

STADIUM WALK LEASE ADDENDUM

The following Lease Addendum is attached to and made a part of your Lease Contract. You should read the following carefully. This Lease Addendum is incorporated into and made a part of all Resident Leases.

1. Money Laundering and Terrorism. Residents have not been arrested, convicted of or charged with, and is not under investigation by any governmental authority for, money laundering, drug trafficking or terrorist-related activities below:

- a. Residents are not, and will not be at any time during the term of this Lease, a person with whom a United States person or entity is prohibited from transacting business, whether such prohibition arises under United States law, regulation, executive order or as a result of any list published by the United States Department of Commerce, the United States Department of Treasury or the United States Department of State including any agency or office thereof; and
- b. Residents will not use any funds that are proceeds from illegal transactions to pay rent or any other amounts owed to the Owner. If the Owner reasonably believes that Residents have breached any of the representations, warranties or covenants set forth in this Addendum, the Owner has the right (and may have the obligation under applicable law), with or without notice to the Residents, to do one or more of the following:
 - (i) notify the appropriate governmental authority (or authorities) and to take such action as such governmental authority (or authorities) may direct;
 - (ii) refuse to accept any funds tendered by Residents for amounts owed under this Lease and instead deposit such funds with an appropriate United States governmental authority or court, or
 - (iii) declare the Residents in default under this Lease and pursue any of the remedies available to the Owner under applicable section or sections of this Lease.

3. Garage Assigned Parking. (If applicable)

- a. Rent. You may opt to lease a parking space for a premium that will be added to your monthly rental installment, if applicable.
- b. Lease. The assigned parking is part of the Premises. Your use of the assigned parking is subject to the terms of the Lease as well as the terms of this Addendum. Your right to use the assigned parking ends at the same time as your right to live in the Premises.
- c. Use. The assigned parking can be used only for parking your car or motorcycle and for no other purpose. You agree that you will not store any welding, flammable, chemical, odorous, explosive, or other inherently dangerous materials in or around the assigned parking.

4. Storage.

- a. The monthly rent on the first page of the Lease Contract covers both the apartment and the Unit. The lease of the Unit is subject to the same terms and conditions that apply to the lease of the apartment itself, and it covers the same period of time. Additional conditions are as follows.
- b. The Unit may be used only for storage of resident's personal property.
- c. Resident will not, at any time, keep within the Unit anything that is dangerous or detrimental to the safety or health of other residents or occupants of the apartment community, or in violation of any building codes or city ordinances. Prohibited items include fuel, flammable materials, piles of paper, rags or other flammable material that may create a fire hazard. Owner reserves the right to remove, without prior notice, any contents of the Unit that the owner reasonably believes

might constitute a fire or environmental hazard. NO SMOKE OR FIRE DETECTOR WILL BE FURNISHED BY THE OWNER.

- d. Owner may periodically open and enter Units to ensure compliance with this addendum. Written notice of such opening and entry will be left inside the main entry door of the dwelling.
- e. Unit locks may not be rekeyed, added or changed without owner's prior written consent.
- f. Improvements or alterations to the interior or exterior of the Unit may not be made without Owner's prior written consent. Resident will not place any nails, screws, bolts or hooks into walls, ceilings, floors or doors. Any damage to the Unit (not caused by owner or owner's representatives) will be paid for by resident.
- g. Resident will maintain comprehensive insurance for resident's property at all times. Owner will not have any liability for loss or damage to resident's property stored in the Unit whether by accident, fire, theft, water, vandalism, mysterious disappearance or otherwise.
- h. Any items remaining in the Unit after resident has vacated the apartment will be removed and sold or otherwise disposed of according to the Lease Contract which addresses owner's disposition or sale of property left in an abandoned or surrendered apartment.
- i. Owner is not and shall not become liable to you, your family, your guests or other occupants of your apartment for any injury, damage or loss whatsoever which is caused as a result of any problem, defect, malfunction or failure of the performance of the Unit. You further agree that Owner is not liable for injury, damage or loss to any person or property caused by any other person including, but not limited to, theft, burglary, trespass, vandalism or any other crime. Neither Owner nor Owner's agent, contractors, employees or representatives shall be liable in any way for any disruption in the operation or performance of the Unit. In consideration of Owner's attempt to better serve you by making the Unit available, you agree that on behalf of yourself, your family, guests or other occupants, you will never make demand upon or file suit against Owner, or any of Owner's agents, contractors, employees or representatives for any damages, costs, loss of personal property, damages or injury to you as a result of, or arising out of or incidental to the installation, operation, repair or replacement or use of the Unit. You hereby release Owner and its agents, contractors, employees and representatives of and from any and all liability connected with the Unit.

5. Access Agreements. You agree to pay \$10 for bedroom door key, \$10 for mailbox key, \$35 for each Parking Sticker(s) replaced or not returned upon move-out. **These will be issued at move-in.**

6. Wait List. If an apartment/bedroom is not assigned, the applicant will receive a full refund of the Security Deposit. Management will notify you once we determine what your assigned bedroom will be. The applicant understands that this is a binding contract and he/she is responsible for all conditions set forth in the Lease Agreement and the Lease Addendum.

7. Package Release. (If applicable) Due to the liability involved, the Apartment Community will accept packages from commercial delivery services (UPS, Federal Express, etc.) only with written consent. If you have any questions, please feel free to contact the Information Center. Number of packages received per month (estimate): _____. By signing this Addendum, you give us your written consent to accept such packages. This service is offered as a convenience to you, and you hereby release us from all liability of any kind in connection therewith.

8. Mold and Mildew. In order to avoid mold growth, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Resident acknowledges that it is

necessary for Resident to use appropriate climate control, keep the Apartment clean, and take other measures to retard and prevent mold and mildew from accumulating in the Apartment. Resident agrees to clean and dust the Apartment on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Resident agrees not to block or cover any of the heating, ventilation or air-conditioning ducts in the Apartment. Resident agrees to immediately report in writing to the management office: (i) any evidence of a water leak or excessive moisture in the Apartment, as well as in any storage room, garage or other common area; (ii) any evidence of mold - or mold or mildew-like growth; (iii) any failure or malfunction in the heating, ventilation, air conditioning systems or laundry systems in the Apartment; (iv) any inoperable doors or windows and (v) any moldy, dank or "off-odors" in the Apartment, even if mold or mildew is not evident. Resident further agrees that Resident shall be responsible for damage to the Premises and Resident's property as well as injury to Resident and Occupants resulting from Resident's failure to comply with the terms of this Paragraph. Resident acknowledges receipt of a "Tip Sheet on Mold Prevention" that is attached to this Lease Addendum. If through Resident's information or information developed by management, Owner believes that it needs to enter the Apartment to inspect, test or remediate mold, mildew, or excess moisture, Resident shall allow such entry, inspection, testing and remediation and shall not consider this activity to be a default by Owner or a constructive eviction of Resident.

10. Construction. (If applicable) The Apartment Community is under a development state. As construction continues, you and your guests need to exercise extreme caution in and around all common areas. We will attempt to limit construction activity as warranted to minimize your inconvenience.

11. Internet Access and Internet Connections. (If applicable) In this paragraph, the terms "you" and "your" refer to all residents signing below; the terms "we," "us" and "our" refer to the Owner named in the Lease Contract (not to the property manager or to anyone else). We provide internet access to one Internet access jack outlet in each bedroom of the Apartment and in the computer center in the Apartment Community's clubhouse. All computer hardware and software necessary to access the internet shall be supplied by you at your cost and expense. Any access or other uses other than as provided by us shall be at your cost and expense. There will be no reduction in Rent you pay if you do not access the internet or if you access it through a system other than the access provided by us. We are not liable for any interruption, surge, inability to connect, failure of the internet provider to provide such services, nor for any damages directly or indirectly related to such matters. We are also not liable for, and you agree to take sole responsibility for, and to indemnify, defend and hold us harmless from, any damages or claims you or any other person may suffer or have as a result of your use of the internet, including, but not limited to, computer viruses, loss of data, invasion of privacy, defamation, fraud and copyright and trademark infringement. Any breach of the foregoing shall be a violation of the Lease Contract.

12. Security Guidelines for Residents. The Management would like you to be aware of some important guidelines for the safety of yourself, your guests and your property. We recommend that you consider following these guidelines, in addition to other common sense safety practices.

PERSONAL SECURITY - WHILE INSIDE YOUR APARTMENT OR UNIT

- a. Lock your doors and windows - even while you're inside.
- b. Use your night latches or dead bolt locks on the doors while you're inside.
- c. When answering the door, see who is there by looking through a window or peephole. If you don't know the person, first talk with him or her without opening the door. Don't open the door if you have any doubts.
- d. Be careful in giving out keys, gate or lock combinations.
- e. Don't put your name, address, or phone number on your key ring.

- f. If you're concerned because you've lost your key or because someone you distrust has a key, ask the management to rekey the locks. We will be happy to accommodate you, as long as you pay for the rekeying. Even if you don't request a lock change under these circumstances, we reserve the right to change the locks at your expense.
- g. Dial 911 for emergencies. If an emergency arises, call the appropriate governmental authorities first, then call the management.
- h. Check your smoke detector monthly for dead batteries or malfunctions.
- i. Check your doorlocks, window latches, and other security devices regularly to be sure they are working properly.
- j. Immediately report the following to management - in writing, dated and signed:
 - (i) Any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems; and
 - (ii) Any malfunction of other safety devices outside your apartment, such as broken gatelocks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
- k. Close curtains, blinds, and window shades at night.
- l. Mark or engrave identification on valuable personal property.

PERSONAL SECURITY - WHILE OUTSIDE YOUR APARTMENT

- a. Lock your doors while you're gone.
- b. Leave a radio or TV playing softly while you're gone.
- c. Close and latch your windows while you're gone, particularly when you're on vacation.
- d. Tell your roommate(s) where you're going and when you'll be back.
- e. Don't walk alone at night.
- f. Don't hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
- g. Don't give entry codes or electronic gate cards to anyone.
- h. Use lamp timers when you go out in the evening or go away on vacation.
- i. While on vacation, have your mail temporarily stopped by the post office.
- j. While on vacation, have your newspaper delivery stopped.
- k. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

PERSONAL SECURITY - WHILE USING YOUR CAR

- a. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
- b. Whenever possible, don't leave items in your car, such as tapes, CDs, wrapped packages, briefcases, or purses in view.
- c. Don't leave your keys in the car.
- d. Carry your key ring in your hand while walking to your car - whether it is daylight or dark and whether you are at home, school, work, or on vacation.
- e. Try to park your car in an off-street parking area rather than on the street. If you park on the street, park near a streetlight.
- f. Check the backseat before getting into your car.
- g. Don't stop at gas stations or automatic-teller machines at night - or anytime when you suspect danger.

PERSONAL SECURITY – AWARENESS

No security system is failsafe. Even the best system can't prevent crime. Always proceed as if security systems don't exist since they are subject to malfunction, tampering, and human error. **We disclaim any express or implied warranties of security to the fullest extent permitted by applicable law.** The best safety measures are the ones you perform as a matter of common sense and habit.

13. 911 Service. The City's 911 emergency response computer system does not currently have the capability of identifying your specific apartment number based solely on a telephone call to the system, therefore, if you are in need of emergency assistance, **PLEASE GIVE THE 911 OPERATOR YOUR APARTMENT NUMBER.**

14. Move-Out Instructions. The following information is provided to assist you in your move-out and expedite the return of your security deposit. **REQUIREMENTS TO BE FULFILLED BUT ARE NOT LIMITED TO:**

- a. Full term of Lease Agreement.
- b. 30-day Notice of Intent to Vacate submitted to office.
- c. No unpaid charges or delinquent rents.
- d. All Keys, remotes, and/or access cards returned.
- e. Schedule a Check-Out Appointment with the office 48 hours in advance.
- f. Forwarding address left with office for return of Security Deposit.
- g. Call and notify utility companies to transfer utilities to Landlord
- h. Any other keys, parking stickers, etc. returned to office.
- i. All belongings/possessions must be removed from the apartment prior to the Check-Out Appointment. All necessary cleaning should be completed as well. A Detail of Expected Cleaning can be obtained at the Information Center.

15. Tanning Device Warning and Release. (if applicable) Use of the tanning facility by you is subject to the following:

- a. Your failure to wear eye protection may result in permanent damage to your eyes.
- b. Overexposure to ultraviolet light (whether from natural or artificial sources) causes burns.
- c. Repeated exposure to ultraviolet light (whether from natural or artificial sources) may result in premature aging of the skin.
- d. Repeated exposure to ultraviolet light (whether from natural or artificial sources) may result in skin cancer.
- e. Abnormal skin sensitivity or burning may be caused by reactions of ultraviolet light to certain: (i) foods; (ii) cosmetics; or (iii) medications, including, but not limited to: tranquilizers, diuretics, antibiotics, high blood pressure medicines; or birth control pills.
- f. If you are taking a prescription or over-the-counter drug, you should consult a physician before using a tanning device.
- g. If you are pregnant, you should consult your physician before using a tanning device.
- h. If you have abnormal skin sensitivity or a history of skin problems or are prone to easy burning when in the sun or a tanning device, you should consult a physician before using a tanning device.

I ACKNOWLEDGE THAT I HAVE READ AND THAT I UNDERSTAND THE FOREGOING WARNING. ON BEHALF OF MYSELF AND MY FAMILY AND HEIRS, I ASSUME THE RISK FOR ANY INJURY (INCLUDING DEATH) OR ACCIDENT WHICH RELATES TO THE USE OR MISUSE OF THE TANNING DEVICE. I WAIVE, RELEASE AND HOLD HARMLESS THE OWNER AND MANAGER OF THE APARTMENT COMMUNITY IN WHICH THE TANNING DEVICE IS LOCATED (AS THEY ARE

IDENTIFIED IN MY LEASE) AS WELL AS THEIR PARTNERS, OFFICERS, EMPLOYEES, CONTRACTORS AND AGENTS, FROM ACTIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES AND LOSSES ARISING OUT OF OR RELATED TO THE TANNING DEVICE ITSELF AND/OR MY USE OR MISUSE OF THE TANNING DEVICE, **INCLUDING, WITHOUT LIMITATION, THE NEGLIGENT ACTS OR OMISSIONS OF THE FOREGOING RELEASED PARTIES.**

THIS IS A CONTINUING AGREEMENT AND IS EFFECTIVE FOR ALL SUCH MATTERS THROUGH THE DATE OF ITS TERMINATION (IN WRITING AND DELIVERED TO MANAGER).

I have also reviewed the signs posted in the tanning facility warning, without limitation, users of a tanning device about the dangers of repeated exposure to ultraviolet radiation, failing to use protective eyewear, increases in sensitivity to ultraviolet radiation which could be caused by certain medications or cosmetics, and the need to consult a physician in certain circumstances as well as instructions for the safe use of the device.

I UNDERSTAND THOSE WARNINGS AND I AGREE TO USE PROTECTIVE EYEWEAR WHEN USING THE TANNING DEVICE.

16. About Your Apartment Home.

- a. All draperies, drapery linings, shutters or blinds visible from the exterior must show white or off-white so as to give a generally uniform appearance to the Community. You cannot use foil or other unsightly materials to cover the windows and you cannot display neon or flashing signs in the windows.
- b. Garments, rugs or any other items may not be hung from the windows, patios, balconies or any other exterior area of the community.
- c. You must keep the patios and/or balconies which are a part of the Apartment clean and uncluttered. You can't change the structure or appearance of any patio or balcony area. You can't use patios or balconies for storage purposes and you can't fence in, wire in, or otherwise enclose the patios or balconies. Any furniture on the patios or balconies must be designed for that use.
- d. You can't distribute, post or hang any signs or notices in any portion of the Apartment Community. You can't throw objects from patios, balconies or windows.
- e. Welcome mats can be placed in front of doors, but rugs or carpet remnants are not permitted.
- f. No electrical and telephone wiring may be installed within the apartment home. Residents may not install satellite dishes larger than 36" in diameter. Residents are prohibited from attaching satellite dishes and/or mounting brackets to walls, floors, and ceilings.
- g. Satellite dishes may not extend beyond each resident's leased premises. Absolutely no holes may be drilled within the leased premises. This includes, but is not limited to, outside walls, roof, windows, or balcony railings.
- h. Door locks can't be changed without prior written approval from the Manager. Keys to changed locks will be deposited with the Manager. A \$25.00 fee will be assessed for all lock changes requested while residing in apartment. The after-hours lock-out fee is \$25.00. Mailbox lock changes may be requested at a fee of \$45.00.
- i. With the prior approval of the Manager and proof that you have proper insurance which names us and Manager as "Additional Insureds," you can have water beds or water furniture in your Premises.
- j. No alarm systems or lock/latch changes or rekeying is permitted unless we have approved it in writing.
- k. You can't modify the Apartment's ceilings, floors, walls, shelves, or closets.

l. You need to be careful not to trigger the overhead sprinkler system in your Apartment. A simple depression of the sprinkler head will result in a total draining of water from the system. Neither we nor Manager will be responsible for any damages incurred from such situations.

m. If an unregistered pet is found in the Apartment, the following shall apply to the violation of our pet policy:

1st violation A written warning will be issued to you to remove the pet.

2nd violation If you do not remove the pet or after removal have another pet, a \$200.00 fine will be imposed against you and we may, in our discretion, declare you in violation of your Lease (this fine is in addition to any damages to our property which may have been caused by the pet).

n. You must keep all utilities to the Premises active; you cannot turn them off if you leave, even for vacation. Unless we instruct you otherwise, you must, for 24-hours a day during freezing weather, (a) keep the Apartment heated to at least 50° F., (b) keep cabinet and closet doors open; and (c) drip hot and cold water faucets. You are liable for damage to your property and other's property if the damage is the result of the utilities being turned off or because of broken water pipes due to your violation of these requirements.

o. After you move into your Premises, you are responsible for replacing all interior light bulbs and fluorescent tubes in your Premises. Colored bulbs are not allowed in any exterior light fixture.

p. You must dispose of all trash in the proper bins in various collection areas in the Apartment Community. Do not leave trash around the outside of your apartment. The following shall apply to violations of this trash policy:

1st violation A written warning

2nd violation A \$10.00 (per person) fine will be imposed and we may, in our discretion, declare you in violation of the lease (this fine is in addition to any damages caused by such violation). Additional violations will result in additional charges.

17. Access To Your Apartment. You need to notify Manager of any expected guest(s), delivery service, maid service, etc. Verbal permission requires a form of identification (e.g. social security number, birthday). Otherwise we may deny access into the Apartment Community and into your Apartment. No key will be given to any guest, delivery service, maid service, etc. without your prior written permission.

18. Common Areas.

a. Bicycles and other personal property can't be parked or left outside an Apartment, except on private patios, balconies, or bicycle racks that we may provide. You can't hang your bicycles from the ceiling or wall of the patios or balconies.

b. For your safety, team sports such as football, baseball, kickball, soccer, dodgeball, etc. are not permitted to be played in the parking areas and pool areas.

- c. Use of the common areas of the Apartment Community including, but not limited, to the Clubhouse/Information Center, pool areas, fitness centers, basketball and tennis facilities and spa is for you and other residents and their limited guests (no more than two per resident) except in the situation of a resident hosted function which we have previously approved. If you have any guests using these facilities, you must accompany your guest at all times. If any person using the facilities is 16 years of age or under, that person must be accompanied by a guardian or sponsor who is 18 years or older.
- d. All Residents must have their Resident Identification card with them while using any of the common areas/amenities. (if applicable)

19. Fire Safety.

- a. All grills or hibachis are prohibited. You are responsible for any damage caused by improper use or violation of this rule.
- b. You can't store or repair any gasoline or gas-fueled vehicle, motorcycle, moped or other similar vehicle in the area of the Apartment Community or Premises.
- c. You must not tamper with, interfere with, or damage any alarm equipment and/or installations.
- d. Candles, incense or other open flames must not be left unattended, must be used on protected surfaces and must be used with extreme caution; resident assumes full responsibility for damage due to negligence, misuse or careless use of candles.
- e. Fireworks of any type are prohibited in the Premises and throughout the Apartment Community. Campfires, bonfires or open fires of any type are strictly prohibited.

20. Lock-Outs. Contact the Apartment Community after hours emergency number for after-hours Lock-Outs and emergencies. After hour lock-out fee is \$25.00. Call 911 in case of fire and other life threatening situations.

21. Parking and Towing.

- a. Vehicles in use in the community may not exceed a speed of 15 miles per hour.
- b. You can't have more than one (1) vehicle in the Apartment Community. If you improperly park your vehicle, it is subject to being towed away at your expense and sole risk.
- c. We will provide you with a vehicle identification sticker. Please place it in the lower left hand corner of the front windshield of your vehicle (if applicable). You must give up your vehicle identification sticker when you move-out.
- d. You can't wash cars or other vehicles on the Apartment Community grounds. You can't repair or perform other mechanical or maintenance work on your vehicle within the Apartment Community.
- e. Trailers, campers, mobile homes, recreational vehicles, commercial vehicles, trucks (other than a standard size or smaller pick-up truck or van), inoperable vehicles of any kind, boats, or similar equipment or vehicles, can't remain on any area of the Apartment Community except for the temporary purpose of loading or unloading of passengers or personal property. Commercial vehicles are defined as any vehicles larger than a standard size passenger pick-up or van (e.g. dump trucks or heavy equipment), vehicles that carry or are mounted with equipment used in a profession or employment (e.g. taxis, mini-buses, buses, limousines, etc.). Vehicles violating this provision are subject to towing at the vehicle owner's expense.
- f. We can regulate the time, manner and place of parking cars, trucks, motorcycles, bicycles, boats, trailers and recreational vehicles. We can remove illegally parked vehicles and have them towed away. A vehicle is prohibited in the Apartment Community if it: has flat tires or other conditions 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 his or her Premises 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 designated "no parking area"; or is parked in a space marked for or assigned to other resident(s) or Bedroom(s).

- g. Call the Information Center to report a parking violation. The Information Center will notify the towing company, which will, in accordance with the law, tow the vehicle, if any of following situations exist:
 - (i) The unauthorized vehicle is parked in such a manner as to obstruct a fire lane.
 - (ii) The unauthorized vehicle is obstructing an entrance, exit, space or aisle of the parking facility.

The unauthorized vehicle may be towed without notice to the owner or operator of the vehicle and at the expense of the owner and operator of the vehicle.

- h. The property will not be held responsible for any damages to vehicles towed or removed from the property.

22. An unauthorized vehicle is defined as:

- a. Any vehicle parked, stored, or situated anywhere within the community, except in a space specifically designated for parking.
- b. Any inoperable vehicle, whether or not parked in a designated parking space.
- c. Any vehicle parked in a parking space assigned to a Resident, without the consent of the Resident.
- d. Any vehicle parked in such a manner as to occupy more than one marked parking space.

23. Pool Guidelines. (If applicable) All swimming pools and spas in the Apartment Community are available for the use and enjoyment by all residents and their limited 2 guests. If you or your guests use any of the facilities, all of you must comply with the pool guidelines which are posted at each pool and spa. All residents and their guests must wear appropriate attire in the pool area at all times. Residents or guests wearing attire that, in management's sole discretion, is considered inappropriate or offensive may be asked to leave. Nudity is prohibited. You must accompany your guest at all times.

24. Miscellaneous.

- a. Neither you nor your guests can make or permit to be made any loud, disturbing, or objectionable noises. Musical instruments, radio, phonographs, television sets, amplifiers and other instruments or devices can't be used or played in such a manner as may constitute a nuisance or disturbs other residents. Accordingly, the following shall apply to complaints concerning you or your guest's violation of this rule:

1st complaint	A written warning will be issued and/or \$100.00 fine;
2nd complaint	A \$250.00 fine will be assessed against you;
3rd complaint	A \$500.00 fine will be assessed and the Guarantor will be notified.

- b. Neither you nor your guests can use the common areas, parking lots or grounds in such a manner that interferes with the enjoyment of other residents. This policy is especially important after 9:00 p.m.
- c. Any general noise disturbances, i.e. noise from pool music, parties, machinery, etc., should be reported to the Information Center (during business hours) or the answering service (after hours). The answering service will contact the appropriate management personnel to handle the disturbance.
- d. We have 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. We can also exclude from any patio or common area, a person who refuses to or cannot identify himself or herself as your guest.
- e. Neither you nor your guests will be allowed to engage in the following prohibited activities: loud or obnoxious conduct, disturbing or threatening the rights, comfort, health, safety or convenience of others in or near the Apartment Community; possessing, selling or manufacturing illegal drugs or illegal drug paraphernalia; engaging in or threatening violence; possessing a weapon (unless authorized by law); discharging a firearm in the Apartment Community; displaying a gun, knife or other weapon in the Apartment Community in a threatening manner; soliciting business or contributions; operating a business or child care service within the Premises; storing anything in closets having gas appliances; tampering with utilities; bringing hazardous materials into the Apartment Community; using candles, incense or kerosene lamps.

25. Security acknowledgment and release. By execution of the lease, I agree as follows:

Your signature at the end of this addendum indicates that you will upon move-in inspect your Premises and determine to your satisfaction that the smoke detectors, door locks and latches and other safety devices in the Premises are adequate and in good working order.

It is your responsibility to immediately read the instructions for operating the alarm systems and controlled access gates (if any) and contact the Manager if you have any questions. Under all circumstances, you should assume that electronic and mechanical systems may malfunction and that persons responsible for them are fallible.

You understand that neither we nor the Manager can guarantee or assure personal security or safety for anyone. The furnishing of safety devices will not constitute a guarantee of their effectiveness nor does it impose an obligation on us to continue furnishing them. We assume no duties of security except to proceed with diligence to repair such systems after you have given us written notice of their malfunction. You must understand that any personnel or any mechanical or electronic devices that we are providing (courtesy patrol, intrusion systems, pedestrian gates, controlled access vehicle gates (if any), etc.) cannot be relied upon by you as being working all the time. There will invariably be breakdowns of anything mechanical or electronic in nature, and criminals can circumvent almost any system designed to deter crime. Employee absenteeism, weather, vandalism and other factors often cause such systems not to function as intended. Accordingly, you hereby release us and the Manager, our respective agents, partners, officers, directors and representatives, from any claim whatsoever with respect to any personal injury or property damage, it being understood that none of such persons or entities are insurers of your safety or that of your property in the Apartment Community.

Remember to please call the police first if trouble occurs or if potential crime is suspected.

26. Service Requests. We offer 24 hour response to emergency service requests. Call 911 in case of fire and other life threatening situations. Emergencies are considered any situation which places life or property in jeopardy and requires immediate attention. For after-hours emergencies, call the after-hours emergency # and explain the situation. They will contact the proper service personnel. For normal service requests, please call during normal Information Center hours.

27. Transfer Information. If you want to transfer from one Bedroom to another, the transfer must be approved by the Manager. You cannot be in violation of this Lease at the time transfer is requested. Such approval is at our sole discretion. If the Manager approves the transfer, you will need to sign a new lease, complete applicable paperwork, and pay a new security deposit. If your lease on the first Bedroom has not expired, a \$200.00 Transfer Fee will be required. The rental rate for the new Bedroom you are transferring into will be the greater of (1) the rate for the new Bedroom as of the transfer date or (2) the rate for the new Bedroom as of the date of this Lease for the first Bedroom. We will inspect the vacated Bedroom. It must be left in the condition it was at the time of your initial occupancy (normal wear and tear excepted). After we have inspected the first Bedroom and common areas of the first Apartment, the appropriate portion of your original security deposit will be refunded.

28. Replacement of Resident.

Effective Date: This Assignment is not effective until the last to occur of: (1) Old Resident's payment of the \$300.00 Assignment Fee, (2) Old Resident move-out; (3) Old Resident is not in default of any obligation under the Lease and any outstanding balance on Old Resident's account has been paid with a cashier's check or money order; (4) New Resident's payment of the application fee, and all other applicable fees and deposits; (5) Approval of New Resident's Application and approval of New Guarantor's executed guaranty; and (6) New Resident moves in. Until the Effective Date, Old Resident and his/her Guarantor remain primarily liable for all terms and conditions of the Lease.

- a. Old Resident assigns (transfers) the Lease and his/her rights under the Lease to New Resident as of the Effective Date, and New Resident and New Guarantor assume and agree to perform and be bound by the obligations under the Lease from and after the Effective Date. Old Resident and the Guarantor of the Old Resident are released from liabilities under the Lease which arise from and after the Effective Date and Old Resident and the Guarantor of the Old Resident, release Owner and manager from any and all claims related to the Lease or Old Resident's occupancy of the Premises.
- b. Owner will not return prorated rent (if any), the security deposit, and any prepaid rent to Old Resident according to the terms stated in the Lease.
- c. New Resident accepts the Premises and account in its "AS-IS" condition. Charges to New Resident's security and other deposits at the time New Resident vacates the Premises shall be made regardless of whether damages to the Premises occurred before or after the Effective Date. New Resident acknowledges that he/she has inspected the Premises and agrees to accept the Premises in its "As Is" condition. New Resident is responsible for ensuring that all utilities payable by Old Resident are switched over to New Resident.
- d. The Lease is amended to substitute New Resident for Old Resident and New Guarantor for the former Guarantor.
- e. New Resident understands that this is a multi-bedroom apartment which shares common living and kitchen areas and that the other bedrooms in the apartment are or may be occupied by other residents. Owner makes no representations regarding the existing residents, including, but not limited to, gender or compatibility. New Resident accepts the existing residents, and understands that if another bedroom in the apartment becomes vacant, Owner may place a new roommate in

the unoccupied bedroom. The fact that you and your roommates may be in conflict with each other won't be grounds to terminate the Lease.

- f. Owner's consent is subject to its approval of the New Resident's Application and approval of the New Guarantor's executed guaranty. Owner's consent to this transfer shall not act as consent to other transfers.

29. Modification of Addendum. You and your guests will be required to comply with all of the requirements set forth in this addendum. We have a right to change them from time to time as we or the Manager deem necessary. Any changes to this addendum will be effective and a part of the Lease once it has been delivered to you or posted in a public area of the Apartment Community used for such purposes. You are responsible for your guest's compliance with all guidelines. Either we or the Manager will use reasonable efforts to get all residents and other persons to comply with this addendum, but neither of us will be responsible to you if we fail to cause any persons compliance.

30. Occupancy Guidelines.

Occupancy guidelines are based on the size and characteristics of each floor plan, and may vary by floor plan. Generally, unless otherwise approved by Management and such is duly noted on the Lease Contract, the maximum occupancy is established at one (1) person per bedroom for all persons not of a familial status and not residing in a one bedroom apartment. Familial occupancy is not to exceed two (2) persons per bedroom. In one bedroom apartments, occupancy is limited to two (2) persons. No guest can stay for more than three (3) days during a thirty (30) day period without our consent. **The maximum number of guests in any apartment at any one time is eight (8) guests.**

In the event occupancy in your Premises at any time exceeds the maximum occupancy standard, you must cause someone in your Premises to leave within one month from the date of the increase (but you won't be released from your obligations under the Lease even if the person who leaves is you), or at the end of the lease term, whichever comes first. It is your responsibility to inform the Manager if or when the number of people living in the Bedroom exceeds the stated occupancy limits. If you fail to do so, you will be in violation of the Lease and we may ask you to vacate the Bedroom, even though you will still be liable under the Lease.

31. Privacy Policy. We are dedicated to protecting the privacy of your personal information, including your Social Security or other governmental identification numbers. We have adopted a privacy policy to help ensure that your information is kept secure. We follow all federal and state laws regarding the protection of your personal information.

How information is collected. You will be furnishing some of your personal information (such as your Social Security or other governmental identification numbers) at the time you apply to rent from us. This information will be on the rental application form or other document that you provide to us or to an apartment locator service, either on paper or electronically.

How and when information is used. We may use this information in the process of verifying statements made on your rental application, such as your rental, credit and employment history. We may use the information when reviewing any lease renewal. We may also use it to assist us in obtaining payment from you for any money you may owe us in the future.

How the information is protected and who has access. In our company, only authorized persons have access to your Social Security or other governmental identification number. We keep all documents containing this

information in a secure area, accessible only by authorized persons. We limit access to electronic versions of the information to authorized persons only.

How the information is disposed of. After we no longer need your Social Security or other governmental identification numbers, we will store or destroy the information in a manner that ensures that no unauthorized person will have access to it. Our disposal method may include physical destruction or obliteration of paper documents or electronic files containing such information.

Locator services. If you found us through a locator service, please be aware that locator services are independent contractors and are not our employees—even though they may initially process rental applications and fill out lease forms. You should require any locator services you use to furnish you their privacy policies, as well.

Media and marketing activities. You consent to our use of photographs of you taken at functions or events sponsored by the Apartment Community, or in common areas of the Apartment Community, for marketing and promotional purposes. We may use these images in advertising, brochures, flyers, for posting on social networking sites such as Facebook and our websites and for related uses. You consent to the publication of these images and waive any claims you may have against us for our use of such images.

BY SIGNING THIS ADDENDUM, YOU CONFIRM THAT YOU HAVE READ AND FULLY UNDERSTAND IT. THIS ADDENDUM IS A PART OF YOUR LEASE AND WILL APPLY TO YOU AND TO YOUR GUESTS. YOU ALSO CONFIRM THAT YOU UNDERSTAND THAT IF YOU VIOLATE THIS ADDENDUM, YOU ARE IN VIOLATION OF THE LEASE. YOU ARE RESPONSIBLE FOR YOUR OWN SECURITY AND FOR THE SECURITY OF YOUR GUESTS.

TIP SHEET ON MOLD PREVENTION

It is our goal to maintain the highest quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for conditions that could lead to the growth of naturally occurring mold.

Tips for residents

Residents can help minimize mold growth in their apartment homes by taking the following actions:

- Open windows. Proper ventilation is essential. If it is not possible to open windows, run the fan on the apartment air handler unit to circulate fresh air throughout your apartment.
- In damp or rainy weather conditions, keep windows and doors closed.
- If possible, maintain a temperature of between 50° and 80° Fahrenheit within your apartment at all times.
- Clean and dust your apartment on a regular basis as required by your lease. Regular vacuuming, mopping, and use of environmentally safe household cleaners is important to remove household dirt and debris that contribute to mold growth.
- Periodically remove dust and debris from ceiling fans, air conditioning vents and exhaust vents.
- Periodically clean and dry the walls and floors around the sink, bathtub, shower, toilets, windows and patio doors using a common household disinfecting cleaner.
- On a regular basis, wipe down and dry areas where moisture sometimes accumulates, like countertops, windows and windowsills.
- Use the pre-installed bathroom fan or alternative ventilation when bathing or showering and allow the fan to run until all excess moisture has vented from the bathroom.
- Use the exhaust fans in your kitchen when cooking or while the dishwasher is running and allow the fan to run until all excess moisture has vented from the kitchen.
- Use care when watering houseplants. If spills occur, dry up excess water immediately.
- Ensure that your clothes dryer vent is operating properly, and clean the lint screen after every use.
- When washing clothes in warm or hot water, watch to make sure condensation does not build up within the washer and dryer closet; if condensation does accumulate, dry with a fan or towel.
- Thoroughly dry any spills or pet urine on carpeting.
- Do not overfill closets or storage areas. Ventilation is important in these spaces.
- Do not allow damp or moist stacks of clothes or other cloth materials to lie in piles for an extended period of time.
- Immediately report to the management office any evidence of a water leak or excessive moisture in your apartment, storage room, garage, or any common area.
- Immediately report to the management office any evidence of mold growth that cannot be removed by simply applying a common household cleaner and wiping the area. Also report any area of mold that reappears despite regular cleaning.
- Immediately report to the management office any failure or malfunction with your heating, ventilation, air-conditioning system, or laundry system. As your lease provides, do not block or cover any of the heating, ventilation or air-conditioning ducts in your apartment.
- Immediately report to the management office any inoperable windows or doors.
- Immediately report to the management office any musty odors that you notice in your apartment.