

## Rules and Regulations

The following Rules and Regulations are a binding part of your Lease. We provide these Rules and Regulations for your benefit and the benefit of the other residents in the Apartment Community. Please understand that any violation of one of these Rules and Regulations by you or your guest constitutes a violation of the Lease, and Landlord may proceed with legal proceedings provided for under the Lease and provided by law. Violation of these Rules and Regulations could result in injury or death to you and others or damage or loss to personal property. **YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR AND ACCEPT FULL LIABILITY FOR ANY INJURY, DAMAGE, CLAIM OR ACTION RELATED TO YOUR VIOLATION OF ANY OF THE APARTMENT COMMUNITY RULES AND REGULATIONS.** Defined terms used herein, which are not otherwise defined herein, shall have the meanings ascribed to them in the Lease.

### **USE AND CONDITION OF APARTMENT AND LEASED PREMISES; MAINTENANCE**

Windows and all doors shall not be obstructed and use of foil or other similar materials over windows is prohibited. If Landlord provides blinds on windows, you may not remove such blinds. If you install draperies over the blinds, any damage to the blinds will be repaired by you or at your expense. No article, sign, poster, decoration, or thing may be hung or placed on the outside of an Apartment or Building, or displayed on the inside of an Apartment, so as to be visible from outside of the Apartment. Screens, if provided, must remain in place at all times.

- Damage to property, including but not limited to paint, plaster, walls, appliances, doors, cabinets, carpets, floors, furniture, or damage to any part of the Leased Premises caused by leaving windows or doors open during inclement weather will be your responsibility. You may not remove any furniture, equipment or appliances from the Apartment. You cannot paint or wallpaper any of the walls in the Apartment. If you do so, you will be fined and charged to repaint the walls.
- Balcony/patio areas are to be kept in a clean and orderly manner. Balconies/patios are not to be used as storage areas and articles must not be hung over railings. No trash may be kept on balconies/patios at any time. Furniture provided by Landlord for use within the Apartment Community may not be stored on balconies/patios. Objects such as bicycles and coolers may not be stored on balconies/patios. Bicycles must be kept in bicycle storage areas or bike racks located throughout the Apartment Community. Only balcony/patio furniture may be kept on balconies/patios. You are not allowed to throw any objects from balconies/patios, windows or garage areas. Kegs are not permitted anywhere on the Leased Premises including balconies/patios or garage areas. If any unauthorized items are found on balconies/patios at any time, they may be removed by Manager at your expense, and disposed of, without further notice. Violation of this provision will result in fines and charges related to any damage caused by such violation.
- All light bulbs, tubes, and batteries must be operational at all times during the duration of the Lease Term and at the Lease End Date. Colored bulbs are not allowed in balcony lights or other outside lights. Holiday lights and other decorations are not permitted unless designated by the Manager as appropriate and must be immediately removed upon request by the Manager or with the passing of that specific holiday. If the Manager finds any non-functioning bulbs or batteries, the Manager may opt to replace such bulbs or batteries and bill the cost to you, without further notice, as this is safety issue. If there are recurring violations of this provision, additional fines may be charged.
- Welcome mats may be placed in front of doors, but rugs or carpet remnants are not permitted.
- You may not distribute, post, or hang any signs or notices in any portion of the Apartment Community without approval from the Manager.
- No electrical or telephone wiring may be installed within the Apartment. Absolutely no holes may be drilled within the Leased Premises, including without limitation on outside or inside walls, roof, windows, or balcony railings.
- Locks may not be changed or added by you or your Roommates without prior written permission of Landlord. Locks and the appropriate key card(s) must be left in place upon vacating the Leased Premises. Keys to changed locks will be deposited with the Landlord. If you cause a security issue and Landlord determines that the front door lock, be changed; you will be responsible for all costs associated for said lock change, \$500 for the new Latch installment. You will be fined for after-hour lock outs at \$75.00 per initial; occurrence, and \$125 per additional occurrence. All keys and, if applicable, gate cards and access cards must be returned to Landlord in person by the time specified in the Lease on the Lease End Date or upon termination of occupancy, or Landlord may impose a reasonable charge. No keys or access cards will be accepted by mail. Do not give out or lend keys, gate or lock combinations to anyone.
- Solicitation shall not be permitted at the Apartment Community, either by you, other residents, or outside solicitors. You shall not, without the express written consent of Landlord (which may be withheld in Landlord's sole discretion) distribute or post any handbills, signs or flyers, nor send any mass or global emails to the other people within the Apartment Community.
- If your Apartment contains an overhead sprinkler system, you must take care not to unintentionally trigger such overhead sprinkler system. **Do not** hang items from the overhead sprinklers. A simple depression of the sprinkler head will result in a total draining of water from the system. Neither Landlord nor the Manager will be responsible for any damage incurred from such situations. You will be responsible for all damage to your personal property, as well as for the cost to repair all damage to your Apartment and any other apartment and the Apartment Community, that results from your triggering of the overhead sprinkler system.
- You must dispose of all trash and recycling in the proper bins, dumpsters or trash compactors in various collection areas in the Apartment Community. Residents should not deposit room or apartment trash in litter receptacles located throughout the grounds or building since these are intended for litter, not apartment trash or garbage. Residents should deposit items to be recycled in the appropriately designated recycle receptacles when available. Without further notice, a minimum charge of \$25.00 per bag (or equivalent) service charge will be immediately due and payable by Resident(s) for refuse which is left outside Residents' unit, placed in non-dumpster receptacles, or left elsewhere on the Premises, or for trash removed from apartment by Landlord because it is deemed by Landlord to be a health or safety risk. At move out, trash left in the apartment will also be billed a minimum charge of \$25



per bag (or equivalent), and Landlord will use their discretion and charge an appropriate fee for other furniture or debris left behind after move-out, disposal of which can be expensive.

- If Landlord finds that your apartment is not clean and deems that it could present a health, safety or damage risk, at any time without further notice, Landlord may opt to require you clean the apartment or to have it cleaned, and charge you for this service.
- You must keep all utilities to your Apartment active from the Lease Start Date through the Lease End Date regardless of whether you choose to vacate the Leased Premises before the Lease End Date, or if you choose to move in after the Lease Start Date. You cannot turn off your utilities if you leave temporarily, such as for a vacation. Unless we instruct you otherwise, you must, for 24-hours a day during freezing or hot weather: (i) keep the Apartment heated or cooled to a temperature adequate to prevent the pipes from freezing or organic growth forming; (ii) Keep cabinet and closet doors open (freezing only); (iii) drip hot and cold water faucets (freezing only); and (iv) do not leave windows or door open. You are liable for damage to your property and the property of others if the damage is the result of utilities being turned off or because of broken water pipes, organic growth, or other damages due to your violation of these requirements.
- Pets, unless otherwise authorized by Landlord via an executed Pet Agreement, owned or visiting, are not allowed in your Apartment or on the Leased Premises at any time, with the exception of approved service animals. Approval must be granted prior to service animal entering or residing on the Leased Premises. The following rules shall apply to a violation of this policy:
  - *First violation:* A written warning will be issued to you specifying the complaint, a **\$250.00** per pet charge will be assessed against you, and the Landlord may, in its discretion, declare you to be in default under the Lease. Any pet must be removed from the Leased Premises within twenty-four (24) hours of written notice by Landlord. You will be responsible for cleaning and/or replacing the carpet and/or any furniture due to any damage resulting from a violation of this provision. If you violate this provision, you will be charged (and agree to pay) for flea treatment on the Leased Premises.
  - *Second violation:* Landlord will declare you to be in default under the Lease and you and your Roommates will be responsible for any and all damages caused by the unauthorized pet including but not limited to furniture cleaning and/or replacement and carpet cleaning and/or replacement. You will be charged a second violation charge in the amount of **\$500.00** per pet.
  - If, at Landlord's sole option, we approve a pet, we may charge you additional pet fees and require a pet agreement, as well as valid license and up to date vaccination records. If we find an unauthorized pet and it becomes authorized, we will also charge pet rent back to the beginning of the lease term. If you do not clean up pet waste promptly, we may charge a fine of \$50 per occurrence, and \$100 per occurrence after two occurrences.
- Consumption of alcohol must be in compliance with all federal, state, and local laws. No alcohol containers larger than one gallon are permitted on the Leased Premises. Consumption of alcohol is prohibited in all Common Areas outside of your Apartment. Keg cooling devices are also prohibited. Glass containers are not permitted in common areas of the Apartment Community.
- If Resident causes damage to the carpet Landlord will likely be forced to replace the entire carpet, as it is not possible to repair small sections or carpet. This damage could be from smoke, pets, liquids, or other debris. At Landlord's discretion, to address damage caused by Resident Landlord may have the carpeted professionally cleaned in an attempt to repair damage but could opt to replace if it is deemed that cleaning did or will not resolve the problem. If deemed necessary Resident can be charged for both the cleaning and replacement. Furthermore, damage does not have to be visible to be considered damage; it can also be a smell or odor. Landlord can treat this in the same manner.
- No odor producing items shall be used in or about the Premises. It is understood by Resident that offensive noises and odors are expressly prohibited.
- Driveways, sidewalks, courts, halls, entry passages, stairs and other public areas shall not be obstructed at any time. If they are obstructed Landlord has the right to remove any belongings from common areas and/or fine Residents up to \$100 per occurrence. Bicycles may be parked or stored only in the areas provided for bicycle parking. Bicycles may not be chained to any exterior railings, trees, light poles, or any other structure. Bicycles may be removed from such areas by Landlord and a \$50.00 removal fee will be charged to the owner of the bicycle. Landlord shall not be liable for damage or loss of any bicycles.
- Basements, auxiliary areas, hallways, entryways, breezeways, attics, utility closets, and/or common areas may not be used to store Resident's belonging. If Resident stores belonging in any such area and any damages occurs, it is completely the responsibility of Resident. Landlord will have no liability.
- Residents are not allowed to leave belongings in the apartment after moveout for future Resident unless approved in writing by Landlord.
- Residents will not be permitted to construct lofts, waterbeds, wall partitions, or any similar structure without the written consent of the Landlord, which consent may be withheld in the sole discretion of Landlord.

#### **GUESTS/DELIVERIES**

You must notify Manager in writing of any expected guest(s), delivery service, maid service, etc. and a form of identification may be required (e.g. picture ID). Otherwise we may deny access into the Apartment Community and into your Apartment. Access will not be granted to any person, including guest(s), family members, delivery service, or maid service without your prior written permission. If we opt to provide access with written notice and proper identification, we may charge a convenience fee of \$25.00 per occurrence. All guest(s) must be accompanied by you at all times while on the Leased Premises. Overnight guest(s) may not visit longer than three (3) consecutive days not to exceed six (6) days in one month. If your guest has exceeded three (3) consecutive days and/or six (6) days in one month, you will receive a warning asking for your guest to be gone within a twenty-four (24) hour period. If the situation is not remedied, you will be in violation of your Lease, which could result in your default. If Landlord accepts Resident packages in office Landlord will make an effort to notify Resident as a courtesy but is not obligated

to do so. Landlord is not responsible for any damage to packages. The office will hold a package for a minimum of five days, and then may opt to return package to sender. If Landlord accepts packages in the office Resident may opt to use this address at their own risk. Landlord cannot guarantee the safety of all packages at all times, as Residents collect their own package. If something is taken Landlord will not be responsible for this.

### **COMMON AREAS**

Use of Common Areas within the Apartment Community shall be governed by the rules and regulations posted in the Common Areas and shall be at the risk of you and your family and guests. You and your guests must comply with all posted rules and regulations for Common Areas and amenities. No guest shall be permitted at the clubhouse facilities or amenities unless you are also present, and Landlord may opt to enforce a maximum of two guests per resident using such facilities. No persons under the age of sixteen (16) will be allowed in any recreational area at any time, unless accompanied by an adult. You hereby indemnify Landlord and Manager, and hold Landlord and Manager harmless, against all claims for personal injury sustained by you and your family and/or guests in their use and enjoyment of the Common Areas or other provided facilities and amenities. You are responsible for the actions of your guests. Glass containers pose a serious risk of injury and are PROHIBITED anywhere on the Common Areas of the Apartment Community. Landlord has the right to close amenity and/or community areas as needed for upgrades, routine maintenance, or if Landlord otherwise sees fit due to extenuating circumstances, without providing compensation to Resident. Use of amenity spaces is a privilege and if Resident does not treat the area or other Residents respectfully, they may lose access to such amenities, if notified as such via email by Landlord.

### **FIRE SAFETY/SAFETY**

**DO NOT TOUCH, HANG ANYTHING FROM, OR OTHERWISE TAMPER WITH ANY FIRE PROTECTION OR SPRINKLER HEAD DEVICES. DOING SO COULD RESULT IN BREAKING THE DEVICE AND CAUSING DAMAGE TO THE COMMUNITY. IF, IN OUR SOLE JUDGMENT, YOU OR YOUR GUESTS' OR FAMILY MEMBERS' TAMPERING WITH A DEVICE CAUSES ANY INJURY, LOSS, OR PROPERTY DAMAGE, YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR SUCH INJURY, LOSS, OR PROPERTY DAMAGE THAT RESULTS FROM YOU, YOUR FAMILY MEMBERS' OR YOUR GUESTS' VIOLATION OF THIS RULE.**

- All grills (gas, charcoal, electric) and smokers are prohibited in the Apartment or on the balconies/patios and garage areas of the Building. You are responsible for any injury, loss, or property damage caused by violation of this rule. If your use of community provided grills or grill areas results in any injury, loss or property damage **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR SUCH INJURY, LOSS, OR PROPERTY DAMAGE THAT RESULT FROM YOU OR YOUR GUESTS' VIOLATIONS OF THIS RULE.**
- You may not store or repair any gasoline or gas-fueled vehicle, motorcycle, boat, moped, or other similar vehicle in the area of the Apartment Community. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE THAT RESULTS FROM YOU OR YOUR GUESTS' VIOLATIONS OF THIS RULE.**
- Space heaters and other similar appliances are prohibited. Appliances that use excessive amounts of electricity and/or create excessive heat are prohibited. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUESTS' VIOLATIONS OF THIS RULE.**
- Once Resident takes possession of the unit it is Resident's responsibility to maintain functional batteries in all smoke detectors. If Landlord finds a missing smoke detector or batteries Landlord may opt to replace and will charge Resident \$65 per detector and \$10 per battery. If fire extinguisher needs servicing due to your act or neglect we will bill you \$75 to recharge, and \$95 to replace it.
- The intentional sounding of any smoke alarm or any safety devices is a criminal offense and is prohibited unless the intentional sounding of the smoke alarm or any safety device is related to smoke, fire or emergency. You must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working battery. Tampering or altering smoke detectors will result in a \$50.00 fine. Any violation is a default under the Lease which would entitle Landlord to declare a default and pursue all remedies provided to Landlord.
- You are responsible for maintaining the smoke detector and keeping it in working condition. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUESTS' VIOLATIONS OF THIS RULE.**
- Immediately call 911 in the event of a fire or life-threatening emergency.
- Candles or any other burning or smoking devices are not permitted within the Apartment. This includes hookahs, shishas, and all other smoking devices. Neither Landlord nor Manager will be responsible for any damage incurred from such situations. You agree to properly dispose of cigarettes within your Apartment and the Apartment Community and acknowledge that smoking is prohibited in the clubhouse, office areas and amenities. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUESTS' VIOLATIONS OF THIS RULE.**
- Storage of any flammable, hazardous, or explosive materials strictly prohibited. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUESTS' VIOLATIONS OF THIS RULE.**
- Fireworks or other combustibles are not permitted within the community. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUESTS' VIOLATIONS OF THIS RULE.**
- We do not provide first aid supplies or services, nor do we train our employees in CPR or first aid. We do not provide on-site emergency medical response.
- Neither Landlord nor the Manager assumes any liability or responsibility for loss or damage of a vehicle or its contents while parked or in operation on the Leased Premises.
- You agree that we have no duty to inform you of local or national emergency conditions. If we inform you of an emergency condition, you agree that we have NO DUTY OF PROTECTION FOR YOU. If we inform you of a civil order to evacuate, or in our judgment an evacuation is required to protect life or property, and you fail or refuse to evacuate, you have sole liability for any injury, loss, damage



or claim from such failure or refusal to evacuate.

- Violations of these policies may result in fines or charges to repair damages caused by the violations assessed by the Manager or the fire marshal. Multiple violations may result in double fines.

#### **VEHICLES/PARKING**

- Vehicles in use in the Apartment Community may not exceed a speed of five (5) miles per hour. Resident may be fined \$100 per initial occurrence and \$200 for additional occurrence if they are driving over this speed or recklessly in the community. This will apply if reported by a minimum of one L3 Campus Team Member or a minimum of one other witnesses. After two incidents Landlord has the right to require that your vehicle is removed from and no longer aloud in the community, or it will be towed at vehicle owner's expense.
- If Landlord designates certain parking areas within the Apartment Community as "Resident Only Parking" or "Guest Only Parking", you acknowledge that you and/or your guests who violate these designations are subject to being towed at the expense and sole risk of the vehicle owner/operator.
- If a visitor permit is required, you understand that any friends, family, or other guests may not park in the parking lots without a permit, and if they do they can be towed at vehicle owner's expense.
- You shall hold Landlord and its agents harmless from all claims of damages, loss, or injury to any automobile, person, or any kind while in the parking area.
- You and/or your guests cannot park in covered or uncovered parking spaces unless you obtain a parking permit for such from management. You acknowledge that you and/or your guests who violate this are subject to being towed at the expense and sole risk of the vehicle owner/operator, without further notice. If a permit is required, you are responsible to obtain one in advance of your using the permitted spot during business hours.
- If spaces are assigned you may not park in a space not assigned to you, under any circumstance, or you risk being towed at vehicle owner's expense
- You shall be solely responsible for obtaining proper vehicle insurance. You will be responsible for any repairs to the parking lot caused by the neglect or misuse by you or your guests.
- You cannot have more than one (1) vehicle in the Apartment Community at one time. If you improperly park your vehicle, it is subject to being towed away at your expense and sole risk.
- If Landlord requires a vehicle identification decal or hang tag, it must be displayed as instructed by the Landlord in your vehicle at all times and must be current (if applicable). If decal is not visible, or you are not parked in a legal parking spot, or a spot not assigned to you, your car is subject to be towed, even if you pay for parking. You must turn in your vehicle identification decal when you vacate the Leased Premises or upon your Lease End Date. A returned parking decal will not be accepted after keys have been turned in; items must be turned in at the same time to avoid replacement cost being charged by the Manager of the Apartment Community. Landlord may require the time and date on which items must be returned.
- In the event that you should sell or replace your current vehicle, you will need to remove the decal and return it to the Manager's office before a replacement parking decal will be issued. If you do not turn in the old decal you will be charged for the replacement decal. It is your responsibility to pick up a new parking decal. If you wish to allow another person/car to use your assigned parking spot this must be approved in advance by Management, a permit provided and correctly affixed, and an additional \$25 fee assessed.
- You cannot wash cars or other vehicles on the Apartment Community grounds, unless there is a designated car wash area. You cannot repair or perform other mechanical or maintenance work on a vehicle anywhere within the Apartment Community.
- If you rent an assigned parking space Manager has the right to require that you switch to a different assigned parking space, which may be necessary to accommodate different types of vehicles or for other reasons, within 48 hours of written notice is sent via email or text.
- Trailers, campers, mobile homes, recreational vehicles, commercial vehicles (commercial trucks or equipment or vehicles that carry or are mounted with equipment used in a profession or employment, including taxis), trucks (other than a standard size or smaller pick-up truck or van), inoperable vehicles of any kind, boats, or similar equipment or vehicles, cannot remain on any area of the Apartment Community except for the temporary purpose of loading or unloading of passengers or personal property. Vehicles violating this provision are subject to towing at the expense of the owner/operator of the vehicle.
- Landlord can regulate the time, manner and place of parking cars, trucks, motorcycles, bicycles, boats, scooters, trailers and recreational vehicles. Landlord can remove illegally parked vehicles or vehicles violating these regulations and have them towed. Landlord may require you to remove your vehicle from the lot due to an emergency, or for regular maintenance.
- A vehicle is prohibited in the Apartment Community if it: has a flat tire or other condition rendering it inoperable; has an expired license or inspection sticker; takes up more than one parking space; belongs to a resident who has moved out of the Apartment Community or has been evicted; is parked in a marked handicap space without the required handicap insignia; blocks another vehicle from exiting or entering; is parked in a fire lane or a non-designated parking spot, including but not limited to curbs, lawn, blocking storage facilities, in front of dumpster(s); or is parked in a space marked for or assigned to other resident(s) or Bedroom(s).
- Call the Manager to report a parking violation. The Manager may notify the towing company, which will, in accordance with the law, tow the vehicle at the expense of the owner and/or operator of the vehicle, if any of the following situations exist:
  - The vehicle or motorcycle is parked in such a manner as to obstruct a fire lane.
  - The vehicle or motorcycle is obstructing an entrance, exit, space or aisle of the parking facility.
  - The vehicle or motorcycle is parked in a reserved parking space that is not assigned to the owner or operator of the vehicle



- or motorcycle.
- The vehicle or motorcycle is parked in an Apartment or Building.
- Any other violation of the foregoing rules and regulations exist.

**OTHER RULES AND REGULATIONS/PROHIBITIONS**

- Neither you nor your guests may make or permit to be made any loud, disturbing, or objectionable noises. Musical instruments, radio, phonographs, stereos, television sets, amplifiers and other instruments or devices may not be used in such a manner as may constitute a nuisance or disturb other residents of the Apartment Community. Management reserves the right at any time to fine, contact Guarantors, charge a fine, or declare you in violation of the Lease due to excessive noise and disturbances. The Manager and/or its agents on duty are the sole judge of excessive volume levels and reserve the right to enforce these rules.
- Neither you nor your guests may use the Common Areas, parking lots or grounds in such a manner that interferes with the enjoyment of other residents.
- Any general noise disturbances, i.e. noise from pool music, parties, machinery, etc., should be reported to the Manager (during business hours) or the after-hours phone number (after business hours). Instructions will be provided to contact the appropriate management personnel to handle the disturbance.
- No gathering, unless sponsored by Landlord or Manager, may exceed ten (10) people.
- Landlord has and reserves the right to exclude guests or others who, in our sole judgment, have been violating the law, violating the Lease or any rules or policies of the Apartment Community, or disturbing other residents, neighbors, visitors or our representatives. Landlord may also exclude from any patio or Common Area a person who refuses to or cannot identify himself or herself as your guest.
- Neither you nor your guests will be allowed to engage in the following prohibited activities: (i) loud or obnoxious conduct; (ii) disturbing or threatening the rights, comfort, health, safety or convenience of others in or near the Apartment Community; (iii) possessing, selling or manufacturing illegal drugs/controlled substances (including medical marijuana) or illegal drug paraphernalia; (iv) engaging in or threatening violence or any criminal activity; (v) possessing a weapon; (vi) discharging a firearm in the Apartment Community; (vii) displaying a firearm, BB gun, pellet gun, any other air powered weapon, knife or other weapon in the Apartment Community in a threatening manner; (viii) canvassing or soliciting business or contributions; (ix) operating a business or child care service within the Leased Premises or Apartment Community; (x) storing anything in closets having gas and/or electric appliances; (xi) tampering with utilities or utility systems; (xii) bringing or storing hazardous materials into the Apartment Community; or (xiii) using candles or kerosene or gas lamps in the Leased Premises or Apartment Community. Management reserves the right at any time to fine, contact guarantors, or declares you in default of your Lease for any of the above-mentioned violations.
- Landlord uses email and text messaging as a method of communication with its residents. By signing this Exhibit, you give Landlord permission to email and text message information as it relates to the Apartment Community and Leased Premises. You will receive email and text messaging directly from the Landlord; no spam or external advertising will occur. Message and data rates apply and no premium messaging will be incurred. To opt out of text messages, reply as directed.
- Resident understand that the model apartment is a representation of what a fully furnished and decorated apartment could look like, and that not all items in the apartment are provided with Landlord’s furniture package.
- Resident understands that while Landlord may include Guarantors on some communications, they may not be included on all and it is fully the responsibly of Resident to communicate any pertinent information to their guarantor.

**SERVICE REQUESTS**

We offer 24-hour response to emergency maintenance service requests. Call 911 in case of fire and other life-threatening situations. Emergencies are considered to be any situation which places life or property in jeopardy and requires immediate attention. For after-hours emergencies, immediately call the after-hours phone number and explain the situation. Instructions will be provided to contact the proper service personnel. You agree to complete a written notification (a post/statement on Facebook or other social media sites is not considered a written notification) within a reasonable time of the immediate emergency notification. For non-emergency service requests, please call the Manager during posted office hours. You must also notify us promptly in writing (a post/statement on Facebook or other social media sites is not considered written notification) at the Manager’s address of any needed non-emergency repair or maintenance service (that is, one that does not pose a hazard to the health or safety of you or others).

**MODIFICATION OF RULES AND REGULATIONS**

You and your guests will be required to comply with all of the requirements set forth in these Rules and Regulations. Landlord has the right to change these Rules and Regulations from time to time in our sole discretion. Any changes to these Rules and Regulations will be effective and part of the Lease once they have been delivered to you via email, posted on the property website or portal, or posted in a public area of the Apartment Community. You are responsible for your guests’ compliance with all of these Rules and Regulations. Neither Landlord nor Manager will be responsible to you if we fail to cause compliance by any person with these Rules and Regulations.

**SECURITY ACKNOWLEDGMENT AND RELEASE**

**BY EXECUTION OF THE LEASE, YOU AGREE AS FOLLOWS:**

Your initials at the end of these Rules and Regulations indicates that you will, upon move in, inspect your Leased Premises and determine to your satisfaction that the smoke detectors, door locks and latches and other safety devices in the Leased Premises are adequate and in good working order.

It is your responsibility to immediately read the instructions for operating the alarm systems and controlled accesses gates (if any) and contact the Manager if you have any questions. You acknowledge that electronic and mechanical systems may malfunction or fail and that we are not responsible for any injury, damage, loss or claim related to such malfunction or failure.





You understand that neither Landlord nor the Manager guarantee or assure personal security or safety for you or anyone. The furnishing of safety devices will not constitute a guarantee of their effectiveness nor does it impose an obligation on Landlord or Manager to continue furnishing them. Landlord and Manager assume no duties of security. We will proceed with reasonable diligence to repair electronic and mechanical existing systems after you have given us written notice of malfunction. You acknowledge that any personnel or any mechanical or electronic devices that are provided (examples: courtesy patrol, intrusion alarms, pedestrian gates, controlled access vehicle gates), IF ANY, cannot be relied upon by you as being in working condition at all times. There will be malfunctions of any mechanical or electronic systems. Employee absenteeism, weather, vandalism and other factors often cause such systems not to function as intended. Mechanical and electronic systems or courtesy personnel can be circumvented. You acknowledge that crime exists, and that Manager and we have no duty of foreseeability concerning criminal conduct or acts. Accordingly, you hereby release Landlord and the Manager, and their respective agents, partners, officers, directors and representatives, from any claim whatsoever with respect to any personal injury or property damage, and acknowledge that none of such persons or entities are insurers or guarantors of your safety or that of your property in the Apartment Community. **NEITHER LANDLORD NOR MANAGER OWES ANY DUTY OF PROTECTION TO YOU. YOU ARE RESPONSIBLE FOR YOUR OWN SECURITY/SAFETY AND FOR THE SECURITY/SAFETY OF YOUR GUESTS AND YOUR PROPERTY.**

#### **NOTICE ACKNOWLEDGEMENT AND RELEASE**

The methods that you may use to provide notices to Landlord are described in the Lease. Other methods of communication to Landlord and/or its Manager, including without limitation any communication made via fax, e-mail, pdf, website, social networking site (for example, Facebook®, Instagram®, Twitter®, and others) or other method of communication, whether now existing or created in the future, shall NOT be effective notice under the Lease. Landlord shall NOT be deemed to have received notice from you until you have provided notice in the manner described in the Lease.

#### **MEDIA AND MARKETING ACTIVITIES**

You consent to our use of photographs and/or video of you taken at functions or events sponsored by Landlord or Manager, on the property's grounds, or in offices or Common Areas of the Apartment Community, for all purposes, in any and all media, including the Internet, social media, company websites, and other graphic media, without limitation, including promotion, solicitation, advertising or trade. Resident hereby waives any right to inspect or approve the finished images or other content. I understand that any distribution of the images will be fully compliant with L3 Campus policies, statements and values. I release L3 Campus and those acting under their authority from any liability related to the alteration, intentional or otherwise, that may occur in connection with the processing, editing, transmission, display or publication of the images, and understand that images may be cropped or altered for purposes of illustration. I understand that all images in which I participate, including film, photographic prints, digital files or video are the exclusive property of L3 Campus and I grant to L3 Campus the unrestricted right to copyright, publish and republish the images.

At Landlord's discretion, Landlord may impose a fine of up to \$250 per person, unless a greater amount is specified herein, per occurrence for any violation of these Rules and Regulations, except as to lesser fine amounts specifically set forth above. Any violation of these Rules and Regulations also constitutes a default under the lease agreements and shall entitle the Landlord to pursue all remedies available to Landlord pursuant to said lease. Landlord's determination of a violation shall be final. Resident also acknowledges that Landlord expressly reserves the right to promulgate additional Rules and Regulations and to amend or modify any Rules or Regulations contained herein from time to time as Landlord determines to be appropriate.

#### **COVID-19 RULES AND REGULATIONS - USE OF AMENITIES AND COMMON AREAS**

The health and safety of our residents are our number one priority, and we all have a role in limiting the spread of COVID-19. These rules and regulations, primarily related to the common areas, office, and all other amenity areas and shared spaces of the Property outside of residential units (each individually a "Facility" and collectively the "Facilities"), have been developed with the health and safety of residents, their guests, and property staff in mind and in accordance with state/local orders and guidance from public health authorities. Please help us stop the spread of COVID-19.

The Rules and Regulations of the Property are amended to include the following additional rules and regulations, which are incorporated as part of each Resident's Lease, effective immediately:

Each Resident of the Property ("you") must:

- Follow health and safety guidance from state/local government public health and other authorities. Additional resources can be found online at: Centers for Disease Control and Prevention ("CDC") – [www.coronavirus.gov](http://www.coronavirus.gov)
- Comply with all posted signs and published rules relating to the use of specific Facilities, including occupancy limits and protective measures.
- Maintain safe physical distancing (at least 6 feet from others, except members of the same household) whenever possible. Be patient with others when waiting to use a shared space by avoiding creating lines or crowding others. Avoid taking actions that could potentially risk safe-distancing protocol. Avoid any contact method of greeting with co-residents, property staff, and others.
- Residents are strongly encouraged to wear a cloth or other facial covering at all times when in the Facilities, except when swimming at a Facility pool, eating or drinking. Note that facial coverings may be required by state/local government public health and other authorities. If you have a specific medical condition that prevents you from wearing a facial covering, please contact property staff.
- Follow these commonly recommended CDC Guidelines to prevent the spread of the COVID-19 virus:
  - Wash your hands often with soap and hot water for at least 20 seconds, including upon entry into any common area and after using any Facility or interacting with others, and after handling or picking up mail and packages. If soap and water are not available use hand sanitizer with at least 60% alcohol. This is especially important before touching your face.
  - Avoid close contact with others. Six feet of distance is recommended.



- Cover your mouth and nose with a mask in public settings and when around people who don't live in your household, especially when other social distancing measures are difficult to maintain.
  - Cover your mouth and nose with a tissue when you cough or sneeze or use the inside of your elbow. Throw used tissues in the trash and immediately wash hands or use hand sanitizer.
  - Clean AND disinfect frequently touched surfaces daily. This includes tables, doorknobs, light switches, countertops, handles, desks, phones, keyboards, toilets, faucets, and sinks.
  - Monitor Your Health Daily. Be alert for symptoms. Watch for fever, cough, shortness of breath, or other symptoms of COVID-19. Take your temperature regularly.
- Clean and disinfect equipment, furniture or high-touch surfaces that are shared before and after use. In certain Facilities, disinfecting sprays may be made available at common locations which can be used for this purpose and returned. Where Property-provided disinfecting sprays are not readily available, Residents must bring wipes or sprays from home that meet CDC standards for disinfecting for this purpose.
  - Comply with adjusted amenity hours and occupancy limits for Facilities, and do not modify the layout of Facilities (adjusted to accommodate social distancing). Leave any indoor or outdoor furniture where it is – do not move furniture. For public health and other reasons, Landlord may limit access to or close Facilities or portions thereof from time to time.
  - Do not host or engage in any gatherings in the Facilities of more than 6 people (or such fewer number of people as may be required by Landlord, property manager, or local authorities), and when hosting visitors or small groups, continue to practice social distancing and other health protocols.
  - Require your guests and visitors at the Property to comply with these rules and regulations regarding COVID-19. You are responsible for the compliance of your guests. At the request of Landlord or property manager because of public health concerns, limit or eliminate the number of guests and visitors that you bring and may bring to or through the Facilities.
  - Self-screen before allowing any employee or representative of Landlord enter your apartment, utilizing any Facility or entering any enclosed common area for any of the following new or worsening signs or symptoms of possible COVID-19: cough, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headaches, sore throat, loss of taste or smell, diarrhea, feeling feverish or measured temperature greater than or equal to 100 degrees Fahrenheit, or known close contact with a person who is confirmed to have COVID-19. If you have any of these symptoms or have close contact with a person who is confirmed to have COVID-19, DO NOT ALLOW ANY EMPLOYEE OR REPRESENTATIVE OF LANDLORD TO ENTER YOUR APARTMENT, AND DO NOT USE THE FACILITIES FOR ANY RECREATIONAL OR NONESSENTIAL USE WHILE SUCH SYMPTOMS PERSIST OR AFTER ANY SUCH CONTACT AND THEREAFTER FOR ANY SELF-QUARANTINE OR ISOLATION PERIOD REQUIRED OR RECOMMENDED BY PUBLIC HEALTH OFFICIALS, AND CONTACT YOUR PERSONAL HEALTHCARE PROVIDER FOR MEDICAL ADVICE.
  - If you receive a confirmed positive test for the illness, INFORM ONE OF THE PROPERTY STAFF IMMEDIATELY, AND DO NOT ALLOW ANY EMPLOYEE OR REPRESENTATIVE OF LANDLORD TO ENTER YOUR APARTMENT, OR USE THE FACILITIES FOR ANY RECREATIONAL OR NONESSENTIAL USE DURING ANY SELF-QUARANTINE OR ISOLATION PERIOD REQUIRED OR RECOMMENDED BY PUBLIC HEALTH OFFICIALS. You are expected to cooperate with Landlord, property manager and public health authorities in providing information that will allow Landlord, property manager, and public officials to determine whether you may have exposed other residents, property staff, visitors to the Facilities or others to COVID-19, as applicable. It may be necessary for Landlord and property manager to make a general disclosure to inform other residents that a co-resident tested positive for COVID-19, but Landlord and property manager will maintain confidentiality as, and to the extent, required by applicable law. In some situations, Landlord and property manager may be required to discuss cases of COVID-19 with public health officials to support contact tracing.
  - If either of the immediately prior two bullet points apply, do not allow any employee, representative of Landlord, or vendor to enter your apartment without disclosure of such. If you enter a service request and either of these apply, please make Landlord aware so it can be put on hold. If Landlord opts to conduct screening, you agree to answer screening questions fully and accurately prior to any representative entering the apartment.
  - Promptly contact property staff if you notice a co-resident violating any of these Rules and Regulations.
  - USE THE FACILITIES AT YOUR SOLE RISK. ALWAYS ASSUME THAT ANYONE COULD HAVE COVID-19. The Landlord and property manager make no representation or warranty that Facilities are free of COVID-19 or that persons using the Facilities are not infected with COVID-19. COVID-19 is highly contagious and is believed to spread primarily through person-to-person contact, airborne contaminants, and contact with surfaces. Residents may be exposed to or infected with COVID-19 at the Property or as a result of residing at the Property or using any of the Facilities, and such exposure or infection may result in personal injury, illness, permanent disability or death.

Throughout the COVID-19 crisis, information has changed rapidly, and best practices continue to evolve and change. The additional rules and regulations set forth above are subject to further revision as additional guidance is provided from governmental agencies and others. A violation of the Property's Rules and Regulations, including the rules and regulations listed above, shall constitute a violation of the Lease; in which case, Landlord shall be entitled to pursue all rights and remedies pursuant to the Lease and applicable law. By signing below, Resident acknowledges and represents that Resident is sufficiently informed about the risks involved in residing at The Property with respect to COVID-19.

**BY INITIALING THESE RULES AND REGULATIONS, YOU CONFIRM THAT YOU HAVE READ THESE RULES AND REGULATIONS AND FULLY UNDERSTAND THEM. THESE RULES AND REGULATIONS ARE A PART OF YOUR LEASE, AND THEY APPLY TO YOU AND YOUR GUEST(S). YOU ALSO CONFIRM THAT YOU UNDERSTAND THAT IF YOU OR YOUR GUEST(S) VIOLATES THESE RULES AND REGULATIONS, YOU ARE IN VIOLATION OF THE LEASE.**

Resident Initials: \_\_\_\_\_



## Lead-Based Paint Disclosure

### 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, Landlord must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

### Disclosure

Presence of lead-based paint and/or lead-based paint hazards (check one of the following):

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

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Records and reports available to Landlord (check one of the following):

\_\_\_\_ Landlord has provided the Resident with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing

### Resident's Acknowledgment (initial)

\_\_\_\_ Resident has received copies of all information listed above.

\_\_\_\_ Resident has received the pamphlet *Protect Your Family from Lead in Your Home*. Pamphlet is viewable online here:

<https://www.epa.gov/lead/protect-your-family-lead-your-home>

### Management's Acknowledgment (initial)

\_\_\_\_ Management has informed Landlord of Landlord's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance with the requirements of 24 C.F.R. part 35, subpart A.

### 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.

\_\_\_\_\_  
Applicant Signature      Date

\_\_\_\_\_  
Applicant Signature      Date

\_\_\_\_\_  
Applicant Signature      Date

\_\_\_\_\_  
Applicant Signature      Date

\_\_\_\_\_  
Management Signature      Date

