

**Residential Lease**

**Bulle Rock Community Association**

THIS LEASE, made on \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_ as Landlord (hereinafter "Landlord") and \_\_\_\_\_ hereinafter "Tenant").

WITNESSETH, that the Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord, premises known as \_\_\_\_\_ (the "Premises"), City of Havre de Grace, Maryland, for the term of \_\_\_\_\_ beginning on the first day of \_\_\_\_\_, \_\_\_\_\_, and ending on the last day of \_\_\_\_\_, \_\_\_\_\_ (the "Term"), at a total rent of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), payable in equal monthly installments of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in advance on the first day of each and every month ("Rent Due Date") of said Term. If this Lease commences on a day other than the first of the month, the amount of rent to be paid for the balance of said first month will be apportioned pro rata; thereafter rent will be paid on the first day of the month. Tenant covenants and agrees to pay said rent as set forth herein. Tenant covenants and agrees to pay rent to Landlord at \_\_\_\_\_, (or at such other place as Landlord may from time to time designate) without diminution, deductions or demand and said obligation to pay rent is independent of any other clause herein. Failure to pay said rent at the time specified will constitute default and the Landlord may use any remedy afforded him under the terms of this Lease and/or applicable law. All sums of money or other charges, including payments for damages, required to be paid by Tenant to Landlord or to any other person under the terms of this Lease, whether or not the same be designated "rent" or "additional rent," will be deemed rent and will be collectible as such. Landlord shall furnish to Tenant a receipt for all cash or money orders paid by Tenant to Landlord for rent, security deposit or otherwise.

Each Tenant is jointly and severally liable to Landlord for full performance under each and every covenant and condition of this Lease Agreement and for compliance with applicable law.

**PRO RATA RENTAL PAYMENTS**

1. It is additionally understood and agreed that Tenant is to commence occupancy of the Premises on \_\_\_\_\_. Tenant is to pay the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) on \_\_\_\_\_, \_\_\_\_\_, as "pro rata" rent for the period \_\_\_\_\_, through \_\_\_\_\_.

**ADDITIONAL CHARGES**

2. Landlord may require that all rental payments be made by money order, cashier's check and/or certified check. Tenant also agrees that in the event Tenant fails to pay any installment of rent within ten (10) days beyond the date on which it is due and payable, Tenant must pay Landlord, in addition to the rent, a late charge in the amount of five percent (5%) of the monthly rent. However, the ten (10) day late period is NOT a grace period, and the rent is due and payable on the first of each month. The late charge must be paid as additional rent together with the rent then overdue and in arrears, and acceptance of such payment is not a waiver of the requirement that rent is due on the first day of the month. Nothing in this lease constitutes a waiver or limitation of Landlord's right to institute legal proceedings for non-payment of rent, damages and/or repossession of the leased Premises for non-payment of any installment of rent when and as the same becomes due and payable. A service charge (which sum shall not exceed the maximum permitted by state law) of thirty-five dollars (\$35.00) will be automatically made for each instance in which a check is returned unpaid for any reason by the Tenant's bank.

### SECURITY DEPOSIT

3. In accordance with the Annotated Code of Maryland, Real Property Article, Tenant has deposited with the Landlord the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), receipt of which is hereby acknowledged, which sum does not exceed two (2) months' rent, which is to be held as collateral security and applied on any unpaid rent or unpaid utility bill that may remain due and owing at the expiration of this Lease, any extension thereof or holding over period, or applied to any damages to the Premises in excess of ordinary wear and tear caused by the Tenant, the Tenant's family, guests, agents, employees, trades people, or pets, or other damages and expenses suffered by Landlord as a result of a breach of any covenant or provision of this Lease. Tenant may not utilize the security deposit as rent and must not apply the same as the last month's rent. The security deposit will be deposited and maintained in an escrow account in a federally insured financial institution which does business in the State of Maryland, devoted exclusively to security deposits, within thirty (30) days after it has been received. The security deposit may be held in insured certificates of deposit at branches of a federally insured financial institution within the State of Maryland or in securities issued by the federal government or the State of Maryland.

The Landlord must provide the Tenant, within forty-five (45) days after the termination of the tenancy by first class mail directed to the last known address of the Tenant, a written list of any damages to the Premises together with a statement of costs actually incurred. Within forty-five (45) days after the termination of the tenancy, the Landlord must return the deposit to the Tenant together with simple interest which will accrue at 3% per annum less any damages rightfully withheld. Interest will accrue at six (6) month intervals from the day Tenant deposits said security deposit with Landlord, provided the said security deposit is Fifty Dollars (\$50.00) or more. The foregoing provisions do not apply to any Tenant who has abandoned the Premises or who has been evicted unless such Tenant makes a written demand for the return of the security deposit within 45 days of being evicted, ejected or abandoning the Premises, and provides the Landlord with his/her new address.

Tenant's obligations under this Lease may not end when Tenant ceases to occupy the Premises. Repairs required may be so substantial or of such a nature that work will not be completed within the forty-five (45) day period following the termination of the tenancy; in such event, Landlord reserves the right to pursue Tenant for reimbursement for expenses incurred to repair damages to the Premises.

In the event of a sale of the property upon which the Premises is situated takes place during the Term, this Lease shall terminate on the date in which ownership of the property is transferred. In accordance with Section 2(bb)(1) of the Fifth Amended Community Code No. 1, the Owner of a Living Unit shall not lease such unit during the Owner's first twenty-four (24) months of ownership of the Living Unit. As a result, this Lease shall terminate in the event ownership of the Premises is transferred during the Term. Landlord shall be required to provide requisite and timely notices of the same, as required by Maryland law.

In the event of any rightful or permitted assignment of this Lease by the Tenant to any assignee or sublessee, the security deposit is deemed to be held by the Landlord as a deposit made by the assigned or sublessee and the Landlord will have no further liability with respect to return of such security deposit to the assignor.

The Landlord or Landlord's estate, but not the managing agent or court appointed receiver, will remain liable to the Tenant for the maintenance of the security deposit as required by law.

Failure of the Landlord to comply with the security deposit law may result in the Landlord being liable to the Tenant for a penalty of up to three (3) times the security deposit withheld, plus reasonable attorney's fees.

**POSSESSION**

4. If on the date of this Lease another person is occupying the Premises and Landlord is unable to deliver possession on or before the commencement of the Term of this Lease, Tenant's right of possession hereunder is postponed until said Premises are vacated by such other person, and the rent due hereunder must be abated at the rate of one-thirtieth (1/30) of a monthly installment for each day that possession is postponed. The Tenant, on written notice to the Landlord before possession is delivered, may terminate, cancel, and rescind the lease; the security deposit and rent paid must be returned to the tenant within fifteen (15) business days after Landlord's receipt of the notice.

**ACCEPTANCE OF PROPERTY**

5. (a) Delivered in compliance with law. Landlord covenants that the leased Premises and all common areas are delivered in a clean, safe and sanitary condition, free of rodents and vermin, in a habitable condition, and in complete compliance with all applicable laws. Tenant acknowledges that he/she has been given an opportunity to examine the Premises, that he/she has examined the Premises and found it to be in satisfactory condition.  
  
(b) List of existing damages. Tenant has the right to have the dwelling unit inspected by the Landlord in the Tenant's presence for the purpose of making a written list of any damages existing at the commencement of the tenancy if the Tenant so requests by certified mail to the Landlord within fifteen (15) days of the Tenant's occupancy. Upon landlord's receipt of the form, Landlord must promptly inspect the dwelling unit to confirm or deny the existence of the damages claimed to exist prior to Tenant's occupancy. A copy of the inspection report must be given to the Tenant. Tenant acknowledges that he/she has been supplied a form on which to list existing damages, attached to the lease.  
  
(c) Landlord acknowledges his/her responsibility for maintaining the Premises in accordance with all applicable provisions of any federal, state, county or city statute, code, regulation or ordinance governing the maintenance, construction, use or appearance of the dwelling unit and the property of which it is a part, pursuant to which Landlord provides this express warranty of habitability and covenant to repair.  
  
(d) Tenant acknowledges that the Premises are part of the Bulle Rock Community Association, Inc. and subject to the Governing Documents including all Community Codes and notices governing the Bulle Rock Community Association now or hereafter in effect.

**USES/AUTHORIZED OCCUPANT**

6. The Premises will be used solely for residential purposes and occupancy shall at all times be consistent with the size of the Premises, with Landlord and Tenant hereby agreeing that at all times during the Term, the Premises shall be occupied by no more than \_\_\_ persons, including children. The following persons (together with Tenant, "Permitted Occupants") and no others, except children of a resident listed below who are born or adopted after the execution of this Lease, are authorized by Landlord to reside within the demised Premises:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tenant will not use the Premises for any disorderly or unlawful purposes or disruptive to the quiet enjoyment of others and will comply with all applicable Federal, State, County and local laws and ordinance. Tenant agrees that quiet enjoyment includes not allowing or permitting controlled dangerous substances or paraphernalia within leased Premises or common areas.

**Guests.** Persons visiting Tenant may not reside at the Premises for more than two (2) weeks total during any calendar year, unless written permission is first secured from the Landlord and the Board of Directors. Tenant's guests, visitors and Permitted Occupants must abide by all applicable covenants and rules contained in this Lease, and a breach of the lease by a guest, visitor, or Permitted Occupant will be treated as a breach by Tenant.

#### **PETS**

7. The Tenant is not allowed to keep pets on the Premises except with the written permission of the Landlord. Tenants who have pets must have the demised Premises de-fleaed and de-ticked by a professional exterminator, and if carpeted, the carpeting shampooed by a professional cleaner, at the termination of occupancy. Tenant must provide a receipt for work performed. For all other damages, Tenant agrees to pay for any and all damages caused by pets to the Premises. Tenant is authorized to have pets:

YES  NO # ALLOWED \_\_\_\_ TYPE OF PET(S) \_\_\_\_ WEIGHT \_\_\_\_

#### **MAINTENANCE**

8. (a) Tenant must generally maintain the rental dwelling in a clean, sanitary and safe condition. Such maintenance includes the caulking of bathtubs and sinks; replacement of HVAC filters, fuses, batteries and light bulbs; and cleaning of appliances including, but not limited to, stoves and microwave ovens, refrigerators and freezers, garbage disposals, trash compactors, dishwashers, washing machines, clothes dryers, window air conditioning units, humidifiers and de-humidifiers.
- (b) Tenant must place all garbage and trash in suitable covered containers. Tenant will furnish his/her own electric light bulbs and fuses.
- (c) Tenant must promptly report to Landlord any problems requiring repairs or replacement beyond general maintenance. *Tenant must not order repairs or replacements without prior approval from the Landlord.* Notwithstanding anything to the contrary herein, Tenant is responsible for any costs incurred for repairs or replacements made necessary due to abuse or negligent acts of commission or omission by the Tenant, his family, guests, employees, invitees or pets.

#### **COMMON OWNERSHIP COMMUNITY RULES AND REGULATIONS**

9. (a) Tenant, Tenant's family, guests and employees must abide by the Governing Documents, including all Community Codes and all notices governing the property now or hereafter in effect by the Bulle Rock Community Association, Inc. (the "Association").
- (b) At the time of execution of this Lease, Landlord shall provide Tenant with a copy of the Association's Governing Documents, which are incorporated as material terms of this Lease. By executing this Lease, Tenant acknowledges receipt of a copy of the Governing Documents, including Community Codes. In addition, the Governing Documents are on file in the Depository of the Clerk of the Harford County Circuit Court.

(c) Any violation of the Governing Documents by the Tenant or Permitted Occupants is a material breach of this Lease which breach shall authorize the Landlord to terminate the Lease without liability and to evict Tenant in accordance with applicable law.

(d) Violations of the Governing Documents may be enforced by the Association, which enforcement may include the suspension of privileges to use the Community Property and facilities and the levying of fines and other sanctions in accordance with Community Code No. 4, as amended.

(e) In accordance with Community Code No. 1 as amended, the Landlord delegates to the Board of Directors of the Association the power and authority of enforcement against the Tenant for breaches of the Lease resulting from violations of the Governing Documents, including, but not limited to the power and authority to evict the Tenant on behalf of the Landlord, if Landlord fails to do so after receiving notice of the same from the Board of Directors. If the Board of Directors elects to proceed to evict the Tenant, any costs, including reasonable attorney's fees and court costs, associated with the eviction action shall be charged against the Landlord as a Special Assessment and collectible in accordance with the Governing Documents.

(f) Any Assessments accruing during the Lease Term that are not timely paid by the Landlord shall, upon written notice from the Association, be paid by the Tenant to the Association to the extent of the monthly lease payments due to the Landlord. Upon receipt of written notice from the Association, the Tenant shall pay his/her monthly rent for the Premises to the Association until such time as all of the unpaid Assessments and related costs and attorney's fees are paid in full, at which time the Tenant shall re-commence making such rental payments to the Landlord. During such period that the Tenant is making rental payments to the Association, the Landlord of the Premises shall have no recourse against the Tenant for non-payment of rent.

(g) The following definitions are applicable to this Section 9:

- (1) "**Credit Check**" shall mean screening of a prospective tenant performed by a Third Party Screening Agency to confirm that the tenant has the financial ability to pay the rental amount of the lease.
- (2) "**Criminal History Check**" shall mean screening of a prospective tenant performed by a Third Party Screening Agency to confirm, that tenant has not been convicted of any violent crime or crime of moral turpitude and is not a registered sex offender.
- (3) "**Reference Check**" means two (2) or more positive personal and/or prior leasing references of a prospective tenant that are confirmed by a Third Party Screening Agency.
- (4) "**Background Check**" means a Credit Check, Criminal History Check and Reference Check (collectively) of a prospective tenant performed by a Third Party Screening Agency.
- (5) "**Third Party Screening Agency**" shall mean an agency in the business of providing Credit Checks, Reference Checks and Criminal History Checks of prospective tenants.

(h) Prior to executing this Lease, the Landlord shall obtain a Background Check on the Tenant by and through a Third Party Screening Agency. The Background Check shall confirm the following with regard to the Tenant (including each individual tenant identified as a party to

the Lease): (i) the objective ability (as determined by the Third Party Screening Agency) of the Tenant to pay rent in the amount of the lease, (ii) two or more satisfactory personal and/or prior leasing references, (iii) that Tenant has not been convicted of any violent crime or crime of moral turpitude, including sexual offenses, and (iv) that Tenant is not required to register as a sex offender. Confirmation by a Third Party Screening Agency that the prospective tenant(s) meet these requirements shall be acceptable. Tenant acknowledges that this Lease shall not be effective or enforceable until the confirmation by a Third Party Screening Agency is received and approved by the Bulle Rock Community Association Board of Directors ("Board of Directors").

(i) Prior to executing this Lease, the Landlord shall provide written confirmation of an acceptable Background Check of Tenant (as provided in (h) above) from the Third Party Screening Agency to the Board of Directors. The written confirmation shall merely confirm compliance with the requirements contained in Section 9(h) above and specific personal information about the Tenant shall not be provided.

(j) The Landlord and Tenant acknowledge that the Board of Directors requires payment of an administrative fee of \$300.00 for review and processing of the Background Check and confirming in writing whether the Background Check satisfies the requirements of the Governing Documents. Landlord and Tenant agree that payment of the same shall be paid as follows:

(k) Notwithstanding anything herein contained, there shall be no discrimination against any Tenant on the basis of any legally protected classification and the review process shall comply in all respects with the federal Fair Housing Act and applicable state and local fair housing laws.

(l) The Landlord shall not execute this Lease unless the Landlord has received written confirmation from the Board of Directors or the Managing Agent of the Bulle Rock Community Association, if so delegated ("Managing Agent") confirming that the Background Check of the Tenant is consistent with the Governing Documents. Unless and until such written confirmation from the Board of Directors or the Managing Agent is received by the Landlord, the Tenant is deemed disapproved and this Lease is of no effect.

(m) Within five (5) business days of execution of this Lease, the Landlord shall provide the Board of Directors with a copy of this executed Lease.

(n) The written confirmation required under Section 9(l) of this provision must be provided to the Board of Directors in order for Tenant to receive Community privileges, including but not limited to the rights to use and enjoy Community Property and facilities. Failure to comply with such requirements shall be considered a violation of the Governing Documents.

(o) The Landlord and Tenant hereby acknowledge that in the event the Landlord is delinquent in the payment of Assessments as required in Article 5 of the Declaration, the Association may provide notice to the Tenant and Landlord, that Tenant shall pay to the Association all unpaid installments of Assessments of any kind, provided, however, that the Tenant shall not be required to make such payments to the Association in excess of, or prior to, the due dates for monthly rental payments unpaid at the time of the Association's notification. Furthermore, Landlord and Tenant hereby acknowledge that any and all such payments made by the Tenant to the Association shall reduce by the same amount, the Tenant's obligation to make monthly rental payments to the Landlord.

(p) Section 9 of this Lease between Landlord and Tenant is intended for the benefit of the Association. The Association shall have the right to enforce this Section 9 as a third party beneficiary thereof.

10. The Landlord is not permitted to lease a Premises during the Landlord's first twenty-four (24) months of ownership except in the case of a medical hardship or required business relocation or other financial hardship approved in writing by the Board of Directors. Landlord shall initial Option A or Option B below:

Option A Landlord hereby confirms that Landlord has owned the Premises for the consecutive twenty-four month period immediately preceding the effective date of the Lease.

Landlord's initials: \_\_\_\_\_

Option B. Landlord declares that Landlord has not owned the Premises for the consecutive twenty-four month period immediately preceding the effective date of the Lease, and that Landlord attaches hereto a signed statement from the Board of Directors granting authorization for Landlord to rent the Premises due to medical hardship, required business relocation, or other financial hardship.

Landlord's initials: \_\_\_\_\_

#### UTILITIES

11. Tenant must pay all utility bills that are individually metered or charged to the Premises as and when the same shall become due, and make all required deposits therefore. Tenant is responsible for the following utilities:

(Check all that apply)  gas  electric  water and sewer  telephone  cable

#### SMOKE DETECTORS

12. Landlord certifies that Smoke Detectors have been installed and are in proper working condition in accordance with applicable law prior to Tenant's occupancy. It is the responsibility of Tenant to check Smoke Detectors periodically during the tenancy and replace batteries as necessary to keep the Smoke Detectors in proper working condition and to report any malfunctions to Landlord in writing.

#### SPRINKLER SYSTEM

13. In units equipped with fire sprinkler systems, no portion of the system is permitted to be changed, altered, or tampered with. Sprinkler heads must not be painted, covered, or obstructed, nor must anything be hung from them.

#### ALTERATIONS

14. Tenant, without the prior written permission of the Landlord, will not remodel or make any structural changes, alterations or additions to the Premises; will not paper, paint or decorate; will not install, attach, remove or exchange appliances or equipment, such as air conditioning, heating, refrigerator or cooking units, radio or television antennae, subscription or pay television devices and wiring, satellite dishes; will not drive nails or other devices into the walls or woodwork (a reasonable number of picture hangers excepted); and will not change the existing locks of the Premises or install additional locks without written consent of the Landlord.

(c) During the last 60 (sixty) days of the Term of this Lease or any extension thereof, Landlord may enter the Premises to exhibit the same to other persons. Tenant agrees to cooperate with Landlord in showing the property. Tenant is advised that on occasion he/she may be asked to exhibit the Premises on less than twenty-four (24) hours' notice.

#### **DEFAULT**

20. (a) In the event of any default, other than the default of failure to pay rent and late charges, hereunder or if the Landlord at any time deems the tenancy of the Tenant undesirable by reason of objectionable or improper conduct on the part of the Tenant, his/her family, employees, guests, or invitees by causing annoyance to neighbors or should the Tenant occupy the subject Premises in violation of any rule, regulation or ordinance issued or promulgated by the Landlord, the Association identified in Paragraph 9 herein, any governmental rental authority, or any federal, state or local law, then and in any of said events; the Landlord will have the right to terminate this lease by giving to the Tenant personally or sending via first class mail thirty (30) day written notice to quit and vacate the Premises containing in said notice the basis for the termination. However, if the breach of lease involves behavior by the Tenant, or by a person on the Premises with the Tenant's consent, which demonstrates a clear and imminent danger of the Tenant or person doing serious harm to themselves, other tenants, the landlord, the landlord's property or representatives, or any other person on the Premises, the Landlord has the right to terminate this Lease by serving the Tenant with a fourteen (14) day written notice to quit and vacate the Premises which contains the basis for the termination. Tenant may be served in person or by first class mail. At the expiration of said notice or any shorter period conferred under or by operation of law, the Landlord may use any remedy provided by law for the restitution of possession and the recovery of delinquent rent.
- (b) Failure to pay rent and late charges as specified herein will constitute a default. In the event of such a default, the Landlord may file a Complaint in the District Court for Failure to Pay Rent-Landlord's Complaint for Repossession of Rented Property.

#### **COURT AWARDED LEGAL FEES**

21. In an action by the Landlord to recover possession of the leased Premises, including a non-payment of rent action, the Tenant is obligated to pay actual court costs, legal costs and attorney fees awarded by a court. If reasonable attorney's fees are awarded by the Court in a Failure to Pay Rent action, the attorney's fees are not part of the tenant's rent and need not be paid to redeem the Premises. If the Tenant is the prevailing party and/or costs and attorney's fees are awarded by the court, the Landlord is obligated to pay those fees and costs.

#### **WAIVER**

22. Any waiver of a default hereunder is not to be deemed a waiver of this Agreement of any subsequent default. Acquiescence in a default does not operate as a waiver of such default, even though such acquiescence continues for any extended period of time.

#### **TERMINATION-HOLD OVER**

23. (a) Month-to month tenancies are not permitted in the Community. At least thirty (30) days prior to the last day of the Term, either (i) Landlord and Tenant shall enter a new lease agreement for a period of at least one year, or (ii) Tenant or Landlord shall provide written notice of termination to the other, such termination becoming effective on the last day of the Term.

Tenant initials: \_\_\_\_\_

Tenant initials: \_\_\_\_\_

- (b) Failure to vacate the Premises after proper notice is a violation of the Governing Documents and may result in the Tenant being held accountable for rent for the period of the holdover and for consequential damages due to an incoming Tenant's inability to enter the Premises because of Tenant's holdover occupancy.

#### **SURRENDER OF PREMISES/MOVE-OUT INSPECTION**

24. (a) Tenant will, upon termination of this Lease, surrender the Premises and all personal property of Landlord therein in good and clean condition, ordinary wear and tear excepted. Tenant will leave the Premises in broom-clean condition, free of trash and debris, however, Tenant will not paint marks, plaster holes, crevices or cracks, or attempt any repair of the Premises without Landlord's prior written consent. If such cleaning and removal of trash is not accomplished by the Tenant, or if the Premises are not left in good and clean condition, then any action deemed necessary by the Landlord to accomplish same will be taken by the Landlord at the Tenant's expense. Upon vacating the Premises, Tenant must deliver all keys to the Landlord within twenty-four (24) hours after vacating. Failure to comply will be cause to charge Tenant for changing locks.
- (b) Tenant has the right to be present at the time of inspection to determine if any damage has been done to the Premises if Tenant notifies Landlord, by certified mail fifteen (15) days prior to Tenant's date of moving, of Tenant's intention to move, date of moving and new address. Upon receipt of notice, Landlord will notify Tenant by certified mail of the time and date when the Premises are to be inspected. The inspection date will occur within five (5) days before or five (5) days after the date of moving as designated in Tenant's notice.

#### **ABANDONED PROPERTY**

25. Any personal property which is left on the Premises for more than seven (7) days after termination of the tenancy will be considered to be abandoned and may, at the option of Landlord, be disposed of at the Tenant's expense. Landlord is not liable to Tenant or any other person for the loss of property so abandoned.

#### **DESTRUCTION**

26. If the Premises are rendered totally unfit for occupancy by fire, act of God, act of rioters or public enemies, or accident, the Term of this Lease shall immediately cease upon the payment of rent apportioned to the day of such happening. If, however, the Premises are only partially destroyed or damaged and Landlord decides to repair the same, such repairs will be made by Landlord without unreasonable delay, and Tenant may be entitled to a reduced rent while repairs are being made.

#### **SUBORDINATION**

27. This Lease is and will be subject and subordinate at all times to the lien of any mortgage(s) or deed(s) of trust now or hereafter covering the Premises and to all renewals, modifications, consolidations, replacements and/or extensions thereof. Tenant agrees to execute any documents required to effect such subordination.

The Tenant agrees to execute promptly any document(s) which the Landlord or lender(s) may request with respect thereto. In the event that the Tenant fails to do so within fifteen (15) days from date of receipt of the written request from the Landlord or the lender(s), the Landlord will

have the right, and is hereby authorized to execute on behalf of the Tenant, any such document(s).  
Tenant agrees to become a Tenant to any subsequent owner of the Property.

#### **ESTOPPEL CERTIFICATE**

28. Tenant will, at any time and from time to time, upon not less than fifteen (15) days prior request by Landlord, execute, acknowledge and deliver to Landlord a statement in writing, executed by Tenant, certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, and setting forth such modifications) and the dates to which the additional rent and other sums payable hereunder have been paid, and (b) that there is no existing default hereunder or specifying each such default of which the signer may have knowledge and (c) that Tenant does not have any actual or pending claim against Landlord.

#### **RETALIATORY EVICTION**

29. (a) No retaliatory action will be taken by the Landlord for any complaints made by the Tenant to any public agency, or for any law suit filed by the tenant against the Landlord or any other attempts by Tenant to enforce the terms of this Lease, or applicable laws, including membership in a tenants' association.
- (b) The Landlord must not actually or constructively evict or attempt to evict a Tenant from, or deny a tenant access to, the dwelling unit occupied by the Tenant without following the judicial process authorized in state law to obtain possession of the dwelling unit.

#### **REQUIRED REGISTRATION**

30. The Landlord affirms that the Premises is registered in accordance with the City of Havre de Grace law. A copy of any required registration for the Premises, issued by the City of Havre de Grace, Maryland or any other governmental agency, must be provided to the Association together with this Lease in accordance with Section 9(h) hereof.

#### **MISCELLANEOUS**

31. (a) Tenant acknowledges that, if requested, Tenant did receive prior to this Lease execution a copy of the proposed form of Lease in writing, complete in every material detail, except for the date, the name and address of the tenant, the designation of the Premises, and the rental rate without requiring execution of the Lease or any prior deposit.
- (b) If this Lease contains a Lease Option Agreement, then it must state: **THIS IS NOT A CONTRACT TO BUY.**
- (c) The conditions and agreements contained herein are binding on and are legally enforceable by the parties hereto, their heirs personal representatives, executors, administrators, successors and assigns, respectively, and no waiver of any breach of any condition or agreement contained herein will be construed to be a waiver of the condition or agreement of any subsequent breach thereof or of this Lease.
- (d) Tenant acknowledges that the statements and representations made in the signed application for said Premises are true; that said statements have induced Landlord to enter into this Lease; that they are deemed a part of this Lease; and that the falsity of any of them constitutes a breach hereof and entitles the Landlord to the same relief as a breach of any other covenant or condition contained herein.

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#### **RETLIATORY EVICTION**

29. (a) No retaliatory action will be taken by the Landlord for any complaints made by the Tenant to any public agency, or for any law suit filed by the tenant against the Landlord or any other attempts by Tenant to enforce the terms of this Lease, or applicable laws, including membership in a tenants' association.
- (b) The Landlord must not actually or constructively evict or attempt to evict a Tenant from, or deny a tenant access to, the dwelling unit occupied by the Tenant without following the judicial process authorized in state law to obtain possession of the dwelling unit.

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30. The Landlord affirms that the Premises is registered in accordance with the City of Havre de Grace law. A copy of any required registration for the Premises, issued by the City of Havre de Grace, Maryland or any other governmental agency, must be provided to the Association together with this Lease in accordance with Section 9(h) hereof.

#### **MISCELLANEOUS**

31. (a) Tenant acknowledges that, if requested, Tenant did receive prior to this Lease execution a copy of the proposed form of Lease in writing, complete in every material detail, except for the date, the name and address of the tenant, the designation of the Premises, and the rental rate without requiring execution of the Lease or any prior deposit.
- (b) If this Lease contains a Lease Option Agreement, then it must state: **THIS IS NOT A CONTRACT TO BUY.**
- (c) The conditions and agreements contained herein are binding on and are legally enforceable by the parties hereto, their heirs personal representatives, executors, administrators, successors and assigns, respectively, and no waiver of any breach of any condition or agreement contained herein will be construed to be a waiver of the condition or agreement of any subsequent breach thereof or of this Lease.
- (d) Tenant acknowledges that the statements and representations made in the signed application for said Premises are true; that said statements have induced Landlord to enter into this Lease; that they are deemed a part of this Lease; and that the falsity of any of them constitutes a breach hereof and entitles the Landlord to the same relief as a breach of any other covenant or condition contained herein.



Tenant will not use the Premises for any disorderly or unlawful purposes or disruptive to the quiet enjoyment of others and will comply with all applicable Federal, State, County and local laws and ordinance. Tenant agrees that quiet enjoyment includes not allowing or permitting controlled dangerous substances or paraphernalia within leased Premises or common areas.

**Guests.** Persons visiting Tenant may not reside at the Premises for more than two (2) weeks total during any calendar year, unless written permission is first secured from the Landlord and the Board of Directors. Tenant's guests, visitors and Permitted Occupants must abide by all applicable covenants and rules contained in this Lease, and a breach of the lease by a guest, visitor, or Permitted Occupant will be treated as a breach by Tenant.

#### **PETS**

7. The Tenant is not allowed to keep pets on the Premises except with the written permission of the Landlord. Tenants who have pets must have the demised Premises de-fleaed and de-ticked by a professional exterminator, and if carpeted, the carpeting shampooed by a professional cleaner, at the termination of occupancy. Tenant must provide a receipt for work performed. For all other damages, Tenant agrees to pay for any and all damages caused by pets to the Premises. Tenant is authorized to have pets:

YES  NO # ALLOWED \_\_\_\_ TYPE OF PET(S) \_\_\_\_ WEIGHT \_\_\_\_

#### **MAINTENANCE**

8. (a) Tenant must generally maintain the rental dwelling in a clean, sanitary and safe condition. Such maintenance includes the caulking of bathtubs and sinks; replacement of HVAC filters, fuses, batteries and light bulbs; and cleaning of appliances including, but not limited to, stoves and microwave ovens, refrigerators and freezers, garbage disposals, trash compactors, dishwashers, washing machines, clothes dryers, window air conditioning units, humidifiers and de-humidifiers.
- (b) Tenant must place all garbage and trash in suitable covered containers. Tenant will furnish his/her own electric light bulbs and fuses.
- (c) Tenant must promptly report to Landlord any problems requiring repairs or replacement beyond general maintenance. *Tenant must not order repairs or replacements without prior approval from the Landlord.* Notwithstanding anything to the contrary herein, Tenant is responsible for any costs incurred for repairs or replacements made necessary due to abuse or negligent acts of commission or omission by the Tenant, his family, guests, employees, invitees or pets.

#### **COMMON OWNERSHIP COMMUNITY RULES AND REGULATIONS**

9. (a) Tenant, Tenant's family, guests and employees must abide by the Governing Documents, including all Community Codes and all notices governing the property now or hereafter in effect by the Bulle Rock Community Association, Inc. (the "Association").
- (b) At the time of execution of this Lease, Landlord shall provide Tenant with a copy of the Association's Governing Documents, which are incorporated as material terms of this Lease. By executing this Lease, Tenant acknowledges receipt of a copy of the Governing Documents, including Community Codes. In addition, the Governing Documents are on file in the Depository of the Clerk of the Harford County Circuit Court.