

LOWENADLER DEVELOPMENT LLC.

3359 Fawnway Dr. Murrysville PA 15668
724-217-4688

Dear County Of Allegheny:

This letter is an appeal in relation to the letter recieved for a property I own and was inspected by Angela Novacek.

The address of concern is located at 1733 Hill street White OAK PA. 15131.
Reference document number RE:SR# HCE-20210511-3275, Census Tract 55032

Violation #1

In the original Lease signed by the tenant and her significant other, which has long expired, there is a notation of smoke dectectors being in the dwelling and noted and initialed by both Leasees that they are to maintain ind upkeep the smoke detectors. Smoke dectectors were located through out the home including the basement. It is my assumption that the tenant removed the smoke detector in the basement which is now missing.

Violation #2

An interior french drain/ sump pump loacted in the basement bathroom under the sink which collects and pumps water from the foundation and under the basement floor. I believe this controls any water issues the property may have as in the 15 years that I have owned the property there have been no cokmplaints from previous tenants of any water in the basement. There was also listed in the lease the existance of a dehumitifier which in the lease is to remain running for the possibility of moisture as there is a sump pump located in the basement.

Violation #3

The windows in the home did work properly at the time of the signing of the lease this issue has never been raised as an issue from either tenant. A temporary solution to the problem would be a window wooden dowl if the tenant needs the window to remain open.

Violation #4

I would say a bubbling or crack in the ceiling of the paint is cosmetic the same as the paint on the walls or unfinished trim through out any home.

I have enclosed a copy of the expired lease lsiting responsibilities of the tenant.

Sincerely,
Joakim Lowenadler

RESIDENTIAL LEASE

RL

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

PARTIES	
TENANT(S): <u>George W. Little</u> <u>Jazzmine A. Boyd</u>	LANDLORD(S): <u>Lowenadler Development, LLC</u>
TENANT'S MAILING ADDRESS: <u>1733 Hill St, White Oak, Pa 15131</u>	LANDLORD'S MAILING ADDRESS: <u>3359 Fawnway Dr, Murrysville, PA</u> <u>15668-1422</u>

PROPERTY	
Property Address	<u>1733 Hill St</u>
<u>White Oak</u>	Unit _____ ZIP <u>15131</u>
in the municipality of _____	<u>White Oak</u> , County of <u>Allegheny</u>
in the School District of _____	<u>McKeesport Area</u> , in the Commonwealth of Pennsylvania.

TENANT'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Tenant is not represented by a broker)	
Broker (Company) _____ Company License # _____ Company Address _____ Company Phone _____ Company Fax _____ Broker is: <input type="checkbox"/> Tenant Agent (Broker represents Tenant only) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	Licensee(s) (Name) <u>Pamela Stamper</u> State License # _____ Direct Phone(s) _____ Cell Phone(s) _____ Fax _____ Email _____ Licensee(s) is: <input type="checkbox"/> Tenant Agent (all company licensees represent Tenant) <input type="checkbox"/> Tenant Agent with Designated Agency (only licensee(s) named above represent Tenant) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Tenant)	

LANDLORD'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Landlord is not represented by a broker)	
Broker (Company) <u>Coldwell Banker Residential Services</u> Company License # <u>RB 066636</u> Company Address <u>3865 Reed Blvd</u> <u>Murrysville, PA 15668-1875</u> Company Phone <u>(724) 327-0123</u> Company Fax <u>(724) 327-8724</u> Broker is: <input checked="" type="checkbox"/> Landlord Agent (Broker represents Landlord only) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	Licensee(s) (Name) <u>Pamela Stamper</u> State License # <u>RS209824L</u> Direct Phone(s) <u>(412) 496-4988</u> Cell Phone(s) <u>(412) 496-4988</u> Fax _____ Email <u>pamela.stamper@comcast.net</u> Licensee(s) is: <input checked="" type="checkbox"/> Landlord Agent (all company licensees represent Landlord) <input type="checkbox"/> Landlord Agent with Designated Agency (only licensee(s) named above represent Landlord) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Landlord)	

DUAL AND/OR DESIGNATED AGENCY

A Broker is a Dual Agent when a Broker represents both Tenant and Landlord in the same transaction. A Licensee is a Dual Agent when a Licensee represents Tenant and Landlord in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Tenant and Landlord. If the same Licensee is designated for Tenant and Landlord, the Licensee is a Dual Agent.

By signing this Agreement, Tenant and Landlord each acknowledge having been previously informed of, and consented to, dual agency, if applicable.

Tenant Initials: GL JB

RL Page 1 of 7

Landlord Initials: DS

THIS FORM SHOULD NOT BE USED FOR THE LEASE OF A MANUFACTURED HOME



Pennsylvania Association of Realtors®

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rev. 9/17; rel. 1/18

1. LEASE DATE AND RESPONSIBILITIES

This Lease for the Property, dated September 23, 2018, is between the Landlord and Tenant. Each Tenant is individually responsible for all of the obligations of this Lease, including Rent, fees, damages and other costs.

2. CO-SIGNERS

Co-signers:

Each Co-signer is individually responsible for all obligations of this Lease, including Rent, late fees, damages and other costs. Co-signers do not have the right to occupy the Property as a tenant without the Landlord's prior written permission.

3. PROPERTY CONTACT INFORMATION

Rental Payments (see Paragraph 7(H) for additional information)

Payable to: Lowenadler Development, LLC Phone: (724) 217-4688

Address: 3359 Fawnway Drive Murrysville Pa 15668

Maintenance Requests

Contact: Joakim Lowenadler

Phone: (724) 217-4688

Address: 3359 Fawnway Drive Murrysville Pa 15668

Email: choicepools@comcast.net

Website:

Emergency Maintenance Contact

Contact: Joakim Lowenadler

Phone: (724) 217-4688

Email: choicepools@comcast.net

Website:

4. STARTING AND ENDING DATES OF LEASE (also called "Term")

(A) Starting Date: October 1, 2018

(B) Ending Date: September 30, 2019, at 12 a.m. [] p.m. [x]

(C) Tenant is required to vacate the Property on the Ending Date unless the parties have entered into a Renewal Term as described in Paragraph 5.

5. RENEWAL TERM

Unless checked below, this Lease will AUTOMATICALLY RENEW for a Renewal Term of Month-To-Month (month-to-month if not specified) at the Ending Date of this Lease or at the end of any Renewal Term unless proper notice is given. Proper notice requires Tenant or Landlord to give at least Sixty days (30 if not specified) written notice before Ending Date or before the end of any Renewal Term. Any renewal will be according to the terms of this Lease or any written changes to it.

[] This Lease will TERMINATE on the Ending Date unless extended in writing.

6. SECURITY DEPOSIT

(A) The Security Deposit will be held in escrow by Landlord, unless otherwise stated here at (financial institution): Dollar Bank

Financial institution Address: William Penn Hwy 15668

(B) When Tenant moves from the Property, Tenant will return all keys and give Landlord written notice of Tenant's new mailing address where Landlord can return the Security Deposit. If Tenant fails to do this, Landlord will not have to provide the list of damages and the remaining security deposit to Tenant as stated in subparagraph (C), below and in the Pennsylvania Landlord and Tenant Act.

(C) Within 30 Days after Tenant moves from the Property, Landlord will give Tenant a written list of any damage to the Property for which the Landlord claims Tenant is responsible. Any remaining Security Deposit will be returned to Tenant within 30 days after Tenant moves from the Property. TENANT IS ADVISED THAT FAILURE TO PROVIDE LANDLORD WITH A FORWARDING ADDRESS MAY CAUSE TENANT TO LOSE SOME RIGHTS.

(D) Landlord may deduct repair costs and any unpaid Rent and Additional Rent from Tenant's Security Deposit. Tenant may be responsible for any unpaid expenses remaining after Landlord deducts costs from the security deposit.

7. RENT

(A) Rent is due in advance, without demand, on or before the 1st day of each month (Due Date).

(B) The amount of Total Rent due during the Term is: \$9,000.00

(C) The Rent due each month is: \$750.00

(D) If Rent is more than 5 days (5 if not specified) late (Grace Period), Tenant pays a Late Charge of: \$100.00

(E) All other payments due from Tenant to Landlord, including Late Charges or utility charges, are considered to be Additional Rent. Failure to pay this Additional Rent is a breach of the Lease in the same way as failing to pay the regular Rent.

(F) Tenant agrees that all payments will be applied against outstanding Additional Rent that is due before they will be applied against the current Rent due. When there is no outstanding Additional Rent, prepayment will be applied to the month's Rent that would be due next.

(G) Tenant will pay a fee of \$60.00 for any payment that is returned or declined by any financial institution for any reason. If payment is returned or declined, the Grace Period does not apply and the Late Charges will be calculated from the Due Date. Any Late Charges will continue to apply until a valid payment is received.

Tenant Initials:

[Handwritten initials]

Landlord Initials:

[Handwritten initials]

- (H) Landlord will accept the following methods of payment: (Cash) (Money Order) (Personal Check) (Credit Cards) (Cashier's Check) (Other: _____)
Landlord can change the acceptable methods of payment if a method fails (check bounces, credit card is declined, etc.).
- (I) The first \$ 750.00 of Rent due will be made payable to Coldwell Banker (Broker for Landlord, if not specified). The Security Deposit will be made payable to Landlord, or Landlord's representative.
- (J) The Security Deposit may not be used to pay Rent during the Term or Renewal Term of this Lease.

8. PAYMENT SCHEDULE

	Due Date	Paid	Due
(A) Security Deposit: <u>Lowenadler Development LLC</u>	<u>09/23/2018</u>	\$ <u>750.00</u>	\$ _____
(B) First month's Rent: <u>Coldwell Banker</u>	<u>09/23/2018</u>	\$ <u>750.00</u>	\$ _____
(C) Other: _____	_____	\$ _____	\$ _____
(D) Other: _____	_____	\$ _____	\$ _____
(E) Other: _____	_____	\$ _____	\$ _____
Total Rent and security deposit received to date:		\$ <u>1,500.00</u>	\$ _____
Total amount due			\$ _____

9. USE OF PROPERTY AND AUTHORIZED OCCUPANTS

- (A) Tenant will use the Property as a residence ONLY.
- (B) Not more than 3 people will live at the Property. List all other occupants who are not listed as Tenants in this Lease:
 Name _____ 18 or older Name _____ 18 or older
 Name _____ 18 or older Name _____ 18 or older
 Guide or support animals: Type _____ Breed _____ Name _____
 Additional information is attached

10. POSSESSION

- (A) Tenant may move in (take possession of the Property) on the Starting Date of this Lease.
- (B) If Tenant cannot move in within 10 days (0 if not specified) after Starting Date because the previous tenant is still there or because of property damage which makes the Property unsafe, unsanitary, or unfit for human habitation, Tenant's exclusive rights are to:
 1. Change the Starting Date of the Lease to the day when Property is available. Tenant will not owe or be charged Rent until the Property is available; OR
 2. End the Lease and have all money already paid as Rent, Additional Rent or Security Deposit returned, with no further liability on the part of Landlord or Tenant.

11. LANDLORD'S RIGHT TO ENTER

- (A) Tenant agrees that Landlord or Landlord's representatives may enter the Property at reasonable hours to inspect, repair, or show the Property. Tenant does not have to allow possible tenants or other licensees to enter unless they are with Landlord or Landlord's representative, or they have written permission from the Landlord.
- (B) When possible, Landlord will give Tenant 24 hours (24 if not specified) notice of the date, time, and reason for the visit.
- (C) In emergencies, Landlord may enter the Property without notice. If Tenant is not present, Landlord will notify Tenant who was there and why within 48 hours (24 if not specified) of the visit. Showing the property is not considered an emergency.
- (D) Landlord may put up For Sale or For Rent signs, use lock boxes, and take pictures and video on, in, or near the Property.

12. RULES AND REGULATIONS

- (A) Rules and Regulations for use of the Property and common areas are attached.
 Homeowners Association or Condominium rules and regulations for the Property are attached.
- (B) Any violation of the Rules and Regulations is a breach of this Lease.
- (C) Landlord may create or modify the Rules and Regulations if the change benefits the Tenant, is intended to protect the condition or value of the Property, or improves the health, safety, or welfare of others. Landlord agrees to provide all changes to Tenant in writing.
- (D) Tenant is responsible for Tenant's family and guests obeying the Rules and Regulations and all laws.
- (E) If any fine is imposed on Landlord by the municipality or any other governing body because of the actions of Tenant, or Tenant's family or guests, Tenant will reimburse Landlord or pay the fine. Any unpaid fines will be considered Additional Rent.

13. PETS

Tenant will not keep or allow any pets on any part of the Property, unless checked below. Guide and support animals are not pets.
 Tenant may keep pets with Landlord's written permission according to the terms of the attached Pet Addendum and/or Rules and Regulations.

14. CONDITION OF PROPERTY AT MOVE IN

Tenant has inspected the Property and agrees to accept the Property "as-is," except for the following: _____

Tenant Initials: MLB

Landlord Initials: DL

15. APPLIANCES INCLUDED

(Range/Oven) (Cooktop) (Refrigerator) (Dishwasher) (Washer) (Dryer) (Garbage Disposal) (Microwave) (Air Conditioning Units - Number: _____) (Other Dehumidifier)

Landlord is responsible for repairs to appliances listed above unless otherwise stated here: Washer & Dryer for convenience only. May not be replaced or repaired if breaks.

16. UTILITIES AND SERVICES

Landlord and Tenant agree to be responsible for the following utilities and services provided for the Property as marked below, including connection and payment of fees and charges. If a service is not marked as being the responsibility of Landlord, it is the responsibility of Tenant to pay for that service. Landlord is not responsible for loss of service if interrupted by circumstances beyond Landlord's control. Tenant will notify Landlord if Tenant receives any notices from utility companies of a pending termination of service.

Landlord Tenant

- Cooking Gas/Fuel
- Electricity
- Cable/Satellite Television
- Condominium/Homeowners Association Fee
- Parking Fee
- Maintenance of Common Areas
- Trash Removal
- Recycling Removal
- Sewage Fees _____
- Sewer Maintenance
- Heater Maintenance
- _____

Landlord Tenant

- Air Conditioning
- Air Conditioning Maintenance
- Heat _____ (type)
- Hot Water _____ (type)
- Cold Water
- Pest/Rodent Control
- Bed Bugs Remediation
- Snow/Ice Removal
- Telephone Service
- Lawn and Shrubbery Care
- Furnace filters to be replaced
- on regular basis

Comments: If any sewer repairs are the direct result of tenants negligence, tenant will be held responsible for the cost of repairs. Damage due to tenant negligence.

17. TENANT'S CARE OF PROPERTY

(A) Tenant will:

1. Keep the Property clean and safe.
2. Dispose of all trash, garbage and any other waste materials as required by Landlord and the law.
3. Use care when using any of the electrical, plumbing, heating, ventilation or other facilities or appliances on the Property, including any elevators.
4. Notify Landlord immediately of any repairs needed and of any potentially harmful health or environmental conditions.
5. Obey all federal, state, and local laws that relate to the Property.
6. Clean up after pets and guide and support animals on the Property, including common areas.

(B) Tenant will not:

1. Keep any flammable, hazardous or explosive materials on the Property, with the exception of common household goods intended for lawful use.
2. Destroy, damage or deface any part of the Property or common areas.
3. Disturb the peace and quiet of other tenants or neighbors.
4. Cancel or close utility accounts paid by Tenant during the term of the Lease, without the written permission of Landlord.
5. Make changes to the Property, such as painting or remodeling, without the written permission of Landlord. Tenant agrees that any changes or improvements made will belong to Landlord.
6. Perform any maintenance or repairs on the Property unless otherwise stated in the Rules and Regulations, if any.

(C) Tenant will have breached this Lease and will be responsible for damages if Tenant does not comply with any requirements listed in (A) or (B), above.

(D) Tenant is responsible to pay the costs for repairing any damage that is the fault of Tenant, Tenant's family, guests, and/or guide and support animals.

18. DETECTORS AND FIRE PROTECTION SYSTEMS

(A) Landlord has installed (Smoke Detectors) (Carbon Monoxide Detectors) (fire extinguishers) in the Property. Tenant will maintain and regularly test detectors to be sure they are in working order, and will replace detector batteries as needed.

(B) Tenant will immediately notify Landlord, maintenance or emergency contact (See Paragraph 3) of any broken or malfunctioning detectors.

(C) Failure to properly maintain detectors, replace detector batteries or notify Landlord, maintenance or emergency contact (See Paragraph 3) of any broken or malfunctioning detectors is a breach of this Lease.

(D) Landlord may provide additional fire protection systems for the benefit of Tenant. Responsibility for maintaining these systems is stated in the Rules and Regulations, if any.

(E) Tenant will pay for damage to the Property if Tenant fails to maintain or misuses detectors or other fire protection systems.

Tenant Initials:

ML JB

Landlord Initials:

DS
LDL

19. DESTRUCTION OF PROPERTY

- (A) Tenant will notify Landlord, maintenance or emergency contact (See Paragraph 3) immediately if the Property is severely damaged or destroyed by fire or by any other cause. Tenant will immediately notify Landlord, maintenance or emergency contact (See Paragraph 3) of any condition in the Property that could severely damage or destroy the Property.
- (B) If Tenant, their family or guests cause damage by fire or by other means, this Lease will remain in effect and Tenant will continue to pay rent, even if Tenant cannot occupy the Property.
- (C) If the Property is severely damaged or destroyed for any reason that is not the fault of Tenant:
 1. Tenant may continue to live on the livable part of the Property and pay a reduced rent as agreed to by Tenant and Landlord until the damage is repaired, OR
 2. If the law does not allow Tenant to live on the Property, this Lease is ended.

20. INSURANCE AND RELEASE

- (A) Tenant understands that Landlord's insurance does not cover Tenant, Tenant's personal property, or Tenant's guests. Tenant is advised to obtain personal property and liability insurance to protect Tenant, Tenant's personal property, and Tenant's guests who may be injured while on the Property.
 - IF CHECKED, Tenant must have insurance policies providing at least \$ 20,000.00 personal property insurance and \$ 300,000.00 liability insurance to protect Tenant, Tenant's personal property and Tenant's guests who may be injured while on the Property. Tenant must maintain this insurance through the entire Term and any Renewal Term. Tenant will provide proof of insurance upon request. Tenant will notify Landlord within 10 days of changes to or cancellation of these policies.
- (B) Landlord is not legally responsible for any injury or damage to Tenant, Tenant's family, or Tenant's guests that occurs on the Property.
- (C) Tenant is responsible for any loss to Landlord caused by Tenant, Tenant's family or Tenant's guests, including reasonable attorney's fees associated with that loss, if awarded by a court.

21. HOLDOVER TENANTS

If Tenant occupies the Property after the Ending Date or end of any Renewal Term, Tenant will be considered a holdover tenant and will be causing Landlord financial harm ("damages"). These damages will be equal to the monthly Rent plus 10 %, prorated on a daily basis, plus any additional financial costs, including but not limited to eviction costs and reasonable attorney's fees that may be awarded by a court, incurred as a result of the tenant holding over. These damages are separate from and in addition to Landlord's right to seek reimbursement for any physical destruction to the Property caused by Tenant, Tenant's family, or Tenant's guests.

22. TENANT ENDING LEASE EARLY

Tenant may not end this Lease before the Ending Date of the Lease or any Renewal Term unless otherwise agreed to by the parties in writing.

23. ABANDONMENT OF PERSONAL PROPERTY

- (A) When the Term, or any Renewal Term, ends, Tenant must remove all of Tenant's personal property from the Property. Any of Tenant's remaining personal property may be considered abandoned if any of the following apply:
 1. Tenant has vacated the Property after termination of the Lease;
 2. An eviction order or order for possession has been entered in favor of Landlord, and Tenant has vacated the Property and removed almost all of Tenant's personal property;
 3. An eviction order or order for possession has been entered in favor of Landlord;
 4. Tenant has vacated the Property, removed almost all of Tenant's personal property and provided Landlord with written notice of a forwarding address; OR
 5. Tenant has vacated the Property without showing an intent to return, Rent is more than 15 days past due and Landlord has posted notice regarding Tenant's rights to Tenant's personal property.
- (B) Before Landlord may remove or dispose of Tenant's personal property, Landlord must provide written notice to Tenant. Tenant will have ten days from the date the notice was postmarked to:
 1. Retrieve Tenant's personal property, OR
 2. Request that Tenant's personal property be stored for up to 30 days. If Tenant requests that Tenant's personal property be stored by Landlord, Tenant understands and agrees that storage will be provided at a location chosen by Landlord, and that Tenant will be responsible for storage costs.
- (C) If Tenant dies and leaves personal property in the Property, then this paragraph does not apply. See Paragraph 28, below.

24. LANDLORD REMEDIES IF TENANT BREACHES LEASE

- (A) If Tenant breaches Lease for any reason, Landlord's remedies may include any or all of the following:
 1. Taking possession of the Property by going to court to evict Tenant.
 2. Filing a lawsuit against Tenant for Rent, damages and Additional Rent, and for Rent and Additional Rent for the rest of the Term or any Renewal Period. If Landlord wins (gets a money judgment against Tenant), Landlord may use the court process to garnish Tenant's wages and take Tenant's personal assets, such as goods, furniture, motor vehicles and money in bank accounts.
 3. Keeping Tenant's Security Deposit to be applied against unpaid Rent or damages, or both.
 4. Tenant paying for Landlord's reasonable attorney's fees and costs, if awarded by a court.
- (B) IF TENANT BREACHES THIS LEASE FOR ANY REASON, TENANT UNDERSTANDS AND AGREES THAT TENANT

Tenant Initials:

RLB

Landlord Initials:

DS
DL

HAS WAIVED OR GIVEN UP TENANT'S RIGHT TO A NOTICE TO MOVE OUT UNLESS A DIFFERENT PERIOD FOR PROVIDING NOTICE IS REQUIRED BY LOCAL ORDINANCE OR IS STATED HERE: RL JB

- 25. **TRANSFER AND SUBLEASING**
 - (A) Landlord may transfer this Lease to another landlord. Tenant agrees that this Lease and any written changes to it remains the same with the new Landlord.
 - (B) Tenant may not transfer this Lease or sublease (rent to another person) the Property or any part of the Property without Landlord's written permission.
- 26. **SALE OF PROPERTY**
 - (A) If Property is sold, Landlord will give Tenant in writing:
 - 1. Notice that the Security Deposit and/or prepaid Rent has been transferred to the new landlord.
 - 2. The name, address and phone number of the new landlord and where Rent is to be paid, if known.
 - (B) Tenant agrees that Landlord may transfer Tenant's Security Deposit and advanced Rent to the new landlord.
 - (C) Landlord's responsibilities to Tenant under this Lease end after the Property has been sold and the Lease transferred to a new landlord.
- 27. **IF GOVERNMENT TAKES PROPERTY**
 - (A) The government or other public authority can take private property for public use. The taking is called condemnation.
 - (B) If any part of the Property is taken by the government, Landlord will reduce Tenant's Rent proportionately. If all the Property is taken or is no longer usable, this Lease will end. Tenant will move out and Landlord will return to Tenant any unused Security Deposit or prepaid Rent.
 - (C) No money paid to Landlord for the condemnation of the Property will belong to Tenant.
- 28. **DEATH OF TENANT DURING LEASE TERM**
 - (A) If Tenant dies during the Term, or any Renewal Term, of this Lease and Tenant's personal property remains in the Property, the personal property will not be considered abandoned as defined in the Landlord and Tenant Act. When a tenant dies and leaves behind personal property, the treatment of that personal property is governed by Title 20 of the Pennsylvania Consolidated Statutes relating to decedents, estates and fiduciaries.
 - (B) If Tenant dies during the Term, or any Renewal Term, of this Lease and Tenant is the sole tenant of the Property, Tenant's representative may terminate this Lease upon 14 days written notice to Landlord. When Tenant's representative terminates this Lease pursuant to this Paragraph, the date of termination will be the last day of the second calendar month that follows the calendar month in which Tenant died or upon surrender of the rental unit and removal of all of Tenant's personal property, whichever occurs later.
 - (C) Tenant's estate will be required to pay Rent, Additional Rent and any other sums due to Landlord, including expenses that Landlord may incur as a direct result of Tenant's death. Tenant's estate is not required to pay any penalty, and is not liable for any damages, to landlord for breach of contract or early termination of the Lease.
- 29. **TENANTS' RIGHTS**
 - (A) Landlord cannot increase rents, decrease services, or threaten to go to court to evict Tenant because Tenant: (1) complains to a government agency or to Landlord about a building or housing code violation; (2) organizes or joins a tenant's organization; or (3) uses Tenant's legal rights in a lawful manner.
 - (B) Landlord or property owner may have a mortgage on the Property. The rights of the mortgage lender come before the rights of the Tenant. For example, if Landlord fails to make mortgage payments, the mortgage lender could take the Property and end this Lease. Landlord will notify Tenant immediately if the property owner or Landlord receive a notice of foreclosure.

TENANT MAY BE WAIVING OR GIVING UP TENANT'S RIGHTS. TENANT UNDERSTANDS THAT IF THERE IS A FORECLOSURE, THE NEW OWNER MAY HAVE THE RIGHT TO END THIS LEASE.
- 30. **LEAD-BASED PAINT HAZARD DISCLOSURES FOR PROPERTY BUILT BEFORE 1978**
 - Property was built in or after 1978. No Lead-Based Paint Hazards Disclosure is required.
 - Property was built before 1978. Before signing this Lease, Tenant must receive a separate Lead-Based Paint Hazards Disclosure disclosing the presence of lead-based paint and lead-based paint hazards on the Property, such as PAR form LPDR, and a federally approved pamphlet on lead poisoning prevention.
- 31. **PENNSYLVANIA PLAIN LANGUAGE CONSUMER CONTRACT ACT**

The Office of Attorney General has not pre-approved any special conditions or additional terms added by any parties. Any special conditions or additional terms must comply with the Pennsylvania Plain Language Consumer Contract Act.
- 32. **CAPTIONS**

The headings in this Lease are meant only to make it easier to find the paragraphs.
- 33. **ENTIRE AGREEMENT**

This Lease is the entire agreement between Landlord and Tenant. No spoken or written agreements made before signing this Lease are a part of this Lease unless they are included in this Lease in writing. No waivers or modifications of this Lease during the Term of this Lease are valid unless in writing signed by both Landlord and Tenant, including modifications made to the Rules and Regulations under Paragraph 12.

Tenant Initials: RL JB

Landlord Initials: DS WL

34. SPECIAL CLAUSES

(A) The following are part of this Lease if checked:

- Change of Lease Terms Addendum (PAR Form CLT)
- Pet Addendum (PAR Form PET)
- Residential Lead-Based Paint Hazards Disclosure Form for rentals (PAR form LPDR)
- Coldwell Banker Rules & Regs
-

(B) Additional Terms: **Non smoking residence.** Any request for changes/updates to be approved by owner by written authorization.

NOTICE BEFORE SIGNING: If Tenant or Landlord has legal questions, Tenant or Landlord is advised to consult an attorney. If a real estate licensee is involved in the transaction on behalf of either party, by signing below, Landlord and Tenant acknowledge receipt of the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336 and/or §35.337.

By signing below, Landlord and Tenant acknowledge that they have read and understand the notices and explanatory information set forth in this Lease.

A property manager may be acting as an agent for Landlord and may execute this Lease on the Landlord's behalf.

TENANT George W. Little *George W. Little* DATE 9-23-18

TENANT Jazzmine A. Boyd *Jazzmine Boyd* DATE 9-23-18

TENANT _____ DATE _____

CO-SIGNER _____ DATE _____

CO-SIGNER _____ DATE _____

CO-SIGNER _____ DATE _____

LANDLORD Lowenadler Development LLC *Lowenadler Development LLC* DATE 9/23/2018 3:45:15 P

LANDLORD _____ DATE _____

DocuSigned by:
Lowenadler Development LLC
 595E365FFBEF445...

EXECUTED ON BEHALF OF LANDLORD BY AUTHORIZED BROKER/ASSOCIATE BROKER _____ DATE _____

LANDLORD TRANSFERS LEASE TO A NEW LANDLORD

As part of payment received by Landlord, _____ (current Landlord) now transfers to other benefits. _____ (new landlord) his heirs and estate, this Lease and the right to receive the Rents and

CURRENT LANDLORD _____ DATE _____

CURRENT LANDLORD _____ DATE _____

NEW LANDLORD _____ DATE _____

NEW LANDLORD _____ DATE _____

Updated: 9/2013



BROKER PROPERTY MANAGEMENT
COMMISSION AUTHORIZATION ADDENDUM

Property Address: 1733 Hill St, White Oak, PA 15131

Lease Dated: September 22, 2018

Landlord and Tenant authorize and direct the Tenant's first month's rent check, made payable to Coldwell Banker Real Estate Services, to be applied to pay the Broker's commission due to Coldwell Banker Real Estate Services for services rendered. All subsequent rent checks will be paid pursuant to the terms of the lease.

George W. Little
Tenant/Lessee Signature
George W. Little

9-23-18
Date

Witness

Jazzmine A. Boyd
Tenant/Lessee Signature
Jazzmine A. Boyd

9-23-18
Date

Witness

Tenant/Lessee Signature

Date

Witness

DocuSigned by:

Lowenadler Development LLC
Owner/Landlord/Lessor Signature

9/23/2018 3:45:15 PM PDT

Lowenadler Development LLC

Date

Witness

Owner/Landlord/Lessor Signature

Date

Witness



Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) PS Lessee has received copies of all information listed above.

(d) JB Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

DocuSigned by: <u>Lownadler Development LLC</u>	9/6/2018 10:21:09	DocuSigned by: <u>Lownadler Development LLC</u>	9/23/2018 3:45:15 PM
Lessor <u>Lownadler Development LLC</u>	Date	Lessee <u>Jasmine Boyd</u>	Date
<u>Key W. Heath</u>	9-23-18	<u>Jasmine Boyd</u>	9-23-18
Lessee <u>Pamela Stamper</u>	Date	Agent <u>Pamela Stamper</u>	Date
<u>Pamela Stamper</u>	9/6/2018 10:18:48 AM PDT	<u>Pamela Stamper</u>	9-23-18
Agent <u>Pamela Stamper</u>	Date	Agent <u>Pamela Stamper</u>	Date

Updated: 4/2014



RULES AND REGULATIONS

For Property Located At: 1733 Hill St, White Oak, PA 15131

Lease Dated: September 22, 2018

The Rules and Regulations below are a part of the Agreement between the Landlord and Tenant. As stated in the Agreement, violation or breach of any of the Rules and Regulations is a breach of the terms, covenants, and conditions of the Agreement and the non-breaching party will be entitled to exercise any or all remedies provided in the Agreement.

1. There will be no waterbeds within the leased premises.
2. Tenant will not install shelving, picture hooks/adhesive hooks, wallpaper, paint, or alter in any way the features of the leased premises without the prior written consent of the Landlord. Damage resulting from picture hanging is not considered normal wear and tear.
3. Tenant will not permit any person(s), except those provided for in the Agreement, to occupy the leased premises for longer than fourteen (14) consecutive days without notifying the Landlord.
4. Tenant will keep the leased premises clean and dispose of all rubbish, garbage, and other waste in a clean and safe manner and will at all times be in compliance with all recycling programs. Tenant will be responsible for setting garbage cans out on the curb no sooner than one day before pickup, if applicable.
5. Tenant to provide the Landlord or Agent with Telephone Number within ten (10) days of taking occupancy.
6. If tenant changes employment during occupancy, it is necessary that Tenant notify the Landlord or Agent of change and provide name and phone number of new employer.
7. Tenant will not paint any unpainted woodwork in or on the leased premises.
8. The fee for opening a locked house during business hours is \$50.00. If the Agent is not available the Tenant is responsible to contact a professional locksmith and to arrange opening of the locked door and payment with the locksmith.
9. Tenant agrees to keep premises neat, clean, and vermin free at all times. If premises become infested during occupancy, Tenant agrees to have them promptly exterminated at Tenant's expense.
10. Tenant is responsible for having carpet(s) professionally shampooed upon vacating with a copy of the receipt provided to the landlord upon move-out. If pet(s) inhabit or inhabited the unit the tenant will have the carpets professionally shampooed and deodorized upon vacating and will provide a receipt to the landlord upon move-out.
11. Tenant agrees not to change locks on the premises or to add a lock without the written permission of the Landlord. If permission is granted, and the Tenant changes locks or adds a lock, tenant agrees to provide a copy of the new key to the Landlord or Agent. If the Landlord changes the keying, there will be a cost to the Tenant at prevailing rates.
12. Tenant is not permitted to use alternative heating sources such as space heaters, kerosene heaters, etc. without prior written consent of the landlord.
13. Tenant is not permitted to install a satellite dish, additional television or internet cables without the written permission of the owner.
14. Tenant must use light bulbs not to exceed the required wattage.
15. Tenant agrees to replace or clean furnace filters every 6-8 weeks including the summer months if the property has central air conditioning. Tenant also agrees to clean air conditioning coils, maintain salt in any water softener and change screen and storm windows.
16. Tenant agrees that tenant will be held financially responsible for the cleaning and any subsequent damage caused by stoppages in the sewer and drain lines unless proven to be a house defect.
17. **Moisture Accumulations:** Resident shall remove any visible moisture accumulation in or on the leased premises, including on walls, floors, ceilings, and bathroom fixtures; use exhaust fans in kitchen and bathroom when necessary and allow the fan(s) to run until all excess moisture has been vented. Resident agrees to keep climate and moisture in the leased premises at reasonable levels.

ML TENANT INITIALS JB TENANT INITIALS DL OWNER INITIALS (Page 1 of 2)

- 18. **Cleanliness:** Resident shall clean and dust the leased premises regularly and shall keep the leased premises, particularly the kitchen and bath, clean. Resident agrees to not allow damp clothes, cloth of any kind, or other material, to lie in piles for an extended period of time.
- 19. **Laundry:** Resident agrees when washing/drying clothes to make sure condensation does not build up within the washer/dryer closet; if condensation does accumulate, the resident agrees to dry it with a fan or towel.
- 20. **Closets:** Resident agrees to not overfill closets or storage areas. Ventilation is important in these areas.
- 21. **Humidifiers:** Resident agrees to not use humidifiers in the leased unit for any reason. Tenant also agrees to clean humidifier (if humidifier or dehumidifier is permitted by written permission of landlord).
- 22. Dryer filters/vents must be cleaned of lint/debris after each load of laundry.
- 23. Water shut off valve to the exterior hose bib must be turned off no later than October 15th to prevent freezing.
- 24. Tenant may not keep or use any illegal drugs or substances in the rental unit and any violation shall be grounds for immediate eviction.
- 25. Tenant agrees to keep the heat at a reasonable temperature during the winter months so that the pipes do not freeze. Tenant takes full financial responsibility if the pipes freeze as a result of a lack of heat.
- 26. If lawn and shrubbery care are tenant's responsibility, tenant agrees, at tenant's expense, to take reasonable care of any lawn, trees, vines, flower gardens, and shrubbery around the residence. If snow removal is tenant's responsibility the tenant also agrees to remove snow and ice from driveways and sidewalks.
- 27. MAINTENANCE: YOU WILL BE CHARGED FOR ANY REQUEST FOR SERVICE THAT COULD HAVE BEEN PREVENTED BY A PRUDENT PERSON USING NORMAL CARE TO INVESTIGATE THE CAUSE OF THE PROBLEM OR EQUIPMENT MALFUNCTION AND FOR REPAIRS THAT ARE NECESSARY BECAUSE OF ABUSE OR NEGLIGENCE.
- 28. IT IS UNDERSTOOD AND AGREED THAT ANY CHANGE OR CHANGES IN TENANCY REQUESTED BY TENANT WHICH RESULTS IN THE NEED FOR A NEW LEASE, AS DETERMINED BY THE LANDLORD OR AGENT, WILL CARRY A \$50.00 CHARGE TO THE TENANT PAYABLE AT THE TIME THE NEW LEASE IS PREPARED. THIS CLAUSE APPLIES DURING THE TERM OF THIS LEASE OR ANY RENEWAL PERIOD. IN THE EVENT TENANT MISPLACES OR NEEDS ANOTHER LEASE OR RENEWAL PREPARED, A \$20.00 CHARGE TO THE TENANT SHALL BE PAYABLE AT THE TIME OF ISSUE.
- 29. **Violation of Rules and Regulations:** Violation of these rules and regulations shall be deemed a material violation under the terms of the Lease and the Landlord shall be entitled to exercise all rights and remedies it possesses against the Resident.

BY SIGNING THE RULES AND REGULATIONS AGREEMENT, EACH TENANT AGREES THAT THE TENANT HAS READ AND UNDERSTANDS ALL OF THE TERMS AND CONDITIONS IN THIS LEASE.

RULES AND REGULATIONS ARE PART OF THE LEASE BETWEEN LANDLORD AND TENANT

Sign Here Myra White A.
Tenant/Lessee Signature

Date Here 9-23-18
Date

Sign Here George W. Little
Tenant/Lessee Signature

Date Here 9-23-18
Date

Sign Here Jazzmine A. Boyd
Tenant/Lessee Signature

Date Here _____
Date

Sign Here Lowenadler Development LLC
Owner/Landlord/Lessor Signature

Date Here 9/23/2018 3:45:15 PM PDT
Date

Sign Here Lowenadler Development LLC
Owner/Landlord/Lessor Signature

Date Here _____
Date