



RSW Investments LLC
Mansion Creek Subdivision



LANDLORD & TENANT MAINTENANCE RESPONSIBILITIES

MAINTENANCE BY LANDLORD

Landlord shall:

- a. Comply with the requirements of applicable building and housing codes materially affecting health and safety.
- b. Make all repairs and do whatever is necessary to put and keep the Dwelling Unit in a fit and habitable condition.
- c. Keep all common areas of the Dwelling Unit in a clean and safe condition, but Landlord shall not be liable for any injury caused by any objects or materials which belong to, or which may have been placed by, a Tenant in the common areas of the Dwelling Unit used by Tenant.
- d. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliance.
- e. Provide and maintain appropriate receptacles and conveniences, accessible to the Tenant, for the central collection and removal of garbage, rubbish, ashes, and other waste incidental to the occupancy of the dwelling Unit and arrange for their removal. Landlord will arrange for removal of receptacles used for the central collection of garbage, rubbish, ashes, and other waste.
- f. Supply running water and reasonable amount of hot water at all times and reasonable heat, except where the building that includes the Dwelling Unit is not required by law to be equipped for that purpose, or the Dwelling Unit is so constructed that heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by direct utility connection.

MAINTENANCE BY TENANT

Tenants and occupants shall:

- a. Comply with all obligations primarily imposed upon Tenants by applicable provision of building and housing codes materially affecting health and safety.
- b. Keep that part of the Dwelling Unit that Tenant occupies and uses as clean and safe as the condition of the Dwelling Unit permits.
- c. Dispose from the Dwelling Unit all ashes, rubbish, garbage, and other waste in a clean and safe manner. No rubbish, garbage, or other waste may be burned by Tenant.
- d. Keep all plumbing fixtures in the Dwelling Unit or used by Tenant as clean as their condition permits.
- e. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators in the Dwelling Unit.
- f. Not deliberately or negligently destroy, deface, damage, impair or remove a part of the Dwelling Unit, or knowingly permit a person to do so.
- g. Act in a manner that will not disturb a neighbor's peaceful enjoyment of the Dwelling Unit.
- h. Tenant will not permit or allow the Dwelling Unit to be damaged or depreciated in value by any act or negligence of the Tenant or anyone occupying or visiting Tenant's Dwelling Unit.