

1153 Ridge Crest
Victor, New York 14564
(585) 742-6345

LEASE AGREEMENT

This Lease Agreement is entered into on _____ between Mertensa, LLC (called the "Landlord") and _____ (called the "Tenant"). Tenant desires to lease the Townhome with an address of 1153 Ridge Crest Dr; Victor, NY 14564. Mertensa, LLC is the owner of the Townhome and has a mailing address of P.O. Box 464; Victor, NY 14564.

Landlord and Tenant hereby agree that subject to the terms and conditions contained in this Lease Agreement and for good consideration, Tenant may occupy the Townhome for the term beginning on March 1, 2022 and terminating on February 28, 2023 at noon.

A) OBLIGATIONS OF TENANT

1. Rent and Manner of Payment

Tenant shall pay total rent of Nineteen Thousand Eight Hundred Dollars (\$19,800.00) per year during the term of this Lease Agreement, payable in monthly installments of One Thousand Six Hundred Fifty Dollars (\$1,650.00) due no later than the 1st day of that month. Additional Rent may apply for pets. Refer to Section 13 below.

Payment shall be made each month by way of automated clearing house (ACH) debit from Tenant's bank account as detailed on the supporting "AUTOMATED CLEARING HOUSE (ACH) DEBIT AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS", or paid to Mertensa, LLC at P.O. Box 464; Victor, New York 14564, or any other address Landlord notifies Tenant to use, if ACH debit functionality is not available.

If Tenant fails to pay any rent or Additional Rent payment by the 5th day of the month when due, Tenant will pay an administrative fee of \$50.00 plus a late charge equal to \$5.00 per day until full payment is made, including any Additional Rent. All Additional Rent shall be due on the 1st day of the month incurred, unless otherwise set forth in this Lease. Late charges and interest will be deemed Additional Rent, if not paid during the calendar month when due.

If any check given by Tenant is returned by Tenant's bank for insufficient funds, Tenant will pay a bad check charge of \$50.00, and will be subject to above described fees for late payment. Thereafter, all of Tenant's payments must be made by cash, certified check, or money order. In the event that Tenant fails to make any payment when due, Landlord shall have the option to require immediate payment of all remaining annual rent for the lease term. Tenant may not withhold any sum or set-off against any rent or Additional Rent for any reason.

2. Security Deposit

Upon execution of this Lease Agreement, Tenant has paid to Landlord One Thousand Six Hundred Fifty Dollars (\$1,650.00) as security which will be deposited in Citizens Bank. Additional security deposit may apply for pets. Refer to Section 13 below. The security deposit, less sums used by Landlord as provided herein, will be returned to Tenant subject to the following conditions:

- a) The full term of the Lease has expired;
- b) Tenant and Tenant's guests and invitees shall not have damaged the Townhome, the Victoria Woods Community or other property of the Landlord or the Victoria Woods Community;
- c) The entire Townhome including electric range, refrigerator, microwave oven, dishwasher, washer, dryer, bathrooms, closets and cabinets, shall be clean and returned in substantially the same condition as at the beginning of the Lease Agreement term less normal wear and tear;
- d) There shall be no stickers, scratches on or holes in the walls, ceilings, woodwork, or flooring. Small nail holes are permitted;
- e) All lights and bulbs shall be operational and work;

- f) There shall be no unpaid rent or Additional Rent, late charges, fees or any other moneys due from Tenant to Landlord;
- g) Tenant shall return all keys and garage door openers to Townhome to Landlord upon vacating by Tenant; and
- h) No items such as trash, furniture, etc. should be left in the Townhome. If not removed by Tenant upon vacating, Tenant will be charged for removal and disposal of the items.

Landlord may deduct from the Security Deposit the cost of compliance with any of the forgoing conditions or other obligations pursuant to this Lease Agreement, which Tenant fails to comply with, including deductions for labor and materials.

Tenant may not elect to use the security deposit as payment for rent that Tenant owes under the Lease.

3. Use

Tenant will use the Townhome only as a primary dwelling. Tenant represents to us that only the following persons (and no others) will occupy the Townhome:

Tenant must advise Landlord immediately in writing and Landlord must provide approval in Landlord's sole discretion of any change in the occupants, subject to applicable law.

There shall be no more than two (2) occupants per bedroom, unless a higher number is permissible according to the U.S. Department of Housing and Urban Development or other applicable local, state, or federal law.

4. Utilities and Services

Tenant shall directly secure and pay for all utilities used in the Townhome, including natural gas and electricity as billed.

Tenant shall pay for water and sewer service, as billed by Landlord or any third party designated by Landlord.

Tenant shall make all payments pursuant hereto in a timely manner. In the event that Tenant fails to make any payment pursuant to this paragraph (or otherwise under this Lease Agreement) when due, Landlord may pay the same and charge the same to Tenant as Additional Rent due immediately.

Tenant shall arrange with the appropriate natural gas & electricity service to be transferred or turned on in the leased Townhome on the first day of the lease term, regardless of actual intended move in date.

Tenant shall keep the utilities for the leased Townhome "on" and continuing to the leased Townhome until the last day of the lease term, as noted above.

Any costs incurred by the Landlord due to Tenant's delayed natural gas & electricity transfer or turn on to the leased Townhome or early utility shutoff before the end of the lease term will be charged to the Tenant as Additional Rent.

Landlord does not provide cable television or internet service to the Townhome as part of the rent.

5. Maintenance, Repairs, and Alterations

Tenant will take good care of the Townhome and will keep the same clean and in good order and repair, less reasonable wear and tear.

- a) Tenant will pay to the Landlord the cost to repair all damage caused by Tenant, Tenant's guests and invitees to the Townhome and Victoria Woods Community. Landlord shall have the right to make such repairs and charge the cost thereof to Tenant as Additional Rent.
- b) Tenant will not abandon or leave the Townhome vacant during the lease term. If at any time during the lease term, Tenant has removed all or substantially all of the permanent property from the premises, the Landlord shall have the right to enter the Townhome in order to clean and redecorate the Townhome without affecting or changing any of the terms of this Lease Agreement, with no abatement to rent.

- c) Tenant will not, without Landlord's written approval:
 - Install any paneling, flooring, built-in decorations, partitions or railings, do any painting or wall papering or make other alteration to the Townhome;
 - Drill into or attach anything to closets, cabinets, floors, walls or ceiling of the Townhome;
 - Install, change or remove any locks, chain-guards, or security systems of the Townhome;
 - Bring into the Townhome any dishwashing, heating, ventilation, dehumidifying or air conditioning units or water-filled furniture;
 - Install any shades, blinds, screens, window guards or signs (other than curtains or drapes) in or outside the windows of the Townhome, or permit any accumulation of refuse in the Townhome.
- d) Tenant will use reasonable care to use and maintain the carpeting in the Townhome in substantially the same condition as delivered to the Tenant, except reasonable wear and tear. If Tenant chooses to clean the carpet during the lease term, Tenant will do so pursuant to manufacturer's specifications. At the end of the lease term, Tenant will pay a one time, non-refundable carpet cleaning fee in the amount of \$125.00. This fee shall be payable as Additional Rent and due with the last rent for the lease term. In the event that Tenant does not pay said Additional Rent for carpet cleaning, Landlord will withhold the same amount from the Security Deposit.
- e) Tenants, their guests and invitees shall park only in the garage and driveway designated for the Townhome. Tenants shall not block or park in any turnaround spots, any roads, or block any access to any other Townhome or in or out of the Victoria Woods Community.
- f) At Landlord's sole option, any or all alterations made by Tenant to the Townhome either shall become the property of Landlord without reimbursement to Tenant or be removed at the end of the lease term and the Townhome restored to its original condition, all at Tenant's expense. Any such costs may be charged to Tenant as Additional Rent.

6. Compliance with Rules and Regulations

Tenant agrees to abide by the rules and regulations for the Victoria Woods Community, a copy of which is provided with this Lease Agreement. Landlord may change these rules and regulations from time to time and provide an updated copy to Tenant. Tenant shall use good and reasonable care in the use of all common and public areas, and property of Landlord and the Victoria Woods Community.

7. Compliance with Laws

Tenant and Tenant's family, guests or visitors are required to comply with any laws or regulations in the Townhome or the Victoria Woods Community. Tenant shall pay as Additional Rent the amount of any fines or penalties, which Landlord is required to pay because of Tenant, or Tenant's family, guests, violation of any law or regulation affecting the Townhome or the Victoria Woods Community.

8. Renter's Insurance

Tenant is required to carry Renter's Insurance on their personal property as Landlord cannot and does not insure Tenant's personal property against loss and damage. Landlord is to be named as additional insured on Tenant Renter's Insurance policy.

9. Laundry Installation and Rental

a) Installation and Liability

Tenant may install and use a washer and/or dryer in the Townhome upon at least three (3) days prior written notice to Landlord. Tenant remains solely responsible for the installation, removal, maintenance, and repair of any washer or dryer. Tenant shall remain solely liable for any damage arising in connection or caused by the washer or dryer, and/or the use and/or installation thereof.

b) Indemnification

Tenant shall, on demand, indemnify, defend and hold harmless Landlord for, from and against any and all claims, damages and losses, including reasonable attorney's fees and other costs and expenses, arising from the use, operation, installation and/or otherwise in connection with any washer and/or dryer in the Townhome or intended for Tenant's use, whether provided by Landlord or otherwise secured by Tenant.

10. Waterbeds, Trampolines, Swimming Pools

Waterbeds, trampolines and swimming pools are not allowed in Tenant's Townhome or on Townhome property.

11. Smoking and Drug Use

Smoking and illegal drug use is not allowed within Townhome or on Townhome property, by Tenant or Tenant's guests.

12. Notice to Vacate at End of Term

Tenant must give Landlord at least sixty (60) days written notice of Tenant's intention to vacate the Townhome at the end of the lease term. If Tenant fails to give this notice, Tenant is in default of the Lease Agreement provisions and may be held liable for at least one additional month's rent, in addition to any other penalties applicable to default.

NOTE: Tenant is not permitted, based on this section, to give Landlord notice that Tenant will leave prior to the end date of this Lease Agreement as stated on page 1.

13. Pets - Dogs and Cats Allowed

There is a maximum two (2) pets allowed. Breed restrictions apply. All pets subject to Landlord approval. Additional Rent of Fifty Dollars (\$50.00) per pet per month shall apply. Additional Security Deposit of Two-Hundred Fifty Dollars (\$250.00) per pet shall apply.

B. OBLIGATIONS OF LANDLORD

1. Utilities and Services

Landlord shall furnish to Tenant a furnace, an air-conditioner, and hot water heater.

Landlord shall furnish to Tenant (via the Victoria Woods Home Owner's Association, Phase III) normal maintenance and repairs to the external walls, structure and roof of the Townhome (unless damage caused by Tenant or Tenant's guest).

If any services are reduced or disconnected because of matters beyond the control of the Landlord, Tenant may not withhold or reduce rent and Tenant's obligations hereunder shall not be affected thereby.

2. Access by Landlord

Landlord may enter the Townhome at reasonable times on notice in order to make repairs, inspect or to show the Townhome to possible or actual purchasers, mortgage lenders, possible future residents, appraisers, workmen or contractors, except as otherwise provided herein.

Landlord respects Tenant's privacy and will attempt to notify Tenant twenty-four (24) hours before entering Tenant's Townhome, except in cases of emergency. Landlord may enter the Townhome at any time without notice or Tenant's consent, at Landlord's sole discretion, in case of emergency.

Tenant acknowledge that in some cases Landlord will need to enter Tenant's Townhome to handle an emergency or make ordinary repairs to another Townhome or part of the building in which the Townhome is located.

If Tenant contacts Landlord to request a repair, then Landlord is not required to notify Tenant of the responding service call.

3. Assignment or Subletting

Tenant may not assign this Lease Agreement or enter into a sublease without Landlord's prior written consent. If approved by Landlord, Tenant will pay a one-month's rent penalty as an administrative fee for said assignment.

If Tenant makes an assignment or sublease, with or without the consent of Landlord, Landlord may collect rent from the new Tenant and credit it to any sums Tenant may owe Landlord under this Lease Agreement. Collection of rent from the new Tenant does not indicate Landlord's consent to the assignment or sublease.

Tenant shall remain liable under this Lease Agreement unless released in writing by Landlord, as determined in Landlord's sole discretion.

4. Condition of Townhome on Renting

Landlord shall deliver the Townhome in good order and repair. Tenant has inspected the Townhome and agrees that the same is in good order and repair.

Tenant accepts the Townhome and all furnishings in their present condition "as is", and Landlord has not promised to do any work as part of Tenant's agreeing to occupy the Townhome.

C. GENERAL OBLIGATIONS

1. Damage to Townhome or to Victoria Woods Community

If the Townhome is damaged by fire, storm or other casualty such that it is uninhabitable, then this Lease Agreement shall terminate as of the date of the casualty and rent shall be paid up to the date of the casualty by Tenant. Upon termination of this Lease Agreement, Tenant shall deliver the Townhome to Landlord together with any sums due to date.

However, if the Townhome is damaged by casualty but remains habitable, then Landlord may so terminate the Lease Agreement or determine that this Lease Agreement shall continue, but Tenant's rent shall be reduced in proportion to the area within the Townhome which is not habitable until the Townhome has been repaired. Deck and other nonessential elements of the Townhome shall not be counted in determining the habitable parts of the Townhome.

If casualty damages any part of the Victoria Woods Community, even if the Townhome is not damaged, Landlord also shall have the option to terminate this Lease Agreement as determined by Landlord.

If the Townhome or any part of the Victoria Woods Community is damaged or destroyed by casualty resulting from any act by Tenant or any of Tenant's family, guests, or visitors, Tenant shall be liable to Landlord for the costs of any such damage and Tenant shall upon demand pay Landlord such costs as Additional Rent.

2. Condemnation

If any or all of the Townhome is taken by a governmental agency or other body having the right to take property, this Lease Agreement shall end on the date of the taking and Tenant shall have no claim for the value of the Lease Agreement or any part of any award for the taking, all of which shall belong to Landlord.

Any rent paid by Tenant after the date of the taking shall be refunded to Tenant, pro-rated to date of taking. Upon termination of this Lease Agreement, Tenant shall deliver the Townhome to Landlord together with any and all sums due to that date.

3. Removal at End of Term

At the end of this Lease Agreement, Tenant will leave the Townhome by 12:00 noon on the last day of the lease term or date of termination, and leave the Townhome in good condition and substantially the same condition as delivered to, Tenant, subject to only reasonable wear and tear, vacuum cleaned.

Tenant will remove all Tenant's personal property from the Townhome. If Tenant fails to leave the Townhome when the Lease Agreement ends, Tenant shall be in default of the Lease Agreement and shall pay rent for any holdover period at the rate per month of 200% of the monthly installments for the immediately previous lease term and also pay Landlord for any and all damages Landlord sustains as a result of the Tenant's failure to vacate the Townhome.

In the event that Tenant vacates the Townhome and leaves behind personal property of any type, Tenant hereby consents to Landlord disposing of such property as determined by Landlord and to immediately pay all costs of such disposal, with interest at the maximum rate allowed by law.

4. Default

Tenant will be in default under this Lease Agreement if Tenant does any of the following:

- a) Tenant fails to pay rent or Additional Rent when due; or
- b) Tenant assigns this Lease Agreement or sublets the Townhome without Landlord's written consent; or
- c) Tenant violates any term of this Lease Agreement, any term of any signed Addendum to this Lease Agreement, the Rules and Regulations or any other agreement between the parties; or
- d) Tenant or Tenant's family, guests, or visitors engage in illegal, improper, or objectionable conduct.

Landlord will give Tenant written notice of default specifying the default and Tenant will have three (3) days to cure the default, except in the event of default in payment of rent or Additional Rent. If Tenant fails to cure the default within the three (3) day period, Landlord shall have the option to terminate the Lease Agreement by giving written notice to Tenant and/or Landlord may turn Tenant over to a collection agency and/or bring legal action against Tenant to recover possession of the Townhome and all amounts Tenant may owe including rent, Additional Rent, expenses incurred in recovering possession, re-renting or repairing the Townhome or Victoria Woods Community, attorneys' fees resulting from attempts to take possession of the Townhome and amounts due under the Lease Agreement, disbursements, penalties and interest.

In the event of default in payment of rent or Additional Rent, Landlord shall have the option to deliver notices as provided above for other defaults or to give a single written notice of default specifying the default and terminating the Lease Agreement effective immediately, and/or Landlord may turn Tenant over to a collection agency and/or bring legal action against Tenant to recover possession of the Townhome and all amounts Tenant may owe including rent, Additional Rent, expenses incurred in recovering possession, re-renting or repairing the Townhome or Victoria Woods Community, attorney's fees resulting from attempts to take possession of the Townhome and amounts due under the Lease Agreement, disbursements, penalties and interest. Tenant shall pay all Landlord's costs and expenses in the enforcement of this Lease Agreement, including all reasonable attorney's fees, costs and expenses.

In the event of default under this Lease Agreement, Landlord may re-rent the Townhome and any rent received shall be applied to all amounts Tenant may owe including rent, Additional Rent, expenses incurred in recovering possession, re-renting or repairing the Townhome or Victoria Woods Community, attorney's fees, disbursements, penalties and interest.

In the event of default by the Tenant under this Lease Agreement, Tenant agrees that Landlord may apply the Security Deposit to any and/or all amounts Tenant may owe including rent, Additional Rent, expenses incurred in recovering possession, re-renting or repairing the Townhome or Victoria Woods Community, or in enforcing the terms of this Lease Agreement; attorney's fees; disbursements; and penalties.

If this Lease Agreement is ended, or Tenant vacates the Townhome before the end of the Lease Agreement term, rent and additional rent for the remainder of the Lease Agreement term will become immediately due and payable. If Landlord is able to re-rent the Townhome to a new tenant before current Tenant's Lease Agreement term has ended, any rent Landlord receives will be applied as credit to the money current Tenant owes.

5. Limited Liability

Landlord shall not be liable for injury or damage to Tenant, Tenant's guests or invitees and Tenant hereby releases Landlord from any such liability. Tenant hereby indemnifies and holds Landlord harmless for, from and against all claims, losses or damages, including all reasonable attorney's fees, costs and expenses, arising from any such injury or damage. In any action against Landlord by Tenant, Tenant's family or guests, recovery shall be limited to liquidated damages in the amount paid by Tenant to Landlord under the terms of this Lease Agreement.

6. Miscellaneous

- a) Tenant represents that all statements made on his/her Application and in this Lease Agreement are true and correct;
- b) If more than one person signs this Lease Agreement, then each person agrees to be jointly and severally liable for all obligations under this Lease Agreement. This means that Landlord can collect the full amount owed hereunder from any one Tenant;
- c) Landlord's failure to enforce any provision of this Lease Agreement shall not prevent Landlord from enforcing the same or any other provision at a later time;
- d) This Lease Agreement may be changed only by a written agreement signed by both parties. The Rules and Regulations may be changed at any time;

- e) This Lease Agreement is binding on Tenant and Landlord and their respective successors, assigns, heirs, executors, administrators and personal representatives;
- f) If any provision of this Lease Agreement is unenforceable, the rest of the Lease Agreement will be unaffected.
- g) This Lease Agreement is and shall be subject and subordinate to all ground and underlying leases and to all mortgages, which may now or later affect such leases or the Victoria Woods Community and to all renewals, modifications, consolidations, replacements and extensions of any leases or mortgages.

7. Waiver of Jury, Counterclaim, and Set off

Tenant waives any right to trial by a jury in any matter, which comes up between the parties under or because of this Lease Agreement. In a proceeding to get possession of the Townhome, Tenant shall not have the right to make a counterclaim or set-off.

8. Bankruptcy, Insolvency

If Tenant assigns property for the benefit of creditors, or Tenant files a voluntary petition or if an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or a Trustee or Receiver of Tenant or Tenant's property is appointed, Landlord may give Tenant thirty (30) days notice of the cancellation of the term of this Lease Agreement. If any of the foregoing are not fully dismissed within such thirty (30) days, the lease term shall terminate as of the date stated in the notice. If the Lease Agreement is so terminated, Tenant shall be responsible for payment of such sums and damages as if Tenant defaulted by non-payment of rent, and Tenant shall pay all sums due pursuant to this Lease Agreement.

9. No Liability for Failure to Give Possession

Landlord shall not be liable to Tenant for failure to give possession of the Townhome when promised. If Landlord fails to do so, this Lease Agreement will remain in effect, but the term shall not be extended. Tenant shall not have to pay rent until possession is given.

10. Addenda to Lease

The following items are attached hereto and made a part of this Lease Agreement:

Victoria Woods Community Rules and Regulations

The parties have entered this Lease on the date first mentioned above, as evidenced by their signatures below.

LANDLORD:

By: _____ Date: _____

TENANT:

By: _____ Date: _____ Witness: _____

Victoria Woods Community Rules and Regulations

Tenant, any persons permitted to live in the Townhome with Tenant, and Tenant's guests must comply with these rules and regulations. Notice of new or changed rules and regulations will be given to Tenant. Landlord need not enforce rules and regulations against other Tenants. Landlord is not liable to Tenant if another Tenant violates these rules and regulations. Tenant receives no rights under these rules and regulations:

1. Animals, Birds, Insects

Except fish or birds kept in a cage, no animals, birds, or insects shall be kept or maintained on any lot or other portion of the property. The Board of Directors of the Victoria Woods Home Owner's Association shall have the right to require any Tenant or Tenant's guests to dispose of any animal, bird or insect, if, in the opinion of the Board of Directors, acting in its sole discretion, such animal, bird or insect is creating a nuisance because, e.g. the Tenant does not clean up after the animal, the animal is too noisy, or the animal is not properly controlled.

2. Residential Use Only

The property shall be used only for residential purposes and purposes incidental and accessory thereto, except as provided in Rule 3 below.

3. No Commercial and Professional Activity on Property

No wholesale or retail business, including any salon, studio, laboratory, home industry or medical or dental office, shall be conducted in or on any lot or other portion of the property without the consent of the Board of Directors, except the conducting of business by telephone. This restriction is not intended to preclude the operation of an in-home office for purposes other than those set forth above.

4. No Oversized, Commercial, Recreational, or Unlicensed Vehicles, Camper Bodies, Boats or Trailers

Unless garaged or otherwise consented to by the Board of Directors of the Association, the following shall not be permitted on the property:

- a) Oversized vehicles (vehicles which cannot be garaged on the property);
- b) Commercial vehicles (vehicles displaying commercial advertising). Whether or not a vehicle is deemed a commercial vehicle will be decided at the sole discretion of the Board of Directors;
- c) Recreational vehicles;
- d) Unlicensed motor vehicles of any type;
- e) Camper bodies;
- f) Boats, jet-skis, or trailers.

5. No Clotheslines

No outdoor drying or airing of any clothing or bedding shall be permitted within the property at any time.

6. No Operation of Snowmobiles, All Terrain Vehicles, or Similar Motor Vehicles

The operation of snowmobiles, all terrain vehicles, or similar vehicles is prohibited within the property unless authorized by the Association's Board of Directors. Motorcycles may be driven onto the property for purposes of ingress or egress from garages only.

7. Storm/Screen Doors

Storm/screen doors are prohibited unless approved by the Architectural Committee. When the Architectural Committee has approved, a storm door is with a Full Visual Window.

8. Garage Doors

Garage doors are to be kept closed whenever possible except for purposes of ingress and egress.

9. Front Doors

The Architectural Committee must approve any alterations.

10. Decks and Patios

No hanging, drying or airing of any towels, clothing, etc. shall be permitted over the edge of the railing of any deck. Only outdoor furniture, deck boxes and flower pots shall be allowed on the decks and patios.

The New York State fire code prohibits the use of open flame (i.e. gas, propane, and wood) burning grills from being used on balconies and decks, or patios of planned communities. All propane, wood, and gas grills are prohibited within 10 feet of anything combustible per the Fire Marshall of the Town of Victor. The fire code allows for the use of electric grills on balconies, patios, and decks.

There are to be no pools, baby pools, or related paraphernalia placed on any deck, patio or common area other than when children are playing with them. All children's toys are to be removed to the interior of the Townhome when play is finished and not stored outdoors at any time.

The installation of deck gates is prohibited, unless the Architectural Committee approves authority for such installation in advance.

11. Playing in the Streets, Driveways of other Unit Owners and all Lawn Areas

Street hockey, ball playing of any sort, and skateboarding are prohibited.

12. Landscaping

Landscaping shall be permitted in the common areas adjacent to a unit only with the prior approval of the Architectural Committee and the submission of a full landscape plan for review. All new planting beds approved and installed within the common areas shall have black edging installed to protect against edge trimming conducted by the landscape company unless approved by the Architectural Committee.

13. Overnight Parking

No overnight parking is permitted on the streets, except as, posted by the Town of Victor. All vehicles must be garaged or parked in a driveway. No parallel parking is allowed in front of any building at any time to allow for emergency access. No vehicles are allowed to be parked on the lawn. Failure to comply with parking regulations could result in towing of the vehicle at the owner's expense and/or a Twenty-Five Dollar (\$25.00) fine per incident.

14. Nothing May Be Impaled on the Brick, Siding, or Roofing

Nothing is to be impaled into the brick, siding, or roofing of a building without Architectural Committee approval.

15. Fans and Air Conditioners

No fans or air conditioners are allowed in windows or window areas, and no air conditioning units are allowed to be installed through the sides of a building.

16. Hose Reels

No hose reels are to be attached to deck railings, siding or brick on the units.

17. Storing of Trash and Recycle Containers

No trash or recycle containers shall be stored on the outside of a unit at any time. Such containers must be stored in the garage. Trash is to be placed out for pick-up no earlier than 6:00 pm on the day before trash collection day. Your containers must be returned to the garage no later than 6:00 pm the night of pickup.

18. Watering of Lawn Areas

All Tenants are encouraged, but not required to water lawns on a regular basis to assist the Association in maintaining the lawn covering throughout the property.

19. Architectural Approval Required

Architectural Committee Approval is required for any new planting beds or other visual changes to the exterior of any unit.

20. Awnings

Awning and canopy installation is not allowed. Temporary shelters such as umbrellas that are not permanently affixed to any structure are allowable.

21. December Holiday Decorations

All Holiday decorations must be removed by January 16.

22. Television and Radio Antennas

No outside television or radio satellite dish or antenna for any other transmission or receiving purposes shall be erected upon any home or other portion of the property without prior written consent of the Architectural Committee.

23. Outdoor Repair Work

No extensive work on any motor vehicles, boats, trailers or other equipment of any kind shall be permitted on the property.

**AUTOMATED CLEARING HOUSE (ACH)
DEBIT AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS**

I authorize Mertensa, LLC to initiate ACH debits from my account for the monthly rent amount of \$1,650.00.

The debit entry will have the effective date of the FIRST (1st) of each month beginning MARCH 1, 2022 and ending with the FEBRUARY 1, 2023 debit (final debit).

In the event that this day falls on a non-business day, the effective date will be the following business day.

If the original ACH debit should be returned by my bank for reason of insufficient funds, I hereby authorize Mertensa, LLC to re-initiate the ACH debit one time only.

This authorization is to remain in full force and effect until Mertensa, LLC has received written notification from me of its termination, or until the final debit has been completed. Written notification must be received by Mertensa, LLC 5 or more days prior to the next scheduled debit effective date.

I have provided the appropriate bank information by attaching a copy of a voided check. If a savings account is chosen, I have provided the correct account information.

Depository Name: _____

Branch Name: _____

City, State, Zip Code: _____

Type of Account: _____ Checking _____ Savings

Routing Number: _____

Account Number: _____

Signature: _____

Date: _____

Name: _____

Ref: 1153 Ridge Crest

NOTE: ALL WRITTEN DEBIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.