

St. Martin By The Bay Lease Agreement

This lease is made as of the 11th day of Oct 2008, by and between The Saint Martins by the Bay Homeowners Association P.O. Box 1404 Berlin MD 21811 (Lessor), and Craig Pohland at 11553 Nova Court Berlin MD 21811. (The Lessee).

Witnesseth:

Whereas, The lessor St. Martins by The Bay HOA desires to rent the storage building next to the Swimming pool facility off Saint Martins Parkway in the St. Martins by the bay Community to the Lessee Craig Pohland.

NOW, THEREFORE, for and in consideration of the payments, covenants and conditions hereinafter set forth to be made, the lessor and lessee hereby agree as follows:

The lessee Mr. Pohland has agreed to perform the following improvements to afore mentioned storage facility.

- ✓ Remove all debris, mud etc. from the building.
- ✓ Strip the roof, replace rotten plywood and re-shingle the roof.
- ★ Repair/Recover all fascia boards and eaves. Soffit
- ✓ Repair/replace roll-up door, and replace the entry door with a new door that locks to secure the building. Build a new door jam for the roll up door.
- ✓ Paint roll-up door & jam, and new entrance door.
- ★ Repair exterior security lights. Not
- ★ Install a 1-block foundation, and new treated sill plate completely around the NEED SIDE BETWEEN POOL HOUSE + PATHS the lower portion of the building. Remove and replace all rotten wood around the lower walls of the building.

The above repairs must be completed by June 1, 2010 [Signature] [Signature] June 31, 2009. Failure to complete the afore mentioned repairs by the due date, shall be grounds for termination of this agreement. Any repairs completed to that date shall constitute rent due. Both parties will agree to terminate the agreement in good terms with all fees to date being paid in full.

Mr. Pohland has provided the HOA with the attached estimate for the afore mentioned repairs in the sum of \$15,000. This sum will act as the security deposit and cover the monthly rental payments as set out below.

Improvements to the property
(Sum to be credited toward security deposit and monthly rental payments)

\$15,000

Security Deposit:

\$300.00

Monthly Rental Payment (\$300 per month) x 50 months Total Credit

15,000

As of the 1 day of March 2013 Mr. Pohland's rental credit will have expired, Mr. Pohland shall be allowed to continue renting the facility at a cost of \$300.00 per month for a period of 4 years. This lease will expire on the Feb 28th day of 2013.

Mr. Pohland agrees to the following terms and conditions of the lease between the two parties.

Commercial/Construction vehicles will not be allowed to be parked outside of the building or in the association's boat parking area with the exception of one dump utility trailer, without written consent from the HOA board of directors. The above does not apply during times of actual construction, however at the end of each working day all construction equipment must be put inside the storage area.

This building will be used for storage only, no commercial activities will be allowed and no repair work is permitted.

The building must be locked and secured at all times.

The Homeowners Association requires that Mr. Polland will carry all of the appropriate insurance coverage's, and will not hold the HOA of St. Martins liable for loss under any of the following:

- Fire Damage,
- Wind Damage,
- Structural Failure
- Flood damage
- Burglary
- Personnel Injury
- Personal Liability

Mr. Pohland must obtain and maintain two fire extinguishers, one in the front of the building near the front door, and another in the rear of the building. These extinguishers' must be mounted on the wall, and the area around them kept clear of clutter and debris.

Mr. Pohland cannot sub lease the property without written consent, and approval of the HOA board of directors.

Alterations:

Lessee shall not make any large scale alterations outside of the afore mentioned repairs (in excess of \$200.00) to the building without a majority vote from the HOA. Any alterations completed by the Lessee will be done at his own expense unless the lessee obtains a written agreement with the HOA board of directors.

Utilities:

Electric service can be used via the current meter that feeds the swimming pool. Mr. Pohland may use the electric service attached to our swimming pool facility until January 31st 2009. At this

C.L. Pohland Construction

11553 Nova Court
Belrin, Md 21811

Estimate

DATE	ESTIMATE #
8/4/2008	82

NAME / ADDRESS
St Martins By The Bay

		TERMS	PROJECT	
ITEM	DESCRIPTION	COST	QTY	TOTAL
Proposal	We hereby propose to furnish the labor and Materials necessary for the completion of all Foundation work , repair roof system and new shingles, soffit and fascia).(New siding at a later date to be added towards rent). The above work shall be performed over a period of 12 months . from the start of lease 10 Year lease for work performed. All material is guaranteed to be as specified , and the above work to be preformed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of \$ 15000.00_	15,000.00		15,000.00
Price Quotation		TOTAL \$15,000.00		

SIGNATURE _____