

LEASE AGREEMENT mt

THIS LEASE, made this **TWENTY-SIXTH** day of **JUNE, 2004**, between **FOUNTAIN VILLAGE ASSOCIATES, LLC**, of Manchester, Connecticut (landlord), and **EDWARD HOPKINS AND CLAUDIA TESSLER-HOPKINS** of 1A Downey Drive, Manchester, Connecticut (Tenant).

In this Lease, "WE", "US", "OUR" and "OURS" refer to the Landlord. The words "YOU", "YOUR" and "YOURS" refer to You, the Tenant.

We hereby lease to you, to be used as a residence only, by you the tenant and the following additional person(s): - **(Son)**, the following premises: 1A Downey Drive, Manchester, Connecticut. Written request and permission granted is required for any additional persons, not named herein to occupy the apartment. Upon approval, there will be a surcharge of \$50.00 for each additional person. This lease shall be for a term for **One Year** and **5** day(s) beginning 12:00 NOON, the **TWENTY-SIXTH** day of **JUNE, 2004**, and ending at 12:00 NOON, the **THIRTIETH** day of **JUNE, 2005**.

You agree to pay rent in the amount of **Ten Thousand Two Hundred and Eighty Dollars and Eighty-Five Cents (\$10,280.85)** per the lease term. You will pay this amount in the following manner: Initially, prorated June 26-30, 2004, rent in the amount of **\$140.85** followed by Twelve (12) Monthly Payments of **Eight Hundred and Forty-Five Dollars (\$845.00)** each to be paid on the first day of each month as long as this lease is in effect at our office located at 175A Downey Drive, Manchester, Connecticut or at any other place that we direct in writing. You will also pay to us the sum of **Nine Hundred and Forty-Five Dollars (\$945.00)**, which is due on or before **June 26, 2004**, as a **Security Deposit**. We will hold said security deposit as long as this lease remains in effect, to guarantee that you perform all of your obligations under this lease. If you fail to make any of your rent payments to us, or if you cause any damage to your apartment or any other of our property which we allow you to use, over and above normal wear and tear, we will deduct the amount of rent that you fail to pay or the cost of repairing the damage that you cause from your security deposit at the end of this lease. Any portion of the security deposit remaining at the end of this lease will be returned to you within thirty (30) days after you vacate the apartment, as long as you have performed all of your obligations under this lease. You may not use your security deposit for any month's rent.

WE AGREE TO:

1. Inform you of the date the apartment will be ready for you to move in.
2. Allow you to occupy the apartment during the term of this lease, so long as you perform all of your obligations under this lease.
3. Supply at no extra charge the following:
 - a) Heat at reasonable quantities during the cold months of the year.
 - b) Hot and cold running water in reasonable quantities.
 - c) The following appliances: stove, refrigerator, dishwasher, garbage disposal and one air conditioner.
 - d) Building and grounds maintenance
 - e) The use of one parking space.
 - f) The use of playground and pool at your own risk, if provided.
 - g) The use of storage space designated by us, for which we assume no responsibility, to be used at your own risk for storage only, if provided.
 - h) Fire Detector provided but you are responsible to replace battery – and be sure detector is in working order.

YOU AGREE TO:

4. **Pay all rent** on or before the **first day of each month** in which it is due. A **\$30.00 late fee** to cover the expense of handling late fee payments will be due if the rent is not received by the 10th of the month. An additional fee of **\$15.00 shall be charged for each and every check of yours which is returned to us unpaid by the bank.**
5. Pay an additional \$5.00 per month for each extra parking space and/or \$70.00 per month for use of Garage, No. included in monthly payments on page one, paragraph three, if applicable.
6. Pay an additional \$20.00 per month for use of an extra air conditioner, if provided by Fountain Village.
7. Leave the apartment in good and clean condition when you move out.
8. To repair all broken window glass at your own expense.
9. Vacate the apartment when the lease expires, Noon of the last day of the month.
10. Observe any regulation which may be part of this lease by attaching them to the lease prior to your signing it, or by giving written notice to you of such regulations during the term of this lease.
11. If you default on any of the obligations under this lease, and we employ an attorney in order to enforce the provisions of this lease, you agree to pay our reasonable attorney's fees. If we must bring a lawsuit to enforce any of the provisions of this lease, you will pay all of our court costs.
12. Allow us to have the right at anytime to show your apartment to applicants for purchase or lease providing reasonable notice has been given to the resident.
13. Not sublet the apartment without our written permission. Our permission will not be unreasonably withheld provided that the prospective tenant is acceptable to us. You agree to pay us a \$100.00 fee to cover our additional administrative expenses for subletting.
14. *Lease Break Clause: Upon completion of initial, full five and one-half months, you may terminate the lease by "Breaking the Lease" with a forty-five (45) calendar days written notice. Written notice must be given no later than the fifteenth day of the month prior to the month in which you intent to vacate (applicable only to months seven through eleven of this lease). If you initially took possession of the apartment after the first day of the month, the remaining days of that month may not be considered in calculating the number of full months needed to break the lease. *At this time, there is a Lease Break fee of Three Hundred Dollars (\$300.00). Your Security Deposit will be returned to you after the apartment has been vacated, the KEYS AND PARKING PERMITS RETURNED, THE APARTMENT INSPECTED AND FOUND TO

BE IN GOOD CONDITION. No deduction will be made from your security deposit for normal wear. Repair costs for abuse or destruction will be deducted. *Lease Break Fee not applicable to Month-to-Month leases.

15. Pay as additional rent, your share of any increase in real property taxes, fuel costs, or utility rates which may come about after the commencement date of this lease. Your share will be computed by dividing the total amount of any such increase by the total amount square feet of floor space in the building in which your apartment is a part, and multiplying the quotient so obtained by the number of square feet of floor space in your apartment. This additional rent will be paid on the first day of the month immediately following the month in which you receive written notice of the amount of additional rent to be paid by you.

16. Pay for any and all repairs for service calls at any time, when damage is determined to be caused due to recklessness, negligence and inappropriate use of our property by either you, any member of your family, or any of your guests. The cost of repairing such damage will be additional rent and will be due and payable on the first day of the month immediately following the month in which we present you a written statement of the cost of repairing the damage.

17. There is a \$20.00 fee for LOCKOUTS which occur when the Rental Office is closed.

BOTH OF US AGREE:

18. We may extend and renew this lease for an additional one year period, by mailing to you written notice of our intention to do so at least, but not limited to seventy-five (75) calendar days prior to the expiration of the term of this lease or renewal of it. In the event that this lease or renewal is not returned signed to the rental office, you will automatically be placed on a month-to-month tenancy at an added surcharge, to be determined. In the event that we choose to extend or renew the lease, this lease and all of its terms and conditions shall remain in full force and effect during the period of the extension or renewal, unless specifically modified by us. You shall be bound by the terms and conditions of this lease for an additional one year period without the need for any further act or writing by either party. Should you not wish to accept any offer on our part to extend or renew this lease, you must notify us of your wish not to do so in writing at least but not less than forth-five (45) calendar days (no later than the fifteenth day of every month) prior to the expiration of the term of this lease or any renewal of it. If you fail to send us such written notice, or fail to vacate the apartment at the expiration of the term, this will be construed as an acceptance of our offer to renew this lease in accordance with the renewal notice referred to above.

19. Military Clause: In the event that you are called to active duty, we agree to release you from your lease without penalty, upon producing valid official orders.

20. Management **DOES NOT** re-deposit checks returned to us unpaid (Section 4). Our policy is to present the unpaid check to the Manchester Police Department after three (3) days commencing from the day we notify you. If, in any twelve (12) month period, there have been two (2) returned checks, all subsequent payments of rent and other fees must be made in the form of certified funds.

21. We are in no way responsible for damage or injury to any of your goods or properties stored or used in or about the apartment. If such damage or injury occurs, you will notify us immediately and we will have a reasonable time after you notify us to repair or remedy the cause of the damage. We will not incur any further liability for such damage. **IT IS STRONGLY ADVISED THAT YOU ACQUIRE RENTER'S INSURANCE DURING YOUR RESIDENCY.**

22. The use of any and all coin-operated laundry machines shall be at your own risk. We are not responsible for any loss or damage to your property which may be caused by the coin-operated laundry machines.

23. You and your representatives have inspected the apartment and it is agreed that only the following items are damaged or missing:

24. If we are unable to deliver possession of the apartment to you on the date on which this lease is supposed to commence, the commencement of this lease will be postponed until we are able to give you possession. You will not be required to pay rent for that period of time in which you are not able to get possession. We will not be liable for any damages suffered by you because of the failure to deliver possession, and this will in no way extend the date on which the lease is to terminate.

25. This lease will be subordinate to any and all mortgages which have been or may be in the future made liens upon the premises.

26. Although we may fail to take any action or exercise any of our options set forth in this lease on account of any violations of any of the provisions of this lease by you, we do not thereby waive the right to take action on account of any future violations by you.

27. We have made no promises to you except those contained in this lease, and this lease can be changed in writing only.

REGULATIONS:

YOU AGREE TO OBSERVE THE FOLLOWING REGULATIONS AND ANY CHANGES WE MAY MAKE, ALL OF WHICH ARE PART OF THIS LEASE:

1. You will not keep any dogs, cats, or other animals on the premises.
2. You will not leave any accumulation of goods, toys or furniture in the halls, basement common areas or yard areas of the complex. Management reserves the right to remove all improperly stored items and residents will be charged accordingly for the service rendered. There is a minimum fee of twenty-five dollars (\$25.00) for each violation, which is due and payable in the form of certified funds prior to return of goods.

3. You will not park any vehicles in the parking area without our written permission. All vehicles parked on Fountain Village property must have a Fountain Village permit affixed to the rearview mirror, in plain sight (not acceptable to leave permit on dashboard, car seat, or to leave notes asking towing company not to tow), so that it can be identified by the towing company as a resident's vehicle. To avoid towing fees, those residents who misplace their parking permit(s) must come to the Rental Office for a replacement permit. The charge for replacing a lost permit is \$60.00, due at the time the replacement is given. Residents who have rented or borrowed a loaner vehicle must use their existing permit **or** must get a temporary permit from the Rental Office. Should the office be closed, the resident is directed to park in one of the designated guest parking areas, and to pick up a temporary permit on the next business day. Also, at the time the resident vacates, **all apartment keys and parking permits** must be returned to the Rental Office **immediately**. Residents will be charged a fee of \$100.00 for each unreturned permit. Regarding guest parting, it is the responsibility of the resident to ensure that their guest is parked within the confines of one of the designated guest parking areas. We would also remind our residents that the designated guest spaces are reserved for guests and should not be used by residents.

4. You are not allowed to alter the premises, including any door locks, without written consent of the Landlord.
5. You will not wash or repair cars on the premises.
6. You will not use any air-conditioner unit other than those provided by us, without our written permission.
7. You will permit us or our employees to enter your apartment during reasonable hours to inspect for, or make necessary repairs. Employees may enter during emergencies only should resident not be home.
8. You will not fasten anything to any part of the premises or drill any holes or insert any nails, hooks or screws, cover or decorate the interior walls without our written permission.

House Rules, Parking Ordinances, Lead Paint Pamphlet and Repair/Service/Emergency Notice are attached or hand delivered at the time of signing of lease or receiving keys for said apartment are considered part of this lease.

9. You will not hang or shake anything from any windows or balconies and nothing shall be thrown or allowed to drop from any windows, balconies or stairways.

10. You will keep all rear doors closed and locked at all times. This is essential in order to ensure the safety of both yourself and other tenants.

11. You will comply with all applicable laws of the State of Connecticut and ordinances of the Town in which the premises are situated. You will reimburse us for any and all fines, penalties and costs which we may be required to pay due to a violation of the laws or ordinances by you.

12. YOU WILL COMPLY WITH ANY RULES AND REGULATIONS CONTAINED IN ANY STANDARD FIRE INSURANCE POLICY WHICH WE OBTAIN ON THE BUILDING OR COMPLEX. YOU WILL NOT BRING OR KEEP ANYTHING ON THE PREMISES WHICH WILL CAUSE AND INCREASE IN THE RATE OF THE FIRE OR LIABILITY INSURANCE ON THE BUILDING OR COMPLEX. WE HAVE PROVIDED APARTMENTS WITH ONE, **TWO OR THREE BATTERY-OPERATED SMOKE DETECTOR(S)**, DEPENDING ON THE STYLE OF THE UNIT. PRIOR TO YOUR MOVING INTO THE APARTMENT, WE HAVE TESTED THE SMOKE DETECTOR(S) IN YOUR PRESENCE AND THEY ARE OPERABLE. DURING THE PERIOD OF YOUR OCCUPANCY OF THE APARTMENT, THE SMOKE DETECTORS SHOULD BE TESTED ON A WEEKLY BASIS. WE HAVE DEMONSTRATED TO YOU THE WAY IN WHICH THEY SHOULD BE TESTED. IN THE EVENT THAT YOU SHOULD TEST THEM AND DISCOVER THAT THEY ARE NOT WORKING FOR ANY REASON, NOTIFY THE RENTAL OFFICE IMMEDIATELY IN WRITING. WE ASK THAT YOU NOTIFY THE RENTAL OFFICE IN WRITING AS TO WHETHER OR NOT THE SMOKE DETECTORS ARE OPERABLE ON A MONTHLY BASIS AT THE TIME THAT YOU PAY YOUR RENT. **YOU ARE RESPONSIBLE FOR BATTERY REPLACEMENT IN THE SMOKE DETECTORS AS NEEDED.**

13. **No waterbeds without certificate of insurance of \$2,000.00 security deposit.**

14. **Disclosure of Information on Lead-Based Paint Hazards.**

Lessor's Disclosure (Landlord): Lessor has knowledge of lead-based paint and/or lead-based paint Hazards in the housing.

Lessee's Acknowledgement (Tenant): By signing below, Lessee acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your Home* and five pages of Phase 1 Environmental Site Assessment.

Certification of Accuracy: The parties below have reviewed the above information and certify, to the Best of their knowledge, that the information provided is true and accurate.

If you are signing this lease with any other person(s), you are jointly and individually obligated to perform the promises contained in it. We may require that you pay the entire amount of rent without asking the other person(s) to pay.

POOL PINS ARE PURCHASED FROM THE POOL ATTENDANT FOR A FEE OF \$5.00 EACH. EACH INDIVIDUAL RESIDENT IS REQUIRED TO HAVE A PIN TO GAIN ACCESS TO THE POOL AREA. SHOULD THE PIN BE MISPLACED OR LOST, IT WILL BE YOUR RESPONSIBILITY TO PURCHASE A REPLACEMENT PIN. POOL PINS MAY BE TURNED IN FOR REFUND FOR UP TO ONE YEAR AFTER VACATING. AT THE TIME OF SIGNING THIS LEASE, GUESTS ARE CHARGED \$2.00 PER DAY PER GUEST. THIS IS SUBJECT TO CHANGE WITHOUT NOTICE.

If you have any questions, you may call **528-1300/289-1381** or write to **175A Downey Drive, Manchester, Connecticut, 06040**.

By signing the Lease Agreement dated today, you acknowledge that you are aware that FOUNTAIN VILLAGE was submitted to the Condominium Form of Ownership by virtue of a certain Declaration of Condominium by Emil Downey, James E. Hudson, and Arne H. Dalene, dated May 10, 1983 and recorded in the Manchester Land Records in volume 847 at Page 179, and that the apartment to be occupied by you under the terms of the Lease Agreement is one of the units described in that declaration.

Date: **June 26, 2004**



Emil Downey, James Hudson, Steven Dalene or
Emil Downey II, Landlord
Authorized by Members of Fountain Village Associates, LLC

Tenant:

Tenant:

EDWARD HOPKINS

Tenant:

CLAUDIA TESSLER-HOPKINS