

GARDEN HOMES MANAGEMENT CORPORATION

Bedford Lake Apartment Lease

1. **Initial Occupancy.** If the apartment is not ready for occupancy on the date this lease begins, your rent will not begin until we notify you that the apartment is ready for occupancy. We are not liable for any damages or inconvenience suffered by you because of a delay in the occupancy date. It is your responsibility to insure that utilities servicing your apartment are put in your name as of the lease effective date.
2. **Apartment Condition.** In signing this lease, you agree that you have examined the apartment. Unless you advise us to the contrary in writing, specifying your exceptions, you agree that you are satisfied with the physical condition of the apartment and that it is in good order and repair. We have made you no promises as to the condition or repair of the apartment.
3. **Rental Payments and Late Charges.** Your rent is due on the first day of each month in advance. If not received by us by the 10th day of any month, a late charge of 5% or \$50.00, whichever is less, shall be imposed. Landlord may apply any payment Landlord receives from resident first to any other charges, including but not limited to, late charges, legal charges, court costs and disbursements, outstanding costs or charges owed by Resident under this lease and to the oldest remaining rent due and owing regardless of any statement by Residents, written or oral, or any notation on Resident's rental payment or money order to the contrary.
4. **Method of Rental Payments.** For security purposes, you are encouraged to pay the rent by check or money order made out and sent to Garden Homes Management Corp., 29 Knapp Street, P.O. Box 4401, Stamford, CT. 06907 by mail. If your name, address and apartment number are not printed on your rent check, you shall indicate your complex and apartment number on its upper left hand corner so that we may give you proper credit for your rent. All rental payments received by check will be electronically deposited unless you pay by a non-consumer type check. You may opt out of this program. You may also sign up for our Automatic Payment Plan or pay your rent online at our website, www.gardenhomesmanagement.com. We shall not send you any monthly bill. We will accept third party checks as payment on tenant's behalf and not for an unauthorized occupant.
5. **Bad Checks.** If a personal check that you have sent to us in payment of the rent is returned by the bank unpaid, we may elect to electronically re-present your check up to two more times. You shall be responsible for an additional returned check charge of \$20 for each time it is returned, which may also be collected electronically along with any late charge due.
6. **Eviction for Non Payment.** If you fail to pay the rent by the 10th day of the month when due, we may at any time thereafter sue you for the rent and institute proceedings to evict you from the premises or use any other legal remedy available to us to collect the money or acquire possession of the rented property. If we proceed with an eviction action, we shall have the right to have rent and any other moneys due as well as reasonable attorneys' charges paid by you. In the event we proceed with any formal action to collect any amount due and owing from you, you agree to pay reasonable attorneys' charges in connection with that action, plus all actual costs expended by us in connection with that collection action.
7. **Eviction for Other Violations.** If you fail to carry out any of the other provisions of this lease, we may give you not less than ten days' written notice to comply with them. If you fail to comply with our notice within the time so specified, we may then cancel your tenancy but you shall continue to be liable to us for any cost or losses we incur as a result of your failure to comply with this lease. These costs and losses shall include any reasonable attorneys' charges that we incur in connection with our action to enforce this lease, including costs of eviction if it shall be necessary to the extent permitted by the court.
8. **Landlord Right of Entry.** For the protection of all residents of the complex, you agree that we and our agents, employees or other representatives, shall have the right to enter into the apartment during reasonable hours for the purpose of repairs, maintenance and inspection. However, this clause shall not be construed to create an obligation on our part to make inspection or repairs. Except in the event of an emergency, we shall give not less than ten days' advance written notice of our intention to enter the apartment for repairs, maintenance or inspection including our reason for such entry. If you are not present, our agents and employees may use a master key or forcibly enter the apartment without liability to you for such entry.
9. **Occupancy.** The apartment may be occupied only for residential purposes by you and the persons whose names are indicated in the application for lease as completed by you. You may not permit any other person to occupy the apartment unless you have received the express written consent of the landlord. You may not assign this lease or sublet the apartment to any other person. If you violate this provision, this lease will end immediately, you will vacate the apartment at once, forfeit your security deposit to us as liquidated damages, and you will be held responsible for any other applicable charges as specified in this lease. You must notify the landlord in writing when any child in occupancy reaches the age of 18 years old. Residents with visitors staying in the apartment more than 3 days but less than 14 days (does not have to be consecutive days) must provide the superintendent with a letter identifying visitors by name, relationship, and the length of their stay. Visitors exceeding the 14 day period are no longer considered visitors and must submit an occupancy application to the Stamford office for review and approval. Changes in occupancy or contact information (phone numbers, email addresses, mailing addresses) must be submitted to the Stamford Office in writing.
10. **Behavior.** You, those who occupy the apartment with you, and your guests, will comply with all rules which we issue and which are necessary for the care, safety, and cleanliness of the apartment and for the comfort, quiet, and convenience of other tenants in the

same residential development. While loud noises are never permitted, including but not limited to loud parties, excessive volume of radios, TV's and musical instruments, the hours between 10:00 PM and 8:00 AM shall be treated as very quiet hours. The following are grounds for immediate termination of tenancy: any activity, criminal or otherwise, that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents; any activity, criminal or otherwise, that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises; any activity, criminal or otherwise, that threatens the health or safety of any service or management staff responsible for servicing the premises; or any drug or alcohol related activity, criminal or otherwise, on or near such premises, engaged in by the resident, any member of the resident's household, or any guest or other person under the resident's control.

- 11. Smoking.** Smoking is prohibited in any area of the property, both private and common, whether enclosed or outdoors. The policy applies to all tenants, guests, and service persons. The term "smoking" means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette or any other type of smoking product in any manner or in any form.
- 12. Care of Apartment.** You will take good care of the apartment and all of the appliances that we have provided for your use. If you damage the apartment or appliances provided by us, you will be responsible for the cost of the necessary repairs or replacement. You are responsible for the installation and maintenance of your telephone and cable television services in the apartment. Cable or internet service installation should be scheduled Monday to Friday between 9:00 am and 3:00 pm. You will pay a fee for after-hours appointments. We must have 24 hours advance notice. You will not install any outside radio, satellite dish or television antenna or have a waterbed, clothes washer or clothes dryer in the apartment (unless hook ups are provided), or make any repairs, changes or connections to the plumbing, heating, or electrical systems. If the apartment has a water-saving showerhead or water-saving aerators in the sink faucets when you move in, you may not remove or disable these devices. You will use plumbing fixtures only for their intended purpose and will not throw any improper material or objects into the plumbing fixtures. You will be held responsible for the cost of repair if a foreign object is found in the bathroom or kitchen plumbing fixtures. You shall immediately report any water leaks such as toilets, faucets, appliances, windows, roofs, etc. to the Stamford office. You will not use any electric appliances that are dangerous or that do not use ordinary electrical plugs. You will not make any physical changes to the apartment or place any wallpaper or wall covering materials on its walls. You will not attach any type of stick-on picture hooks. You will not paint the apartment without our prior written consent. If permission to paint is given, you must use white or off white. No color paint is permitted. You will not dry or display any laundry outside the apartment unless we provide you with an area to do so. You will not bring into the apartment anything which increases the cost of fire or liability insurance which we keep on the property. Outdoor grills are prohibited. You will comply with all governmental laws and regulations. When you vacate the apartment, you will leave it in as good condition as it was when you first occupied it except for reasonable wear and tear. You will hold us harmless from any liability arising from any injury or damage caused by you, those who occupy the apartment with you, or your guests.
- 13. Pets.** Pets are not permitted. If you violate this rule, you will pay us a \$5.00 surcharge for each day that the pet is kept in the apartment. Such violations will be grounds for termination of tenancy.
- 14. Smoke Detectors.** In accordance with the fire safety code, it is your responsibility to check the smoke detector(s) weekly to be sure they are in proper working order. Management will replace smoke detector batteries on a regular basis and you will provide access to the apartment at such times. You are also responsible for notifying management in writing if your smoke detector is broken. Removal of or tampering with smoke detectors is prohibited and subject to a \$500.00 fine.
- 15. Motor Vehicles.** You, those who occupy the apartment with you, and your guests, may not keep any unregistered, unused, or inoperative motor vehicle or trailer in any parking lot provided by us. Spaces in the parking lot are individually assigned. Parking in other assigned spaces, blocking a dumpster or parking in the fire lanes is prohibited and such vehicles will be towed at owner's expense and subject to a \$50.00 charge per occurrence. Maintenance or washing of vehicles is also prohibited in any parking lot owned by us. During and after snowstorms, all vehicles must be moved to allow for snow removal. Motorcycles must be stored off-site during the winter months.
- 16. Locks.** You may not install any locks on the doors leading to the apartment and you may not change any existing locks. You will return all keys, including mailbox keys, parking permits and gym keys to us at the end of the rental period. You will be charged for any lost keys that need to be replaced. You will be charged if you lock yourself out of your apartment and we unlock the door for you or if you make an unauthorized change of any door locks.
- 17. Refuse.** You will dispose of all refuse in the proper garbage or recycling containers. Trash is not to be left in hallways for disposal at a later time. No dumping of furniture, mattresses and the like is permitted. You are responsible for the removal of large items from the property. If any large items are left in or around the dumpster area, you will pay a removal charge of \$100 per item. You will not litter on the premises.
- 18. Common Areas.** You will not block any sidewalks, halls or stairways and you will not use them except to go to and from the apartment. You will not hang or shake anything from any windows, balconies, halls or stairways. You will not leave the door to the building unlocked unless it is normally unlocked. Children are to be supervised at all times. You will not allow children to play in parking lots, common hallways or common grounds unless there is a designated play area.

- 19. Storage Areas.** We do not offer storage. If you presently have personal property in a storage area, attic or crawl space it is at your sole risk. You will keep the area clean to avoid a fire hazard. We will not be liable for any loss, damage, or injury, which may occur to your property while it is in such storage rooms. You shall remove any property in storage upon ten days' notice from our office. If not removed, such property shall be deemed abandoned and will be disposed of by us.
- 20. Renewal Lease.** In the event that we offer you a renewal of this lease, you will answer us within 30 days prior to the expiration of your present lease by either signing the renewal lease that we have offered you or advising us in writing that you plan to vacate the apartment when this lease ends. If you decide to vacate your apartment at any time during your tenancy, you will provide a minimum of 30 days written notice of your intent to vacate to the Stamford Office and agree to pay rent through the last day of the month in which you remain in the apartment.
- 21. Month to Month Tenancy.** If you will continue to occupy the apartment when this lease has expired, you will become a month-to-month tenant subject to the same terms and conditions as provided in this lease except for the rent, which will be at the new monthly amount that we have advised you of in writing as stated in the renewal lease offered to you plus a \$25 monthly surcharge for the privilege of occupying the apartment on a month-to-month basis. You will give us 30 days written notice of your intent to vacate during your month to month tenancy and agree to pay rent through the last day of the month in which you remain in the apartment.
- 22. Abandonment of Apartment.** If you remove a substantial portion of your furniture and furnishings from the apartment at any time before the end of the term of this lease and do not first notify us in writing that by this removal you are not abandoning your apartment, we will have the right to consider your apartment and any items of personal property still remaining there as abandoned even if you have not returned the keys to the apartment to us. In connection with this, we have the right to remove your property without liability to you for any loss or damages.
- 23. Landlord Not Liable for Damages.** We will not be liable for any damage or injury to you or any other person or to property for any reason including but not limited to water, rain, steam, snow, gas, or electricity which may leak into or enter the apartment or the building in which the apartment is located. We will not be liable for any damage or injury to you or any other person or to property as a result of any broken pipes, plumbing, or electrical lines which are in the apartment or the building in which the apartment is located. In the event you become aware of any damages or any condition in either your apartment or the common areas of the property which you regard as unsafe, you will give us written notice of such condition so that we can inspect and correct it. We will not be liable for any loss of property, vehicles or injury to you or any other person that occurs as a result of any burglary, robbery, theft, or other wrongdoing committed by any person. We recommend that you purchase renter's insurance for protection.
- 24. Damage by Fire.** In case the apartment is damaged by fire or other causes through no fault of yours so that you cannot continue to occupy it, this lease will end and you will vacate the home within ten days from the date of damage and your rent will be apportioned to the date the damage occurred. If, however, you continue to occupy the home for more than ten days after the damage occurred, you will continue to pay the full rent. If the damages by fire or other causes was brought about by you or your guests' actions or negligence, you will be held financially responsible for all costs and repairs.
- 25. Move Out Inspection:** At the termination of your tenancy, for whatever reason, you shall have the right to request and attend an inspection to take place between 1 and 2 weeks before you vacate the home. We will provide you with no less than 48 hours written notice of the inspection date and time. Within 3 days of the inspection, we will provide you with an itemized statement listing the repairs/cleaning required and the costs for which you will be charged if the items are not completed by you prior to vacating. Within 14 days of your vacating the premises, we shall refund your security deposit to you along with an itemized statement of repairs/cleaning not completed by you along with any new items discovered once all of your personal belongings have been removed from the premises. The costs of these items (if any) will be deducted from your security deposit.
- 26. Move Out Charges.** If the apartment is not left in good condition, with normal wear and tear excepted, the charges listed on Addendum "Common Security Deposit Deductions" attached to this lease will be made against your security deposit account upon vacating the premises.

During the initial term of the lease, if the apartment is abandoned or vacated, or the lease is otherwise terminated due to your failure to abide by its terms, you shall immediately forfeit your security deposit and the following charges will be assessed in addition to those specified above.

1. The cost to repaint the apartment.
2. The cost to shampoo the carpet.
3. The cost to clean the apartment.
4. The sum of all rent, utility and other charges due through the date of re-occupancy of the apartment.

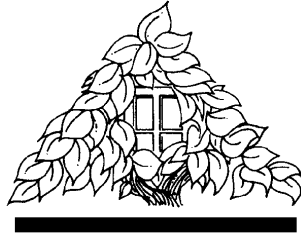
Failure to pay all charges due after your security deposit has been applied will result in collection proceedings and the debt will be reported to the relevant Credit Bureaus.

- 27. Security Deposit.** You may not use your security deposit to pay for your last month's rent. We will return the security deposit to you when this lease ends and you have vacated the apartment and returned the keys so long as you have paid the last month's

rent of your lease term or month to month tenancy and have carried out all of the terms of this lease. We will pay you interest on your security deposit in accordance with state law. In the event that you fail to pay the rent and/or additional charges, or fail to carry out the other terms of this lease, we will apply all or a portion of the security deposit for any of these purposes. Tenant is not considered moved out until all keys have been returned.

- 28. Notices.** Any notice by either party to the other shall be in writing and shall be either delivered personally or mailed postage prepaid to you at your apartment and to ourselves, Garden Homes Management Corporation, at 29 Knapp Street, P.O. Box 4401, Stamford, Connecticut 06907.
- 29. Lease Binding.** The provisions of this lease will bind you and us and our respective successors, heirs, legal representatives and assigns.
- 30. Governmental Rules and Regulations.** In addition to our Guidelines, you will also comply with all rules, regulations, ordinances and laws of the municipal, county, and state governments or public authorities and of all their departments, bureaus and subdivisions applicable to and affecting the leased space during the term of this lease. You shall promptly comply with all orders, regulations, requirements and directives of 911, local, state and federal authorities.
- 31. Landlord's Reservation of Rights.** We reserve the right to locate and maintain, on, under and across the leased space, such utility line facilities as may be necessary or convenient to serve you and other tenants in the complex including water lines, television lines, sewer lines, gas lines and such facilities as needed. Exercise by us of such reserved right shall not unreasonably interfere with your use of leased space.
- 32. Subordination of Lease and Power of Attorney.** You agree that this Lease is automatically subject and subordinate to any renewal of any mortgage or mortgages now on the premises or any new mortgage or mortgages. You agree, upon our request, to sign any paper or papers which we may deem necessary to accomplish subordination.
- 33. Saving Clause.** In the event that any provision or portion thereof shall be determined to be unenforceable, the balance of such provision and all other provisions hereof shall continue to be in full force and effect.

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GARDEN HOMES MANAGEMENT CORPORATION

29 Knapp Street, P.O. Box 4401,
Stamford, Connecticut 06907
(203) 348-2200 - Fax (203) 967-8372

www.gardenhomesmanagement.com

Apartment Rentals Addendum "Common Security Deposit Deductions"

Animal Clean Up	Starting at \$50-\$75 + Excessive Cleaning/Flooring Damage
Appliance Replacement	Micro: \$235; D/W: \$400; Stove: \$500; Fridge: \$600
Kitchen Cabinet/Drawer Replacements	Cost per Item
Carpet Cleaning: Professional	Starting at \$200/apt
Carpet Patches	\$85/ea
Carpeting/Flooring Replacement	Starting at \$200-300/room
Ceiling Fan Replacement	150/ea
CO2/Smoke Detector Replacement	\$65/ea
Counter Damage	Small: \$200/ea; Large: \$350/ea
Door Trim Damage	\$150/ea
Doors/Interior	\$100/ea
Doors/Storm or Exterior Door	\$300/ea
Dumpster Charges	20-yd: \$300/ea; Larger: \$400-\$500/ea.
Extermination Charges	\$300/visit
Extra Cleaning Hours: Staff	Starting at \$250/apt.
Faucet Aerators Replacement	\$50/ea
Floor Register Replacement	\$15/ea
Furniture Removal	\$100/item; Sofas/Large Items: \$250/item
Keys Not Returned At Move Out	Full set: \$250; Apt/Mailbox: \$50/ea; Gym: \$100/ea.
Kitchen Appliances/Bath Fixtures: Dirty	\$40-\$50/appliance or fixture
Light Fixture Replacement	75/ea
Parking Permit/Sticker	\$25/ea
Porch Railings	150/ea
Shelving Damage	\$50-\$100 (depending on size)
Shower Head Replacement	\$75/ea
Trash Removal	\$25/bag
Wall Repairs	\$50/hole or patch
Walls/Ceilings: Clean Smoker's Damages	Starting at \$500/apt
Walls: Painted, Colored, Stickered	\$200/wall \$400/room
Window Blind Replacement	Sm:\$10/ea; Med: \$25/ea; Lg: \$35/ea and up
Window Screen Repair/Replacement	Interior: \$30/screen; Storm door: \$45/screen
Window Sills	\$50/ea
Window Trim Damages	\$25/ea; \$100/window

9/1/2019

* These charges are based on average repair or damage. This list has been prepared for your information only and is not all-inclusive. Actual charges may vary and excessive damage or damage to items not listed here may incur additional costs.