

**LEASE AGREEMENT**

**IRVING COMMONS RENTAL GROUP  
978 Irving Avenue, #46  
Dayton, Ohio 45419**

This LEASE AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between \_\_\_\_\_, hereinafter referred to as "Landlord" or "Lessor," acting through their fully authorized agent "Irving Commons Rental Group Leasing Agent," and the person (s) named below:

- 1. \_\_\_\_\_ ("Tenant")
- 2. \_\_\_\_\_ ("Tenant")
- 3. \_\_\_\_\_ ("Tenant")
- 4. \_\_\_\_\_ ("Tenant")

Tenant(s) enter into this lease in consideration of Landlord and Tenant's mutual promises stated below.

**1. NOTICES, RENT, DEPOSITS AND COMMUNICATIONS TO LANDLORD**

Any notices that Tenant is required by law to give Landlord shall be addressed to Irving Commons Rental Group at the address noted above. All rent, deposits, and any other payments shall be made payable and mailed to the same address. Tenant shall contact Landlord's agent at this same address concerning any notices, communications or any other matters Tenant is required to communicate to Landlord under the terms of this Lease.

**2. NOTICES, RENT, DEPOSITS AND COMMUNICATIONS TO TENANT**

Upon signing this Lease, Tenant shall provide to Landlord, in writing, a current address and telephone number where Tenant may be contacted prior to the commencement of Lease term.

**3. LEASED PREMISES**

Landlord, in consideration of the rents, covenants and Agreements to be performed by the Tenant(s), does hereby Lease the following described premises, situated in the City of Dayton, County of Montgomery, and State of Ohio, known as Irving Commons, 978 Irving Avenue, Unit # \_\_\_\_\_.

**4. TERM OF LEASE**

This Lease commences on \_\_\_\_\_, 2009 ; and terminates on \_\_\_\_\_, 2010 hereafter referred as the "Fall/ Spring Lease Term." The Summer Lease Term commences on \_\_\_\_\_, 2009 and terminates on \_\_\_\_\_ 2009.

**5. RENT**

Tenants, jointly and severally agree to pay Landlord the total sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) in consideration for this Lease and the Lease term. Payment for said rent of the premises for the Fall/Spring term shall be made in 2 equal payments of \$ \_\_\_\_\_ with the first payment being due on the first day of June 2009, and the last payment being due on the first day of November, 2009. Summer term payments are due (prior to occupancy), or (as follows) one – quarter of the total Summer rent is Summer term due on each of the first days of June, July, and August 2009. If any student is funding the rent for the Fall/Spring term through student loans or scholarships, the payment schedule will be as follows: \_\_\_ equal payments of \_\_\_\_\_ with the first payment being due on the first day of October 2009 and the last payment being on the first day of February 2010. Notification to the Landlord and documented proof of such funding must be received by June 1<sup>st</sup> 2009.

All rent payments not received by the Landlord on or before the due date are subject to a late charge of ten percent (10%) of the amount of the rental payment then due. No Tenant shall occupy premises until all rentals are paid in full for each semester. Payment of the late charge shall not cure any default of this Lease by Tenant, nor shall Landlord's acceptance of rent past due or late charges be considered a waiver of any default of Tenant, including Landlord's right to eviction proceedings. Any rental payments made by check shall be charged a handling fee of thirty dollars (\$30.00) if the check is returned unpaid. This fee is in addition to any late payments that may arise until the check is honored by the bank. All payments are to be made in cash, check or money order. However, the Landlord may at his option require cash, money order, or certified check for payment.

**6. RENEWAL AND HOLDOVER**

This Lease will "not" automatically renew. Any and all Tenants shall pay fifty dollars (\$50.00) rent per person, for each day Tenant occupies the premises or otherwise holds over after the expiration of the Lease term.

**7. UTILITIES**

Landlord will pay all water, sewer and trash expenses for all lease terms. Tenant will pay any gas and electric charges for the Fall/Spring lease term in excess of \$ \_\_\_\_\_ for each half (Fall / Spring) of the lease term Landlord will bill Tenant for the excess charges, if any, as additional rent. Tenant will pay all gas and electric charges incurred during the Summer Lease term. Tenant authorizes deduction thereof from the security deposit if funds are available (or, in the alternative: Tenant shall contract directly with the gas and electric utility companies for service during the lease term.) {Line out the non-applicable gas and electric provision and initial.}

**8. SECURITY DEPOSIT**

Tenant shall deposit \_\_\_\_\_ dollars (\$ \_\_\_\_\_), with Landlord's Agent upon executing this Lease.

The deposit is security for the faithful performance by Tenant of this Lease and to guarantee the return of the premises to the Landlord in the same or better condition as when accepted by Tenant, normal wear and tear expected. The deposit will serve as a fund from which the Landlord has the option to obtain partial or full reimbursement for any amounts that Tenant is obligated to pay as rent, damages, or other fees under this Lease or under the law. Landlord may obtain such reimbursement without prejudicing any other available remedies or rights, including Landlord's rights to possession of the premises for nonpayment of rent. In the event that Landlord obtains any reimbursement out of the deposit fund, upon notice Tenant shall immediately redeposit the same amount so that the total security deposit remains unchanged. The security deposit may not be applied by the Tenant as payment for any rent due to the Landlord prior to vacating of the premises by the Tenant.

If Landlord repossesses the premises because of abandonment, default or breach of this Lease by Tenant, Landlord may apply the security deposit to all damages suffered to the date of repossession. Landlord may also retain the balance of the security deposit to apply to damages that may accrue or be suffered after the date of repossession by reason of Tenant's default or breach of the lease. Landlord will return the security deposit less permissible itemized deductions to Tenant within thirty (30) days after premises are vacated and Lease is terminated.

**9. RENTER'S INSURANCE AND LIABILITY**

Tenant is responsible for insurance on personal property and liability. All personal property belonging to Tenant or any other person, located in or about the premises shall be there at the sole risk of the Tenant and for such other person, and neither the Landlord nor his agents shall be liable for theft or misappropriation thereof, nor any damages or injury to said Tenant or other persons or to other property, caused by water, snow, frost, steam, heat or cold, dampness, falling plaster, seepage, sewer or sewage gas, odors, noise, the bursting or leaking of pipes, plumbing, electrical wiring, and equipment and fixtures of all kinds or for any act, neglect or omission of other Tenants or

occupants of the building in which the demised premises are located or of any other person or caused in any other manner whatsoever. Tenant agrees to protect, indemnify, and save harmless the Landlord and his agents from all losses, costs, or damages sustained by reason of an act or occurrence causing injury to any person or property whomsoever or whatsoever due directly or indirectly to the use of the demised premises or any part thereof by Tenant.

**10. ABANDONMENT OF PREMISES PRIOR TO END OF LEASE TERM**

Each Tenant understands that upon signing the Lease, each Tenant is obligated to make all rental payments stated in the Lease and is bound by this Lease even if any Tenant abandons or never occupies the premises. Landlord will make efforts required by law to Lease the premises for part or all of the Lease term. Tenant will be responsible for all costs incurred by Landlord in attempting to obtain a replacement Tenant. Landlord makes no promises that attempts to find a replacement Tenants will be successful, and further advises that Landlord's experience is that obtaining replacement Tenants during the Lease term is unlikely. Landlord advises Tenant to notify Landlord at the earliest date if for any reason Tenant does not plan to occupy, and does not want to pay rent for the entire Lease term, in order to provide Landlord time to attempt to obtain a replacement Tenant. Landlord does not obligate himself to find replacement Tenants except to extent required by law, any attempt to find replacement Tenants does not constitute surrender or termination of this Lease.

**11. CONDITION OF PREMISES AT COMMENCEMENT OF LEASE**

Tenant is to make a complete check-in report recording damages and defects in the Leased premises and give to Landlord's Agent within three (3) days of the date Tenant moves into premises. Except as provided in the check-in report, Tenant agrees that the premises are in good and acceptable repair. Tenant further agrees that Landlord has no promises with respect to the conditioned of the Leased premises other than those in this Lease. If Tenant fails to complete the check-in report, Tenant shall be liable for the condition of the premises upon vacating the Leased premises.

**12. CARE AND USE OF THE PREMISES DURING LEASE TERM**

Tenant shall assume complete and total liability for any damage to Leased premises or fixtures thereof causes by anyone other than Landlord or his agents. Tenant specifically agrees to clean and maintain in good working order and condition any furniture and/or appliances provided by Landlord or his agents. Tenant shall be responsible for normal household maintenance such as replacement of light bulbs, fuses, cleaning of carpets, sinks, commodes, replacement of appliance bulbs, painting, snow and ice removal, etc. Tenant shall use care in placing only small finishing nails for hanging pictures. No plasti-tak o maybe used. **Renters Rules and Regulations, attached at Exhibit A, and any reasonable amendments to these Rules and Regulations that are enacted during the Lease term upon notification of these amendments.**

**13. DAMAGE AND REPAIR OF PREMISES DURING LEASE TERM**

Tenant shall pay for all repairs to the premises and appliances that are necessary because of Tenant's negligence or abuse. Landlord shall not be liable for personal injury or property damage resulting from the malfunction of any appliance in the unit.

Landlord will make all major repairs as required by law. Landlord shall pay for such repairs, but Tenant shall pay for any repairs necessary because of damage or negligence caused by Tenant. Tenant shall report any damage to Landlord immediately upon discovering the damage. Landlord will have damages repaired within a reasonable time after Tenant gives notice of the need for such repairs. Except to prevent further damages, Tenant shall not repair or have repaired any damages. Failure to report needed repairs is negligence per se on the part of Tenant.

Certain damages occur with regularity, and Tenant agrees to the following minimum charges for the damages, or as determined by the Landlord according to Tenant(s) negligence:

<u>ITEM</u>	<u>COST</u>
Extermination of bugs or other infestations	\$75.00
Clean drains/disposals due to Tenant misuse	\$75.00
Steam cleaning carpets	\$90.00
Lost key (PER KEY)	\$20.00
Cleaning refrigerator or stove (EACH)	\$50.00
Remove trash or other items from premises	\$50.00
Replace smoke alarm (EACH)	\$100.00
Clean bathroom including tub, toilet, lavatory (EACH)	\$75.00
Clean kitchen cabinets, countertops, sink	\$50.00
Painting, per hour	\$50.00
Any damage to bed frame	\$50.00
Reassemble charge for each bed frame	\$50.00

Landlord and Tenant agree that the carpets were professionally cleaned prior to commencement of the lease term. Landlord and Tenant further agree that the cost of professionally cleaning the carpets at the expiration of the lease term shall be paid by the Tenant as additional rent and Tenant hereby authorizes deduction of said costs from the security deposit to the extent funds are available. If security deposit funds are not available, Tenant shall immediately pay Landlord the cost of the professional carpet cleaning. Landlord and Tenant further agree that the need for professional carpet cleaning at the expiration of the lease term is not the result of ordinary wear and tear.

**14. TERMINATION OF LEASE**

One (1) week before vacating the Leased premises, Tenant will notify Landlord and make an appointment for inspection of the premises. Tenant may be present with Landlord during the inspection at which time Landlord will make an inspection report to determine any damages that are Tenant's responsibility. Tenant shall pay for the repairs that are deemed Tenants' responsibility before vacating the premises.

Tenant will thoroughly clean the Leased premises and restore it to its original condition, normal wear and tears excepted, or pay the Landlord the cost of doing so. Any alterations made by Tenant without prior approval of Landlord shall be removed at the expense of Tenant, if Landlord requires it. Any alterations made by Tenant with prior approval of Landlord will remain part of the premises. Tenant agrees to pay for all cleaning necessary (including carpets) to restore the premises to satisfactory condition for a new Tenant. It is agreed that these charges are to be deducted from Tenant's security deposit prior to its return.

Tenant shall lock all doors and windows, and return all keys to Landlord upon termination of Lease Agreement.

Tenant will personally notify Landlord of the date Tenant vacates the Leased premises and will provide Landlord with a forwarding address and telephone number of each person on Lease. Upon vacating the Leased premises and terminating this Lease, Tenant shall remove all personal property. Any property not removed by the end of Lease term will be considered abandoned and unwanted and may be disposed of within thirty (30) days of Tenant(s) termination of this Lease. Landlord may remove and store such property if Tenant fails to remove such property at the expense of Tenant. Landlord shall not be liable to Tenant for any loss or damage to such property.

**15. FIRE, OTHER DESTRUCTION AND CONDEMNATION**

If the premises are partially destroyed by fire or other destruction during the Lease term, Landlord shall repair any damage to the structure with all reasonable diligence and without unnecessary interruption of Tenant's occupancy. If the premises are rendered uninhabitable during the Lease term by fire, or other destruction or condemnation for more than (10) days, this Lease shall terminate and the rent shall cease to accrue as of the date of destruction. Rents and deposits previously paid will be refunded, pro-rated to the time the premises became uninhabitable, less any deductions permitted under this Lease. Tenant must notify Landlord immediately in the event of fire or other casualty. Tenant shall have no claim or interest in any compensation or award of damages for such occurrences.

**16. LANDLORD'S RIGHT TO ENTER**

Tenant will permit Landlord, his agents, employees and designated individuals to enter upon the premises at all reasonable times and always after twenty-four (24) hours notice for inspection, repair or improvement. Landlord reserves the right to enter the premises if Tenant has temporarily vacated the premises, such as Christmas and Spring breaks, to make inspections for safety and health purposes. Landlord may enter the premises without notice in an emergency, as permitted by law. Landlord may show the Leased premises during reasonable hours to prospective Tenants or purchasers. A service call placed by Tenant automatically provides Landlord and his agents permission to enter premises.

**17. SUBLETS AND ASSIGNS**

Tenant shall not assign, sublet, board, or transfer any part of the premises without Landlord's written consent. A new lease and full security deposit must be submitted prior to receiving Landlord's written consent. Tenant agrees that the maximum number of people occupying the premises shall be \_\_\_\_\_. Tenant also agrees that no guests shall live in the premises without Landlord's written approval.

If Landlord agrees to SubLease, this is automatically charge to the Tenant of **\$250**. There is a \$100 charge per occurrence for any addition or changes to Tenant names. Original Tenant (s) security deposit and rent payment will not refunded until Lease is satisfied to owner's satisfaction.

**18. TENANT'S RIGHT TO QUIET ENJOYMENT**

Tenant shall peaceful and quiet enjoyment of premises during the Lease term, provided that Tenant complies with the Lease.

**19. JOINT LIABILITY**

This Lease is between Landlord and each Tenant(s), both individually and severally. Each person who has signed this Lease as a Tenant is liable for the full amount of the rent and other obligations under the Lease.

**20. TENANT (S) SUCCESSORS**

This Lease shall be binding upon Tenant's heirs, legal representatives, successors and assigns.

**21. AMENDMENTS TO THIS LEASE**

This Lease is the entire Agreement between Landlord and Tenant, there being no oral condition, representations, warranties, or Agreement. Any subsequent modifications of this Lease shall not be valid unless in writing and signed by Landlord.

**22. SEVERABILITY OF LEASE PROVISIONS**

Landlord and Tenant agree that each provision of this Lease shall be deemed severable and, if for any reason an provision is invalid, unenforceable or contrary to law, the applicability or validity of any other provisions of this Lease shall not be affected.

**23. HEADINGS**

The headings in this Lease are convenience and reference only, and in no way change or explain the interpretation or meaning or the provisions of this Lease.

**24. GOVERNING RULE AND LAW**

This Lease shall be governed and construed under the laws of the State of Ohio.

**25. ATTORNEY FEES**

In the event that Landlord incurs legal fees pursuant to enforcement of this Lease, Tenant will reimburse said Landlord for all legal fees as set forth by the court.

**26. RULES AND REGULATIONS**

- (1) FIRE SAFETY. Tenant shall be responsible for maintenance and replacement of any smoke alarm batteries and any fire extinguisher in the Leased premises which is discharged or losses pressure during the Lease term.
- (2) HEALTH AND SAFETY. Tenant shall comply with all applicable state, county and local housing, health and safety codes. Tenant shall keep the Leased unit safe and sanitary and shall do not act that would cancel, violate, or increase the fire insurance policy or premium on the Leased premises. Tenant shall operate all electrical and plumbing fixtures properly, and keep all plumbing fixtures in the Leased premises in a clean condition.
- (3) LOCKOUTS AND KEYS. If Tenant is locked out Tenant's premises and needs Landlord's assistance to gain access to the Leased premise. Tenant shall be charged a fee of twenty dollars (\$20.00). Tenant shall not place any additional locks on any door without Landlord's written approval.
- (4) THERMOSTAT SETTING. During the winter months and during vacation breaks, under no circumstances shall the heat in the Leased premises be turned off; and under no circumstances shall the Leased premises thermostat be set lower than sixty degrees (60) Fahrenheit. Any damage to the pipes or the Leased premises that occurs because of Tenant's disregard of this clause shall be Tenant's responsibility.
- (5) COMMON AREAS. The sidewalks, entry passages, halls, public corridors, and stairways shall not be obstructed by Tenant or used by Tenant for any purpose other ingress and egress.
- (6) NOISE AND DISTURBANCE. No Tenant or Tenant's guest shall create excessive noise or disturbance at any time. Loud radio, television, or stereo will not be tolerated, and special care should be taken to prevent all loud noise levels before 8:00 a.m. or after 10:00 p.m.
- (7) ALTERATIONS TO PREMISES. Tenant will make no alterations or additions to the Leased premises without prior written consent of Landlord.
- (8) BEER KEGS. No beer kegs of any kind are allowed on the premises at any time. The first violation will result in a charge of One Hundred and fifty dollars (\$150.00) per person per incident. In other words, a charge of \$600.00 will result if there are four Tenants signed in the Lease, irrespective of who is actually at fault. Said fee to be paid immediately to Landlord. Subsequent violations will be result in eviction. Any damage to floors, bath tubs, sinks or other rental unit areas resulting from drainage or usage of any kegs will be charged immediately to Tenants.
- (9) PETS. No animals shall be kept on the Leased premises at any time. In the event Tenant enters into this Agreement and takes possession of the premises and later keeps an animal on the premises at any time (and for any length of time, including animal-sitting) during the Lease term, Tenant shall pay Landlord four hundred dollars (\$400.00) due immediately for each animal violation, plus ten dollars (\$10.00) per day until the animal is removed.
- (10) HOUSEHOLD MAINTENANCE. Tenant shall perform normal household maintenance, including the replacement of light bulbs, smoke detector batteries and cleaning of all floors, sinks, all drains and commodes, etc.
- (11) APPLIANCES. Tenant shall maintain is good working order and condition any range, refrigerator, range hood, garbage disposal, microwave oven, dish washer, clothes washer and dryer or other appliances supplied by Landlord under this Lease. Tenant shall also forbid any other person who is in the Leased premises with Tenant's permission from intentionally or negligently destroying, damaging or removing any fixtures, appliances, or other parts of the premises.
- (12) FURNITURE. No furniture provided by lessor or any kind may be placed outdoors of the Leased premises, including any patios, porches or balconies. No furniture of any kind may be left outdoors for any extended period of time.

- (13) TRASH. All garbage and refuse shall be properly contained and disposed of in a reasonable manner.
- (14) VISITORS. Tenant is responsible for any and all damages caused by Tenant's visitors. Tenant and Tenant's guest will conduct themselves in mannerly fashion and be respectful to their neighbors; failure to do so could result in eviction.
- (15) STORAGE. Absolutely nothing is to be stored in an area set aside for a furnace or water heater.
- (16) OUTDOOR GRILLS No Tenant, guest, other persons, are allowed to operate gas or any type of outdoor grill on the wood decks or patios of the units. All grills must be operated on the grass areas or sidewalks of the property away from the building. Violation will result in automatic forfeiture of all security deposits.
- (17) OBJECTIONABLE CONDUCT. Landlord shall at any time deem the tenancy of the Tenant(s) undesirable by reason of improper conduct by Tenants or visitors, a thirty day written notice to vacate will be issued. Refer to paragraph (10) above for reimbursement of rent payments. Refer also Exhibit A, Renters Rules and Regulations, and Exhibit B, Pool Rules and Regulations attached hereto.
- (18) ILLEGAL DRUGS. Tenant agrees not to use or harbor any illegal drugs on the premises. Tenant agrees not to serve alcohol to any underage or intoxicated persons. Tenant agrees to abide by all government laws and regulations.

(19) MOVE-IN RESPONSILITIES OF TENANT.

- A. Security deposit and initial rent payment, if due, must be paid before anyone is allowed on premises.
- B. Tenant will advised Landlord of the date and time first Tenant will be moving into the premises. Each tenant must pickup and sign for all keys given to them by Landlord.
- C. Tenant is to complete a check-in report and forward it to Landlord within three (3) days of moving in.
- D. Tenant is to advise Landlord of phone number for the Leased premises.

(20) MOVE-OUT RESPONSILITIES OF TENANT.

- A. Tenant is to contact Landlord for pre-move out inspection.
- B. All Keys are to be turned into Landlord. Tenants will be charged for any lost or damaged keys as previously stated in paragraph 13 above.
- C. Landlord will send security deposit refund check, less floor and carpet cleaning and any other cleaning required as well as any damage not reported at check-in, to Tenants within thirty (30) days after vacating premises or from lease termination date. Unless stipulated and agreed to by Tenants, any remaining security deposit will evenly distributed to the Tenants on the Lease.

(21) PROPER DRAIN USE.

All drains will be in working order at time of occupancy. All blockages will be cleared by Tenant at time of occurrence. Under no circumstances are improper items to be disposed down the drain, specifically tampons and other sanitary devices. In the event that there is a stoppage of the drain, and the source of the stoppage is determined to be caused by improper objects in the drain, the Tenant shall be responsible for all charges associated with cleaning the drain, and any other cleaning charges resultant thereof.

(22) EXHIBIT A – RENTERS RULES AND REGULATIONS.

These Rules and Regulations are a binding part of this Lease, and may be amended as stated in Section 21 of this Lease. Failure to adhere to these rules and regulations may be grounds for eviction.

(23) EXHIBIT B – POOL RULES AND REGULATIONS.

These Rules and Regulations are a binding part of this Lease, and may be amended as stated in Section 21 of this Lease. Failure to adhere to these rules and regulations may be grounds for eviction.

**The covenants, conditions and Agreements made and entered into by these parties are declared binding on their respective heirs, successors and assigns. The undersigned have read and understand the terms herein and intend to become legally bound upon execution of this document Tenant(s) executing this document certify that they are eligible to Lease off campus housing for the time period specified herein.**

\_\_\_\_\_  
LANDLORD  
IRVING COMMONS RENTAL GROUP

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TENANT (SIGNATURE)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
TENANT (SIGNATURE)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
TENANT (SIGNATURE)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
TENANT (SIGNATURE)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(PRINT NAME)

**GUARANTEE**

The undersigned, in consideration of Lessor leasing the above described premises to said Lessee(s) / Tenant(s), hereby guarantees the obligations of \_\_\_\_\_ under the terms of said Lease, including but not limited to prompt payment of rent.

\_\_\_\_\_  
**GUARANTOR**

\_\_\_\_\_  
**DATE**

PLEASE SIGN AND RETURN IN SELF ADDRESSED ENVELOPE

## EXHIBIT "A" TO IRVING COMMONS LEASE

### RENTERS RULES AND REGULATIONS

1. No Tenants or Guest shall cause any excessive noise or disturbance at any time.
2. No animals shall be kept on the Leased premises at any time. In the event Tenant or Tenant's Guest keeps an animal on the premises at any time (and for any length of time, including animal-sitting) during the Lease term, Tenant shall pay Landlord four hundred dollars (\$400.00) due immediately for each animal violation, plus ten dollars (\$10.00) per day until the animal is removed.
3. No beer kegs of any kind are allowed on the premises at any time. The first violation will result in a charge of One Hundred and fifty dollars (\$150.00) per person per incident. Subsequent violations will result in eviction.
4. No Tenant, Guest, other persons, are allowed to operate gas or any other type of outdoor grill on the wood decks or patios of the units. All grills must be operated on the grass areas or sidewalks of the property away from the building. Violation will result in automatic forfeiture of all security deposits.
5. Tenant is responsible for any and all damages caused by Tenant's visitors. Tenant and Tenant's guests will conduct themselves in a mannerly fashion and be respectful to their neighbors; failure to do so could result in eviction. Tenants have the responsibility to report damage done to common areas as a means to maintain the aesthetics of the property. The cost of repair of unreported damages will be deducted from all tenants Security Deposits unless identified to the individual tenant or guest.
6. All garbage and refuse shall be properly contained and disposed of in reasonable manner placed within the external site waste containers. No trash shall be left on any porches or decks at any time. It is the responsibility of the Residents and the Guests of Irving Commons to help keep the common area free of trash and debris. Cigarette butts are considered trash and are to be picked up with all other trash no later than the morning following any function. Clean up to include the area between buildings.
7. No signs, banners, posters, flags, lights or any other items which would be visible to the exterior of the buildings are permitted. Seasonal decorations are permitted for their respective holidays (Halloween, Thanksgiving, Christmas, Easter). Article (including bath towels) must not be shaken, thrown or hung from any window, balcony, deck or porch.
8. No furniture provided by Lessor of any kind may be placed outdoors of Leased premises including any patios, porches or balconies. No furniture of any kind may be left outdoors for any extended period of time. All sidewalks, corridors, walls, passages, stairways, decks and common areas must be kept free of all personal belongings (bikes, grills etc). Residents must maintain the grounds in such a manner as will be in keeping with the décor of the community and will not place or maintain any articles of furniture, plants, wood, cooking equipment etc., which would be objectionable to the general appearance of the community. Management reserves the right to determine whether a item is objectionable.
9. Tenant shall not do any act which would cancel, violate or increase the Fire Insurance Policy or Premiums on said premises. Explosives, fireworks, obnoxious or illegal substances will not be permitted
10. No waterbeds are allowed in the units. The custom mini-blinds shall not be removed from the windows unless replaced with the same.
11. No boat, camper, trailer, non-operational vehicle, oversize vehicle or unlicensed vehicle may be kept in the parking lot. Any vehicle parked outside of the designated parking spaces will be subject to citation or tow in at owners expense. Special care should be taken to avoid obstructing the entrances and access to the garbage cans.

## EXHIBIT "B" TO IRVING COMMONS LEASE

### POOL RULES AND REGULATIONS

1. **Pool rules MUST be adhered to by tenants and their guests.** These rules are to help ensure your safety and to allow enjoyable use of the pool area. The Owners' Association may, at its discretion bar/ban a tenant from use of the pool facilities if there is sufficient evidence that of repeated violations of the Association's Rules and Regulations. The Association reserves the right to close the pool temporarily or permanently if these rules are violated.
2. All persons shall use the pool at their own risk; Irving Commons Condominium Association and unit owners will not be liable for any injury. No lifeguard on duty.
3. All children under fourteen (14) years of age must be accompanied by an adult at the pool area. Children under the age of five (5) years must be accompanied in the pool by an adult.
4. Showering before swimming is required. No one will be allowed in the pool with suntan lotion, sunscreen lotion and sand.
5. Standard swimwear is required; cutoff are not permitted.
6. **All drinking containers within the fenced pool area must be non-breakable (no glass containers/bottles). No drinking containers of any kind are allowed in the pool or at the pool edge.**
7. Smoking is designated areas only and with using of ashtrays.
8. The pool, pool area and volleyball court are for the restricted use of tenants and their guests. A maximum 2 guests per leased townhouse and 1 guest per leased flat may use the pool. Guests must be accompanied at all times by the unit resident.
9. Private pools parties are not permitted.
10. Pool furniture will be used only for its intended purpose. Furniture other than that provided shall not be used I in the pool area. Furniture shall not be removed from the pool area.
11. Use of the pool and pool patio is restricted to the hours of 8:00 A.M. to 10:00 P.M. ONLY
12. No running, pushing, yelling, or loud playing devices shall be permitted in the pool area.
13. Absolutely NO DIVING in the pool.
14. Clean-up of the pool area and disposal of trash will be the responsibility of the residents and their guests. All articles brought to the pool area including, but not limited to, books, magazines, newspapers, etc. must be removed upon leaving the pool area.
15. No flotation devices of any kind shall be permitted in the pool.
16. Lounging or climbing on the pump house and tampering with pool equipment by residents or guests is strictly forbidden.
17. No pets are permitted in or about the pool area

The intent of these rules is not to limit anyone's freedom, but to ensure that all residents have clean, safe, peaceful, enjoyable and economical housing. It is the responsibility of each owner and resident to encourage and support the enforcement of these rules by all. Owners and residents should feel free to use available law enforcement officials if appropriate. Residents may be assessed costs associated with damages or enforcement relating to these rules.

**I UNDERSTAND AND AGREE TO ABIDE BY THE ABOVE RULES AND REGULATIONS AS SET FORTH  
IN EXHIBITS A & B ABOVE OR FACE POSSIBLE EVICTION.**

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TENANT

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DATE

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TENANT

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DATE