



RESIDENTIAL LEASE AGREEMENT MICHIGAN

Welcome to Woodland Gardens, a Beacon Management apartment community. We are committed to doing our best to provide a quality living environment and have you take pride in your new home. You will be treated fairly, honestly and courteously by a team of caring and qualified people.

This Residential Lease Agreement ("Lease") is a contract, which sets forth your rights and obligations as a resident of the community and our rights and obligations as the manager of the community.

Manager

Name: Beacon Management
 Address: 1985 Cedar Bridge Ave
 Attn: Michigan Portfolio
 City: Lakewood St: NJ Zip: 08701
 Telephone: (248) 799-9151

Resident Names

Name: Andrea Kenealy
 Name: Michael Kenealy
 Name:
 Name:
 Name:
 Name:

The words "we", "us" and "our" in this lease mean the Manager.

The words "you" and "yours" in this Lease mean all of the Residents listed above, and also include any occupants listed in paragraph 3 below.

We agree to rent to you, and you agree to rent from us the apartment known as:

Community Name: Woodland Gardens
 Apartment Address: 4808 WOODLAND APARTMENT 115
 City: Royal Oak State: MI Zip: 48073

The word "Community" in this Lease means the entire apartment complex. The word "Apartment" means your apartment identified above. The addresses set forth above for us and for you are the addresses where notices are to be sent under this Lease.

Lease Terms:

From: 6/21/2016
Lease Start Date

To: 6/30/2017
Lease End Date

(unless earlier terminated pursuant to this Lease)

Lease Type:

Standard

Monthly Rent:

Rent \$885.00
Lease Surcharge \$35.00

Net Rent \$920.00
Monthly Rent Due)

Pro-rated Rent \$307.00
From: 6/21/2016 To: 6/30/2016

Deposits (Refundable)

Security Deposit \$1,380.00

Other Charges (Non-refundable)

Admin Fee \$100.00
Application Fee \$50.00
Background Check Fee \$50.00

Agreed and Understood:

Resident Initial: _____ Date: _____

Resident Initial: _____ Date: _____

Resident Initial: _____ Date: _____

Resident Initial: _____ Date: _____

Resident Initial: _____ Date: _____

Resident Initial: _____ Date: _____

1. Part A of this Lease sets forth our obligations as Manager:

1. Utilities and Amenities:

Water/Sewer will be billed to you by a third party vendor and will be charged directly to your rental account. The "RUBS" system of billing is based on the number of occupants within each apartment home. For more information on this billing system, you may consult Landlord. Usage for the common areas will not be billed to our residents and will continue to be paid by the community. Usage for common areas is estimated at 2-3% of overall water/sewage usage for the community, but Landlord will absorb no less than 10% of the water/sewage expense. Landlord reserves the right to increase or decrease its percentage of the water/sewage expense for any reason, but shall not decrease its percentage below 10%. The third party vendor may assess a small administrative charge for servicing your account, which may increase or decrease from time to time, based upon the policies of the third-party vendor and its agreements with Landlord. In the event you fail to pay the water/sewer charges timely, the landlord may impose a late fee or other charges to your account. You may contact management for a determination of these fees. If you fail to pay the water/sewer account timely for at last 60 days, your account will be deemed in default and subject to all applicable terms under the lease agreement.

- 2. **Return of Security Deposit:** Your security deposit will be returned to you after your Lease has ended and if you have met the following conditions:
 - a. You have vacated your Apartment;
 - b. You have paid the rent and other charges due under the Lease;
 - c. You have given us proper notice of your leaving;
 - d. You have removed all of your personal property and have left the Apartment in good and clean order, except for ordinary wear and tear.

If we retain some or all of your security deposit, we will notify you at the forwarding address you provide of the reason we withheld part or all of your security deposit. We will send you notice and/or return your security deposit within the time set forth in the State Law Provisions attached to this Lease.

- 3. **Entering the Apartment.** We may enter your Apartment in order to make repairs or inspect or to show the Apartment to possible or actual purchasers, mortgage lenders, possible future residents, appraisers, workmen or contractors. We do respect your privacy and will attempt to notify you before entering your Apartment, except in cases of emergency. We may enter the Apartment at any time without your consent, at our sole discretion, in case of emergency. You acknowledge that in some cases we will need to enter your Apartment to handle an emergency or make ordinary repairs to another apartment or part of the building in which the Apartment is located. If you contact us to request a repair, then we are not required to notify you of our responding service call.
- 4. **Repairs.** We will promptly respond to your maintenance requests and will correct any routine maintenance items within a reasonable amount of time, taking into account the nature of the maintenance request. However, our responsibility to make repairs is limited as described in Part C, Section 9 below.
- 5. **Insurance.** We will insure the Community in accordance with reasonable commercial practices.

Please note that we do not insure your personal property, and you must obtain renter's insurance in order to have coverage for your personal property. Note also that our insurance will not cover your time and inconvenience in the event of damage or destruction to the Apartment or the Community.

Agreed and Understood:

Resident Initial:_____	Date:_____	Resident Initial:_____	Date:_____
Resident Initial:_____	Date:_____	Resident Initial:_____	Date:_____
Resident Initial:_____	Date:_____	Resident Initial:_____	Date:_____

6. **Delivery of Possession.** We will deliver the Apartment to you as of the beginning date of the term. If the Apartment is not ready for you to move in as of that date, you may terminate this lease. Alternatively, if you wish to wait until the apartment is ready, you will not have to pay rent until we notify you that the Apartment is ready. When we notify you that the Apartment is ready, your obligation to pay rent shall begin.
7. **Condition of Apartment and Community** . The Apartment will be clean and habitable and prepared to your satisfaction when you move in. Subject to your obligations set forth in Part B, Section 6, we will maintain the Apartment in habitable condition during the term of the Lease. We will maintain common areas and parking areas within the Community.

2. Part B of this Lease sets forth your obligations as Resident:

1. **Rent**. You agree to pay us rent in the amount set forth above (on page 2). Rent must be paid in monthly installments on the 1st day of each month. Rent must be paid in full and no amount may be subtracted from it.

All rent and security deposit payments must be made by check or money order. Rent must be paid at your community rental office, or at such other place as we may notify you in writing.

Any sum you are required to pay us under this Lease in addition to monthly rent shall be additional rent.

Late Fees. If you fail to pay the rent in full before the end of the 5th day of the month, you will pay us, as additional rent, a late fee of 10% after the 5th of the month and an additional 5% if you pay after the 15th of the month. The late fee is due on the 6th of the month and any additional late fee is due on the 16th of the month.

All interest and late fee charges are subject to ownership's collection policies.

We do not waive the right to require payment of rent in full on the date it is due.

Returned Checks. You will pay us, as additional rent, a fee of \$45 for all returned checks. If your rent check is returned, you will pay the rent and the applicable late fees and charges by money order or certified check. If your rent check is returned more than 3 times in any 12 month period, we may require that you pay all rent and other charges by money order or certified check.

Habitual Late Payment of Rent. You acknowledge that your habitual late payment of rent is a material default under this Lease, even if you eventually pay the rent. We are entitled to terminate the Lease for your failure to pay rent on time on more than 2 occasions within any 12 month period.

2. **Security Deposit**. You have deposited with us the amount set forth above (on page 2) as a security deposit. Your security deposit will be held in an account in

Interest on your security deposit, if any, will be paid in accordance with our policy and applicable state law, as set forth in the State Law Provisions attached to this Lease.

Payment of interest on your security deposit may be modified in accordance with changes to state laws, and we will notify you of any such changes.

You may not elect to use the security deposit as payment for any rent that you owe under the Lease.

3. **Use.** You will use the Apartment only for dwelling purposes. You represent to us that the following persons (and no others) will occupy the Apartment:

Andrea Kenealy

Kenealy Kenealy

You must advise us immediately in writing of any change in the occupants. Subletting the Apartment requires our consent as described in Part B, Paragraph 4 below.

4. **Assignment and Sublet.** You will not assign (i.e. transfer) this lease or sublet the Apartment without our written consent. If you assign the Lease or sublet the Apartment, you will not be relieved from your obligations (including paying rent) under this Lease. Check with your Community regarding conditions and fees, which apply when you ask us to consent to an assignment or sublease.
5. **Utilities.** You are responsible for paying for all utilities. You are responsible for setting up all accounts in your name prior to move in and terminating all accounts prior to move out. You will be charged for your utility usage either directly by the utility or by us or our agent. All utility charges charged to you by us or our agents are considered additional rent. Sub-metering or ratio utility billing systems will only be used where they are not prohibited by law.

You will pay all utility bills incurred during the term of the Lease by the stated due date, including any deposits, fees and increases as billed by the utility provider, (or by us or our agent in the case of utilities billed to you by us or our agent). If you fail to pay any utility bills charged to you by the utility company and we are held responsible for payment, you will pay as additional rent (collectible as rent) the amount of the utility bills, together with any applicable service charges or penalties. Furthermore, if you fail to pay any utility bill, we may pay the same on your behalf by deducting the amount of the unpaid bill from your security deposit, which you will be required to immediately replenish when billed and the same shall be considered as additional rent (collectible as rent). Your failure to make payment for utilities in a timely manner is a substantial and material breach of the Lease.

We may modify the method by which utilities are provided or billed to you (such as installing a submeter or adjusting the billing formula) on sixty (60) days prior written notice to you.

Beacon Management shall not be liable for any loss or damage resulting from outages, interruptions, or fluctuations in utilities provided to you except as provided by law.

6. **Maintenance, Repairs and Alterations.** You will keep the Apartment and equipment and appliances in clean, orderly and safe condition. You will not do or permit to be done

any repairs, alterations, additions, improvements, painting, decorating or wallpapering in the Apartment or in the Community without our prior written consent. If you make any alterations or additions without our consent, we can require you, at your cost, to remove the alterations or additions and return the Apartment to its condition prior to the alterations or additions. If you make any alterations or additions with our consent, those installations will become our property. If you or your family, guests, visitors or pets damage the Apartment or the Community, you will pay us upon demand the cost of such repairs as additional rent.

7. **Compliance with Laws.** You will comply with all laws and regulations concerning the Apartment and the Community. You will also require your family, guests or visitors to comply with any laws or regulations in the Apartment or the Community. You will pay us as additional rent the amount of any fines or penalties we are required to pay because you or your family, guests, visitors or pets violate any law or regulation affecting the Apartment or the Community.
8. **Compliance with Rules and Regulations.** You agree to comply with the Community Rules and Regulations, which are attached to this Lease. We may, upon thirty (30) days' notice to residents of the Community, modify the rules, add new rules or delete rules. The Community Rules and Regulations are made a part of this Lease and a breach of any Community Rule or Regulation will be a default under this Lease.
9. **Peaceful Enjoyment.** You will conduct yourself and require your family, guests and anyone you invite into the Community to act in a manner that will not disturb your neighbors' peaceful enjoyment, the Community staff or the operation of the Community. You agree not to make loud noises, disturbances, nuisance or do anything else which interferes with or disturbs the rights, comfort or convenience of other residents or which interferes with or disturbs the Community staff. We are entitled to determine in our sole judgment whether you have violated this section.
10. **Renter's Insurance.** You are urged to carry renter's insurance on your personal Property, as we cannot and do not insure your personal property against loss.
11. **Pets.** Pets are not allowed in your Apartment or on the Community grounds without our written approval. Having an unauthorized pet in the Apartment or on the Community grounds is a substantial default under this Lease, except for guide dogs or other assistance animals for disabled residents.

If we have given permission for you to have a pet in the Apartment, see the Pet Agreement attached to this Lease for our permission and the terms and conditions that apply.

3. Part C of this Lease sets forth other provisions and other obligations of yours and ours.

1. **Damage to Apartment or Community.** If the Apartment is so damaged by fire, storm or other casualty that it is uninhabitable, then this Lease shall end as of the date of the casualty and rent shall be paid up to the date you vacate the Apartment. However, if the Apartment is damaged by casualty but remains habitable, then this Lease shall continue,

but your rent shall be reduced in proportion to those rooms within the Apartment which are not habitable until the Apartment has been repaired. Decks or balconies and other nonessential elements of the Apartment shall not be counted in determining the habitable parts of the Apartment.

If any part of the Community is damaged by casualty, even if the Apartment is not damaged, we have the right upon thirty (30) days' notice to you to end this Lease. The Lease will end as of the date specified in our notice to you and you will vacate the Apartment on or before that date.

If the Apartment or any part of the Community is damaged or destroyed by fire or other casualty resulting from any negligent act by you or any of your family, guests or visitors, you are liable to us for the costs of any such damage and you shall upon demand pay us such costs as additional rent.

2. **Condemnation.** If any part of the Community is condemned by a governmental authority, we have the right upon thirty (30) days' notice to you to terminate this Lease. The Lease will terminate as of the dates specified in our notice to you and you will vacate the Apartment on or before that date. You will not be entitled to any payment from the government because of such condemnation except for moving expenses, if applicable.
3. **Notice to Vacate at End of Lease Term.** You must give us at least 60 days written notice of your intention to vacate the Apartment at the end of the term. If you fail to give this notice, you will be held liable for rent for the period for which you failed to give us notice. Please note that you are not permitted based on this section to give us notice that _____ you will leave prior to the end date of this Lease (on page 2).
4. **End of Lease Term.** You shall vacate the Apartment at the end of the term of the Lease. You must remove all items of personal property and leave the Apartment in good and clean order, except for ordinary wear and tear. Failure to leave the Apartment in good and clean order, except for ordinary wear and tear, may result in our retaining part or all of your security deposit and assessing charges for damages in excess of the security deposit amount. Any personal property you leave behind after you vacate the Apartment shall become our property and we may dispose of that property at your cost, as permitted by law. _____
5. **Failure to Vacate at End of Lease Term.** In the event you do not vacate the Apartment at the end of the term, we may use legal process to remove you. Or, if we accept rent for any period after the end of the Lease term, then you shall be deemed a holdover Resident and your tenancy shall be month-to-month, with monthly rent at Market Rate plus an additional monthly fee of \$200 .

_____ Either you or we can terminate the month-to-month lease as of the last day of any calendar month by giving one calendar month's written notice to the other party.

6. **Default.** You will be in default under this Lease if you do any of the following:
 - a) You fail to pay rent or additional rent on time; or
 - b) You assign this Lease or sublet the Apartment without our written consent; or

- c) You violate any term of this Lease or the Rules and Regulations or you fail to do the things you agree to do under this Lease; or
- d) You or your family, guests or visitors engage in illegal, improper or objectionable conduct.

Consequences of Default. If you are in default under this Lease, we may terminate this Lease by giving written notice to you in accordance with local law. The Lease will end on the date given in our notice to you. On or before that date you must leave the Apartment and give us the keys. However, you remain responsible for all rent, additional rent and other charges.

If your Lease is terminated or you fail to pay rent or additional rent on time, we may turn you over to a collection agency and/or we may bring legal action against you to recover possession of the Apartment and any money you owe us.

Consequences of Early Termination of Lease. Please check the State law Provisions attached to this Lease and with your Community office for any special policies or laws, which may allow you to terminate your Lease early.

If the Lease is ended or you vacate the Apartment before the end of your Lease term, rent and additional rent for the remainder of the Lease term will become immediately due and payable. If we re-rent the Apartment to a new resident before your Lease term has ended, any rent we receive will be applied as a credit to the money you owe us. You will be responsible for a turnover fee to reimburse us for the costs of making the Apartment ready for a new resident at an earlier date than we planned, including but not limited to, repainting, repairing and advertising costs.

7. **Legal Expenses.** If permitted by law, you will reimburse us for all of our court costs and reasonable attorneys' fees we incur as a result of any legal action we bring against you for any reason (including an action for eviction or an action for your failure to comply with any of your obligations under this Lease). Such costs and fees will be additional rent.
8. **Notice.** If you wish to give us notice, you must do so in writing and by personal delivery or certified or registered mail, return receipt requested, at the Community address listed on the first page of this Lease or at such other address as we may, from time to time, designate.

If we wish to give you notice, we, (or our agent or attorney) may do so by delivering the notice to your Apartment or by mailing the notice to you at your Apartment. If more than one person is listed as Resident, one notice will be sufficient for all Residents.

9. **Limited Liability.** We are not liable for any loss, expense or damage to you, your family, friends or invitees for any personal injury or property damage, unless such damage or injury resulted from our negligence or the negligence of our employees, contractors or agents. Our failure to make repairs or to make repairs on time or to otherwise perform as required by this Lease is excused in all circumstances when caused by natural disaster, labor disturbance or other events beyond our control.

10. Miscellaneous.

a) You represent that all statements you made on your application and in this Lease are true and correct. You will be in default under this Lease if any statement you made is or becomes untrue.

b) If more than one of you signs this Lease, then each of you agrees to be jointly and severally liable for your obligations under this Lease. This means that we can collect the full amount of rent owed from any one of you.

c) Our failure to enforce any provision of this Lease shall not prevent us from enforcing such provision at a later time.

d) This Lease may be changed only by a written agreement signed by both parties, except the Community Rules and Regulations (attached to this Lease) which may be modified by us as described therein.

e) This Lease is binding on you and us and our respective successors, assigns, heirs, executors, administrators and personal representatives.

f) If any provision of this Lease is unenforceable, the rest of the Lease will be unaffected.

g) This Lease 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 Community and to all renewals, modifications, consolidations, replacements and extensions of any leases or mortgages.

h) We are the property manager and agent for the Owner. The Owner address is:

1985 Cedar Bridge Ave Suite 1
Lakewood, NJ 08701

11. **Attachments.** The schedules, addenda or agreements marked with an "X" are attached hereto and are made part of this Lease:

State Law Provisions

Pet Agreement

Community Rules & Regulations

Pet Rules & Regulations

Recreational Facilities Waiver

Pet Policy

Lead Based Paint Disclosure

Furnished Apartment Agreement

Mold Disclosure

Clothes Care Smart Card

Consent to use Photo/Video for advertising

Parking Agreement

Co-Signer Guaranty (Individual or Business)

Pool Addendum

Resident Consent for Release of Personal Property and Deposits

Basement Storage

Satellite Antenna and Dish Agreement

Storage Agreement

Roommate Addendum

Concession Addendum

Late Fee Addendum

Garbage Disposal Agreement

Dishwasher Agreement

Sidewalk & Lawn Addendum

Renter's Insurance/ Opt-Out Payment Addendum

You (Resident)

Andrea Kenealy **Date**

Michael Kenealy **Date**

Date

Date

Date

Date

**Beacon Management
(Manager, as Agent for Owner)**

Date

STATE LAW PROVISIONS MICHIGAN

1. Interest on Security Deposit.

Michigan law does not require us to pay interest on your security deposit.

2. Return of Security Deposit.

If we withhold some or all of your security deposit, we will notify you within thirty (30) days after you move out, and we will include an itemized list of damages and the estimated costs of repair. Your security deposit, or the balance remaining after allowed deductions, will be returned to you within thirty (30) days after you move out. As required by Michigan law (MCLA 554.609), our notice to you will advise you that:

NOTICE: You must respond to this notice by mail within seven (7) days after receipt, otherwise you will forfeit the amount claimed for damages.

3. Truth in Renting Act Notice.

The following notice is required by Michigan law (MCLA 554.634).

NOTICE: Michigan law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act. If you have a question about the interpretation or legality of a provision in this agreement, you may want to seek assistance from a lawyer or other qualified person.

4. Termination by Seniors.

In accordance with Michigan law (MCLA 554.601a), if you have occupied your Apartment for more than thirteen (13) months, you may terminate your Lease by sixty (60) days written notice to us if one of the following occurs: (a) You become eligible during the Lease term to take possession of a subsidized rental unit in senior citizen housing and you provide us with written proof of your eligibility; (b) You become incapable during the Lease term of living independently, as certified by a physician in a notarized statement.

5. Forwarding Address for Return of Security Deposit.

The following notice is required by Michigan law (MCLA ST 554.603):

NOTICE: You must notify us in writing within 4 days after you move of a forwarding address where you can be reached and where you will receive mail; otherwise we will be relieved of sending you an itemized list of damages and the penalties adherent to that failure.

6. Inventory Checklist.

We are required by Michigan law (MCLA 554.608) to use inventory checklists both at the beginning and end of your Lease term which detail the condition of the Apartment for which a security deposit is required. You need to complete the inventory checklist we provide when you move in. The inventory checklist will contain the following statement.

NOTICE: You should complete the checklist, noting the condition of the Apartment, and return it to us within seven (7) days after you move in. You are also entitled to request and receive a copy of the last termination inventory checklist which shows what claims were chargeable to the last prior Residents.

7. Changes in Rule and Regulations.

In accordance with Michigan Law (MCLA 544.633), we will not change any Community Rules and Regulations without your written consent, except after 30 days' notice and in one of the following circumstances: (i) changes required by federal, state or local law or rule or regulation; (ii) changes in rules related to the property that are required to protect the physical health, safety or peaceful enjoyment of tenants and guests; or (iii) changes in the amount of rental payments to cover additional costs in operating the rental premises incurred by us because of increases in property taxes, charges for electricity, heating fuel, water, or sanitary sewer services consumed at the property, or increases in premiums paid for liability, fire, or worker compensation insurance.



Woodland Gardens

COMMUNITY RULES AND REGULATIONS

We may rescind or change any of these rules or adopt new rules after thirty (30) days notice of any new rules to residents, such new rules shall have the same force and effect as if originally made part of this Lease.

Use of Apartments and Common Areas

For the protection and safety of all Residents and their families, guests and invitees, the following rules apply to apartments and common areas:

1. Common areas, sidewalks, entrances, lobbies, hallways, elevators or stairways of the Community will not be used for any purpose other than entry and exit. Furniture, equipment or personal articles will not be placed or stored in any common areas, permanently or temporarily. We may remove any such items at any time, at your expense, including any storage costs.
2. All equipment located in the Apartment or in the Community will be used in a reasonable and careful manner. Equipment includes such things as toilets, sinks, electrical, plumbing, heating, ventilating, air conditioning, building access system, elevators, appliances or other facilities. If you or your family, guests or visitors use any equipment in a manner, which causes damage to the equipment, you shall be responsible for the costs of repairing or replacing it.
3. Satellite dishes one meter or less in size are permitted upon your signing a Lease Addendum – Satellite Antenna and Dishes.
4. Holes will not be drilled in the Apartment without our prior written consent, nor will any nails, hooks or screws be used on any floors, doors, windows, tub, shower, appliances or fixtures in the Apartment.
5. Nothing will be fastened to the floors, doors, windows, walls, appliances or fixtures in the Apartment or the exterior walls or porches of the buildings.
6. The balcony or terrace of the Apartment will not be altered, nor will the balcony or terrace be used for storage of personal property.

7. No towels, rags, rugs, laundry or other items will be hung from any balcony or terrace, nor will anything be thrown or dropped from the windows, balcony or terrace.
8. Nothing will be brought into the Apartment or Community, which increases the risk of fire or liability. Things which would cause an increased risk of fire include flammable oils, fluids, propane, benzene, gasoline, kerosene or other hazardous materials.
9. Cooking or barbecuing is not allowed on a porch, patio or balcony or within 15 feet of any building, except as expressly permitted by your Community.
10. No sign, advertisement or notice visible to the outside will be placed on the outside or inside of any apartment or building in the Community.
11. Locks on the doors leading to the Apartment may not be added or changed without our consent. We will have a key to every lock at all times and every lock will be compatible with the master key system for the building.
12. Items which weigh more than we determine is reasonable for the floor loading of the Apartment are not permitted. You must check with us before bringing heavy items (i.e., waterbeds, safes, etc.) into the Apartment and other requirements may apply.

Actions of Residents

So that all Residents of the Community may peacefully enjoy their Apartments and to improve the quality of life for everyone, the following rules apply:

1. Pets are not allowed in the Apartment without our prior written consent. If the Community allows pets and we have permitted you to have a pet, please refer to your Lease Addendum for the provisions applicable to pets.
2. All residents will conduct themselves and require their family, guests and anyone they invite into the Community to conduct themselves in a manner that will not disturb their neighbors' peaceful enjoyment or Community staff or constitute a nuisance. Noise or odors or any other action or condition which causes unreasonable disturbance to other residents or Community staff or interferes with the rights, comforts or convenience of other residents or Community staff are not permitted.
3. You are responsible for the conduct of your family, friends, guests and anyone whom you invite into the Community. Acts of family, friends, guests and invitees in violation of this Lease may be deemed a default by you under this Lease.
4. We will make reasonable efforts as the law permits us to stop neighbors from disturbing your peace, but we cannot be responsible for controlling the actions of other residents or their families or guests or of uninvited persons. If you are seriously disturbed by activities at your neighbor's apartment, please call the police.
5. Trash will be disposed of in designated places and not in halls, stairways, balconies or laundry rooms.

Motor Vehicles

For the safety of all residents the following motor vehicle rules apply:

1. The parking and traffic regulations posted on any private streets, roads or drives must be obeyed.
2. Parking areas will be used only to park motor vehicles and for loading or unloading of motor vehicles.
3. All ordinances regarding fire lanes will be obeyed. Any vehicle parked in a fire lane, no parking area or blocking a fire hydrant, refuse container, another vehicle, sidewalk, lawn or otherwise illegally or improperly parked may be towed by us without notice at the vehicle owner's expense. Neither we nor our management agent, employees or contractors shall have any liability for any damage or theft of vehicles in connection with the removal of a vehicle.
4. Oversized vehicles, commercial vehicles, recreational vehicles, boats or trailers or other oversized vehicles may not be parked in the Community without our consent.
5. We may remove any vehicle at the owner's expense if it reasonably appears to us that the vehicle is abandoned, inoperable, does not display an inspection sticker and/or license plates, or the inspection and/or registration is expired.
6. Repairs to vehicles are prohibited on the Community, except emergency repairs.
7. Vehicles may be washed only in designated areas. If there is no designated area, then washing vehicles is not allowed.

Recreational Facilities

For the safety of all residents the following Recreational Facilities rules apply:

1. If the Community has a pool, you may use the pool but you must pay any required fees, you must use reasonable caution and for your safety you must obey all pool rules and regulations stated in the pool addendum.

Specific pool rules and regulations are provided in your move in packet for you to review.

2. Games, sports and other recreational activities are permitted only in designated areas. All rules and regulations must be obeyed including the days and hours that recreational facilities may be used.
3. We may at any time discontinue any recreational services or close down facilities either temporarily or permanently. You understand that our providing recreational facilities is not a condition of your Lease.



MOLD DISCLOSURE OBLIGATION

The presence of mold within a dwelling can result in a deterioration of air quality, potentially creating health problems, especially for those with sensitive respiratory systems or allergies. In an effort to curb the growth of mold, the Management is requiring that the Tenants participate in "mold disclosure."

Since mold grows and spreads quickly, Tenants are required to report the growth of mold (no matter how minimal) anywhere in the dwelling within twenty-four (24) hours of sighting. The property manager will have forms that you shall use to report the mold, so that the matter can be addressed as soon as possible.

Additionally, the management requires that the Tenant remedy any conditions that may encourage the growth of mold. Do not keep damp items lying around, use proper ventilation, fans or dehumidifiers when there is a large amount of humidity in the air, do not boil water on the stove for long periods of time without ventilation and if there is a leak or a spill, remove all liquid immediately and dry the area completely.

With the cooperation of the tenants, and the training of management and maintenance staff in the prevention and correction of mold problems, management hopes to maintain a safe, "mold-free" environment.

Please sign and date below as acknowledgement of this information being supplied, and to attest to the fact that you have been made aware of your responsibility as a tenant to immediately notify management of any potential mold problems.

I, Andrea Kenealy, have read the above information and (print name of tenant representing unit) am aware of the potential problems associated with mold growth in an apartment complex. By signing below, I accept my responsibility to report (and the responsibility to ensure that any other occupant of my unit reports) any such potential mold problem in writing to management within twenty-four (24) hours of sighting, and release the management from any repercussions that may arise due to my failure to provide notice of any potential mold problem.

.....
/s/ Andrea Kenealy

.....
/s/ Andrea Kenealy

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/s/ Andrea Kenealy

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/s/ Andrea Kenealy

.....
/s/ Andrea Kenealy

..... 6/14/2016 9:58:25 AM Lease # WG00354218 by CJENKINS
witnessed by (Manager's name) /s/ Date

C0-SIGNER'S GUARANTY

Resident: Andrea Kenealy

Apartment No: 808115

Lease Date: 6/21/2016

1. Reason for Co-Signer's Guaranty: I know that Beacon Management would not rent the Apartment to the Resident unless I co-sign for and guarantee Resident's performance. I have also requested Beacon Management to enter into the Lease with the Resident. I have a substantial interest in making sure that Beacon Management rents the Apartment to the Resident.
2. Co-Signer's Guaranty: The following is my guaranty as co-singer: I guaranty the full performance of the Lease by the Resident. This Co-Signer's Guaranty is absolute and without any condition. It includes, but is not limited to, the payment of rent and other money charges.
3. Changes in Lease: Any lease changes accepted, impliedly or expressly, by resident shall bind co-signer. Including any lease renewals, extensions, rate changes, or additional terms. If resident goes month to month co-signer shall remain liable until such time as resident vacates.
4. Waiver of Notice: Guarantor does not have to be informed by management about any default by Resident. Guarantor waives notice of nonpayment or other default, and expects to receive all notices and other correspondence between the management and resident from the resident only.
5. Performance: If the Resident defaults, Beacon Management may require me to perform without first demanding that the Resident perform.
6. Changes: This Co-Signer's Guaranty can be changed only by written agreement signed by all parties to the Lease and this Co-Signer's Guaranty.
7. Resident: The word "Resident" in this Co-Signer's Guaranty shall include all persons listed under the lease.

Michael Kenealy
Print Name of Co-Signer/Guarantor

Signature

Address of Co-Signer/Guarantor

State of Michigan
County of _____

On the ____ day of the year 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public



RECREATIONAL FACILITIES WAIVER

This community offers a certain recreational facilities, which may include a swimming pool, weight room, fitness center, hot tub, sauna, tennis court, volleyball court or basketball court, or other recreational facilities, as applicable (the “Recreational Facilities”).

I agree to use the Recreational Facilities at my own risk. I am aware that I, my family members or guests could be injured while using the Recreational Facilities. I further understand that participation in recreational activities and use of the Recreational Facilities is voluntary and I agree to assume all responsibility and risk of injury that may result. I hereby agree to waive and release any claims against the Community, Beacon Management, its affiliates, employees, or agents (collectively, the “Management”) for any loss, claims or expenses due to personal injury or property damage associated with use of the Recreational Facilities by me, my family or my guests. I further agree to hold the management harmless from and against any loss, claim or expenses due to personal injury or property damage associated with use of the Recreational Facilities by me, my family or guests.

I agree to strictly abide by any rules and regulations that may be established by this Community for use of the Recreational Facilities. I acknowledge that use of the Recreational Facilities is a privilege, not a right, and this privilege is revocable by the community at the discretion of the Management, for failure to abide by the rules and regulations.

I understand that the Recreational Facilities are for the exclusive use of residents of this community. Prior written approval of the Management, including payment of any guest fee and execution of a Recreational Facilities Waiver, is required before any non-resident may use the Recreational Facilities. I understand that I must accompany at all times any guests who use the Recreational Facilities with my permission. I agree to defend, indemnify and hold the Management harmless of any claims brought by any person who is my guest; or from any claims asserted by any person who claims to have suffered injury or damage as a result of my use or my guest’s use of the Recreational Facilities.

It is further agreed that the Recreational Facilities may be furnished by the Community as a convenience to the residents and any temporary interruption, modification, or discontinuance of the character of any particular service furnished, shall not be cause for damages, for termination of this lease, or for reduction or rebate of the stipulated rent.

_____	_____
Andrea Kenealy	Date
_____	_____
	Date
_____	_____
	Date
_____	_____
Community Agent	Date

_____	_____
Michael Kenealy	Date
_____	_____
	Date
_____	_____
	Date



KEY RECEIPT & RETURN AGREEMENT

Name(s): Andrea Kenealy

Address: 4808 WOODLAND APARTMENT 115

Building: 10

Apartment #: 808115

Common Hall Keys Issued: _____

Apartment Entry Keys Issued: _____

MailBox Keys Issued: _____

Smart Card Issued: _____

Smart Card Replacement Fee: _____

Fitness Center Key Fob Issued: _____

Pool Pass Serial Number Issued: _____

Parking Permit #: _____

The undersigned acknowledge receipt of all keys as indicated above and also understand the responsibility for all said keys issued. In the event that any keys are lost or misplaced, you will be responsible for the cost of their replacement. Replacement cost is ____ per key, and ____ for Pool Pass and ____ for Carport Tag. Fitness center key fob requires a ____ deposit, which will be refunded after move out as long as it is returned.

The undersigned also understand the responsibility to return all said keys by the date in which the undersigned are expected to vacate the community. If said keys are not returned by this time, the undersigned will be charged rent until their return.

Andrea Kenealy

Date

Michael Kenealy

Date

Date

Date

Date

Date



**SMOKE DETECTOR AND CARBON MONOXIDE DETECTOR
ACKNOWLEDGEMENT**

The premises located at 4808 WOODLAND APARTMENT 115 are furnished with an operable smoke detector and carbon monoxide detector if applicable. From this time forward it is the resident’s responsibility to insure that the detectors are in working condition and to immediately notify our staff when batteries are in need of replacing. Management will replace the batteries at their own expense.

The detectors should be checked monthly by depressing the test button to insure it is in working order. Failing batteries will alert the resident by beeping every few minutes for a few days (please note that if your home is equipped with a carbon monoxide detector, it may not run on batteries but instead be plugged into a power outlet. Consequently, a power failure may cause this detector to beep). Please be certain to notify management when you first hear the beeping noise.

The undersigned hereby acknowledges that he/she has read and agrees to comply with his/her obligation as a resident concerning the maintenance of the smoke and carbon monoxide detectors.

_____	_____	_____	_____
Andrea Kenealy	Date	Michael Kenealy	Date
_____	_____	_____	_____
	Date		Date
_____	_____	_____	_____
	Date		Date

Community Representative



EMERGENCY MAINTENANCE PROCEDURES

All Beacon Management communities offer 24-Hour Emergency Maintenance for the following reasons:

- ◆ No Heat
- ◆ No Air Conditioning (if the outside temp is 80 degrees or higher)
- ◆ No Water/Toilet (Only if 1 toilet is available in apartment)
- ◆ Total Electrical Failure
- ◆ Flooding
- ◆ Fire (Call 911 First)
- ◆ Lock Outs

To reach our 24-Hour service, please call our regular office number at: _____ during business hours . For emergencies that occur after hours, please call the 24-Hour emergency pager number at: _____.

All other maintenance requests need to be called into the office during normal business hours which are Monday through Friday 9:00a.m. – 6:00p.m.



LATE FEES AND OTHER CHARGES ASSESSED UNDER THE LEASE

Beacon Management takes great pride in providing the finest in apartment living to our residents. In order to do this, timely payment of all charges due under the lease is essential.

Your due date to pay your rental account current and in full -- to pay rent and other sums due under the lease -- is the 1st of each month. We allow you through the 5th of each month as a grace period in which to pay your rental account in full without penalty. As of the 6th of the month, if there is a balance owed on your rental account, a late fee equal to 10% of your rent may be added to your rental account. If there is a balance owed on your rental account as of the 16th of each month, a second late fee of an additional 5% may be charged to your account. Late fees are deemed additional rent. Late fees will not be waived for any reason.

All monies paid late must be made in the form of certified refunds, i.e. cashier's check or money order.

We reserve the right to reject any payment of rent or other sums due under the lease that does not pay your rental account in full. Whether a partial payment is accepted or rejected by us, if you have not paid your rental account in full within the grace period, late fees may be incurred.

In signing, I agree to the terms of the late policy for Beacon Management.

_____	_____	_____	_____
Andrea Kenealy	Date	Michael Kenealy	Date
_____	_____	_____	_____
	Date		Date
_____	_____	_____	_____
	Date		Date
_____	_____	_____	_____
Community Manager			Date



RENTAL AGREEMENT/LEASE AGREEMENT
ADDENDUM FOR DRUG-FREE HOUSING

THIS AGREEMENT made and entered into between Beacon Property Management, "Owner/ Agent"
and Andrea Kenealy, Michael Kenealy,, "Resident".

Resident is renting from Owner/ Agent the premises located at:

4808 WOODLAND APARTMENT 1 Building: 10, Unit # (if applicable) 808115
(Street Address) Building
ROYAL OAK, MI 48073
(City) (State) (Zip)

In consideration of the execution or renewal of a lease of the dwelling unit identified in the Rental/ Lease Agreement, Owner/ Agent and Resident agree as follows:

1. Resident, members of the Resident’s household, and any guest or other persons under the Resident’s control shall not engage in criminal activity, including drug-related criminal activity, on or near property premises. “Drug-related criminal activity” means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C.802).
2. Resident, members of the Resident’s household, and any guest or other persons under the Resident’s control shall not engage in any intended to facilitate criminal activity, including drug-related criminal activity, on or near property premises.
3. Resident and members of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Resident and members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near premises and property or otherwise.
5. Resident, any member of the Resident’s household, or a guest or other person under the Resident’s control shall not engage in acts of violence or threats of violence, including, but not limited to the unlawful discharge of firearms on or near property/premises.
6. VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE RENTAL AGREEMENT/LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of the Rental/Lease Agreement. It is understood and agreed that a single violation shall be good cause for termination of the Rental/Lease Agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this Addendum and any other provisions of the Rental/Lease Agreement, the provisions of this Addendum shall govern.
8. This Addendum is incorporated into the Rental/Lease Agreement executed or renewed this day between Owner/Agent and Resident.

Date

Andrea Kenealy

Date

Michael Kenealy

Date

Date



AGREEMENT REGARDING PEST CONTROL SERVICE

Dwkt fpi <70.....Apartment Number: 808115

Our Community is happy to provide a monthly free of charge pest control service for our residents. The exterminating service can be scheduled at your convenience by calling the office to report the type of insect. They will provide service free of charge for general pests such as spiders, ants, centipedes, roaches and various other household pests.

Bed Bugs – Bed bugs are an increasing problem at apartment communities and hotels throughout the country. Any infestation must be treated quickly and aggressively.

Should you experience a problem with bed bugs, you must notify us immediately. Our exterminators will treat for bed bugs the first time at no charge. However you will be charged a fee for multiple bed bug treatments if needed and all charges will become immediately due as rent. The cost will depend on the extent of infestation and type of treatment.

Do not try to treat bed bugs yourself. They will not go away, they will just hide in places where they would not ordinarily hide, and they become much more difficult to eradicate. Leave bed bug treatment to the experts.

All infestation treatments regardless of the type of pest may require multiple visits. The exterminators will let you know whether multiple treatments are necessary, or whether you should just watch out for remaining problems. It is your responsibility to let the leasing office know if you are still experiencing a problem and need further treatments. **There may also be an additional charge applied to your account that will become immediately due as rent if you are not prepared for your scheduled treatment.**

If it is determined that you are not following proper procedure for treatments you will be considered in violation of your lease and risk being evicted from the property. Prep sheets and detailed instructions will be given to every resident requesting a bed bug or roach treatment to ensure an efficient and thorough treatment. To schedule extermination treatments, please stop by the office or call us at

I understand and accept the above conditions:

Andrea Kenealy

Date

Michael Kenealy

Date

Date

Date

Community Agent



DOMESTIC VIOLENCE LAW

"A tenant who has a reasonable apprehension of present danger to him or her or his or her child from domestic violence, sexual assault, or stalking may have special statutory rights to seek a release of rental obligation under MCL 554.601b."

For the tenant to be let out of his/her lease, he/she must present to the landlord the following documentation:

- A. A written statement indicating that he/she has a reasonable apprehension of present danger from domestic violence, sexual assault, or stalking. AND
- B. Any of the following:
 - 1. PPO from Michigan or another state/country, OR
 - 2. Probation or parole order that indicates the perpetrator is to have no personal contact with the tenant
 - 3. Police report reflecting actual or threat of domestic violence, sexual assault or stalking, along with documentation that a prosecutor filed charges within 14 days prior to the tenant's request to be released from lease. (Alternatively, if more than 14 days prior to the tenant's request, the tenant must additionally demonstrate a verifiable present threat)
 - 4. Report from a domestic violence counselor or health care professional or clergyman (the clergyman must be from a real, tax-exempt congregation listed in a phone book)
- 4. Method of submitting documents Submittal of the documents must be by certified mail.
- 5. Effective date of release -- Beginning of lease term after 30 days has expired following the notice. Thus, if notice was given on December 12, the tenant is obligated to pay January rent, but would be released as of February 1.
- 6. Persons protected -- Named tenant, any minor child, any adult incapacitated person over whom the tenant has custody.
- 7. Multiple tenants -- All other signatory co-tenants remain liable under the rental agreement.

Andrea Kenealy

Date

Michael Kenealy

Date

Date

Date

PARKING AND VEHICLE RIDER

Tenant and Tenant's invitees and guests shall park their cars only in those portions of the parking area designated by Landlord for tenant parking and shall use such areas only for parking cars. Tenant shall, upon request, promptly furnish Landlord with a list containing the descriptions and automobiles license numbers (and state of issuance) of the cars of Tenant or any parties residing with Tenant within five days of any request by Landlord, and shall thereafter advise Landlord of any changes, additions or deletions to such list. Landlord reserves the right to:

- (i) assign specific spaces, and reserve spaces for special or specific purposes (i.e. small car parking, handicapped parking, guest parking) and Landlord may also assign specific spaces as Landlord deems reasonable, and
- (ii) restrict or prohibit oversized vehicles or commercial vehicles

In case of any violation of these provisions or any applicable laws, the Landlord may refuse to permit the violator to park, and remove the vehicle owned or driven by the violator from the property without liability whatsoever, at such violator's risk and expense. These provisions shall be in addition to any other remedies available to Landlord under this Lease or otherwise. The Tenant shall not have any claim against the Landlord whatsoever based upon availability of parking spaces or parking conditions.

Tenant understands and acknowledges that Tenant is parking its vehicle at the property at its own risk. Landlord shall have no liability for any damage to vehicles that occurs at the property or any theft or vandalism to any vehicle while at the property. Tenant shall follow all of the rules and regulations of the property, including, but not limited to those set forth herein. Landlord may change its rules and regulations at any time in its sole discretion.

Andrea Kenealy	Date
Date	Date
Date	Date
Manager, as Agent for Owner	Date

ADDENDUM

OBTAINING RENTER’S INSURANCE

- OR -

MAKING OPT-OUT PAYMENTS INSTEAD OF OBTAINING RENTER’S INSURANCE

While we obtain insurance in accordance with reasonable commercial practices, we do not insure your personal property, nor do we insure you against personal liability in the event of damage or injury to or destruction of the Apartment, the Community, its residents, or other persons and property. You are responsible for both your and our monetary damages and reasonable expenses incurred in claims arising from your acts or omissions, or those of your guests or employees.

Therefore, we require that you select on of the following options. You must either:

Option (a): Maintain at your sole expense a standard type of Tenant's or Renter's homeowners insurance policy, or its equivalent, issued by a licensed insurance company of your selection, which provides limits of liability of at least \$100,000 for personal liability and \$10,000 for your personal property;

--or--

Option (b): If you choose not to purchase renter’s insurance coverage, you must make a Renter’s Insurance Opt-Out Monthly Payment as set forth and agreed in the Renter’s Insurance Opt-Out Addendum, which is annexed to this Lease.

RENTER’S INSURANCE AGREEMENT FORM - OPTION (a)

I (we) have read and agree to the above Renter’s Insurance requirements, and will maintain a Renter’s Insurance policy with a minimum of \$100,000 for personal liability and \$10,000 for my personal property, and will cause Beacon Management, The Lightstone Group and their agents, affiliates, partners, principals and subsidiaries to become “additional insureds” under said policy. I (we) will provide proof of said insurance to the property manager upon procurement, dw'lp'p'q'gxgpv'tcvgt 'vj cp'v'gp'*32+ f c{ u'd'ght g'v'cn'lp'i 'q'ee'w cpe{ 'qh'vj g'Cr ct w gpv.'qt 'lp'vj g'gxgpv'qh'c't gpgy cn'c'v'gcu'vj k v{ *52+f c{ u'lp'cf xcpeg'qh'e'qo o gpego gpv'qh'vj g't gpgy cn'vgt o 0'I (we) understand that failure to provide proof of said insurance may be considered a Material Default under the Lease.

""
*****Agreed and Understood:

""
*****Resident Initial: _____ Date: _____

NOTE: IF YOU HAVE NOT SELECTED OPTION (a) ABOVE, YOU MUST SELECT OPTION B, BELOW:

RENTER’S INSURANCE OPT-OUT AGREEMENT - OPTION (b)

I (we) have read and agree to the above Renter’s Insurance requirements, and have chosen to opt out from the requirement of maintaining Renter’s Insurance. I understand that my (our) election to opt out of the requirement to procure Renter’s Insurance does not release me (us) from responsibility for your or my (our) own monetary damages and reasonable expenses incurred in claims arising from my (our) acts or omissions, or those of my (our) guests or employees.

Accordingly, I (we) agree to make a Renter’s Insurance Opt-Out Monthly Payment in the amount of _____, which I (we) will include with my (our) monthly rent payment when it is made in accordance with the terms of this Lease. I (we) understand that failure to make the Opt-Out Payment may be deemed a Material Default of this Lease.

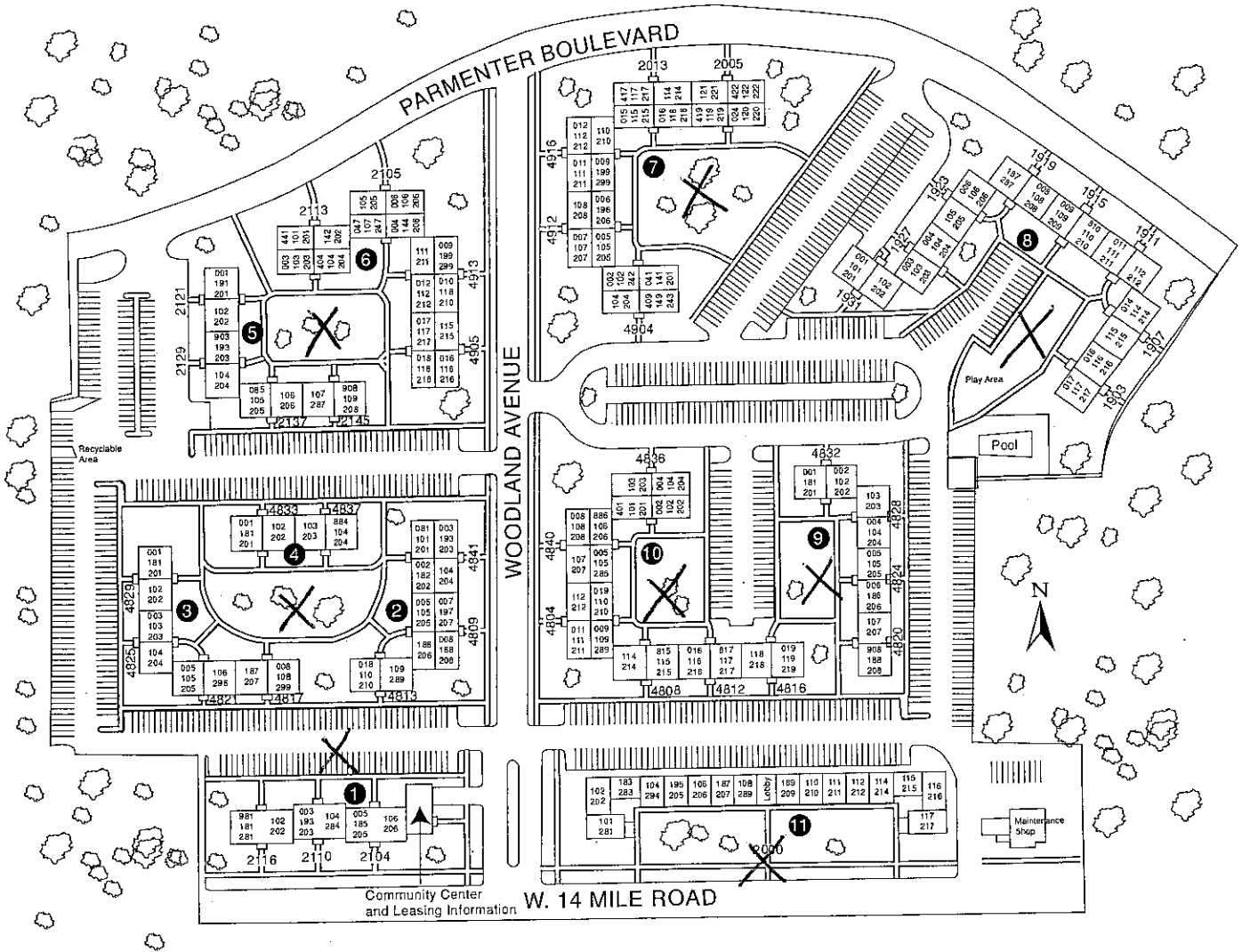
Agreed and Understood:

Resident Initial: _____ Date: _____

Emergency Evacuation Plan

In the event of a fire in your building please exit the building as calmly as possible and gather in the open court yard. This property map has been marked with x's (X) to highlight the courtyard closest to your apartment.

In the event of tornado or storm warning the safest place to go during the storm is into the basement of your building.



Woodland Gardens Apartments

4805 Woodland Avenue, Royal Oak, Michigan 48073
 Office: (248) 280-0223 Fax: (248) 280-0661
 woodlandlease@beaconmanagement.com
 www.beaconmanagement.com

