type="checkbox"/> Laundry Room |

Rating	Cost To Resident	Cost to Resident
A	\$0	
B	B1 - \$65.00 B2 - \$75.00 B3 - \$85.00	
C – Additional \$15 to Rating B	Per Item	
Additional Deficient Areas		
	<u>Total Cleaning Charges</u>	

* Some items may be billed a rate of labor plus material. _____ *

Addendum A

APPLIANCE CLEANING

Rating to be used for resident move-out charges.

Appliance will be charged at \$20.00 per appliance for cleaning. The appliance is considered dirty if it needs to be cleaned upon move-out. Residents must clean, scrub, and sanitize all surfaces of the appliance. A = No cleaning necessary, B = cleaning needed.

Defrost Freezer. Do not leave freezer alone to defrost on its own! After cleaning the refrigerator and defrosting the freezer, leave the refrigerator on. You will be charged for any damages incurred if the refrigerator is turned off.

Area to monitor when cleaning and preparing appliance for move-out. Any deficient areas noted below will necessitate the \$20.00 cleaning charge per appliance.

- | | |
|---|---|
| <input type="checkbox"/> Gasket around Refrigerator Door and Freezer Door
<input type="checkbox"/> Shelving
<input type="checkbox"/> Fruit and Meat Bins
<input type="checkbox"/> Bottom of the Refrigerator Under Bins
<input type="checkbox"/> Exterior of all Appliances Free of Dirt, Grease, and Debris

<input type="checkbox"/> Refrigerator Defrosted | <input type="checkbox"/> Inside of Oven
<input type="checkbox"/> Oven Racks
<input type="checkbox"/> Top of Stove from Grease and Debris
<input type="checkbox"/> Vent Screen and Vent Surface
<input type="checkbox"/> Under Drip Pans on Oven
-\$20.00 if not changed
<input type="checkbox"/> Deodorize |
|---|---|

Rating	Cost To Resident	Cost to Resident
A	\$0	
B	\$20.00	
Oven Cleaning Rating	Cost To Resident	
A	\$0	
B	\$20.00	
Additional Deficient Areas		
<u>TotalApplianceCleaning</u>		
GRAND TOTAL		

PAINTING CHARGES	\$
CARPET CHARGES	\$
CLEANING CHARGES	\$
APPLIANCE CHARGES	\$
GRAND TOTAL	\$

_____ *

