



APARTMENT AND COMMUNITY GUIDELINES «property_name»

RE: Resident Lease Agreement dated «lease_generated_on» (the "Lease"), between «responsible_applicant_names» ("Resident") and «property_name» ("Owner") for Unit Common Area and Exclusive Space at Owner's apartment community generally located at «property_street_line1», «property_city», California «property_postal_code».

The terms below herein this Apartment and Community Guidelines Agreement is hereby incorporated and added as part of the Lease. Resident should read the following Apartment and Community Guidelines Agreement. Terms used in Apartment and Community Guidelines Agreement shall have the same meaning as defined in the Lease. A single violation of these Apartment and Community Guidelines Agreement or a violation of fire, health, or criminal laws by Resident or Resident's guest(s) shall constitute a violation of the Lease; in which case, the Owner shall be entitled to pursue all rights and remedies pursuant to the Lease and applicable law. Resident shall sometimes be referred to herein as "I" or "you" or "You." Owner shall sometimes be referred to herein as "us" or "we" or "We." Terms used in these Apartment and Community Guidelines Agreement shall have the same meaning as in the Lease.

SAMPLE

A. APARTMENT AND COMMUNITY GUIDELINES AGREEMENT

The following Apartment and Community Guidelines (the "Guidelines") are added as part of the Lease. Resident should read the following Guidelines carefully.

GENERAL GUIDELINES FOR RESIDENT:

1. All 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.
2. Garments, rugs or any other items may not be hung from the windows, patios, balconies, common hallway areas or any other exterior area of the community.
3. You must keep the patios, balconies and common hallway areas which are a part of the apartment clean and uncluttered. You cannot change the structure or appearance of any patio or balcony area. You cannot use patios or balconies for storage purposes, and you cannot fence in, wire in, or otherwise enclose the patios or balconies. Furniture made for outdoor use can be used at our discretion.
4. You cannot distribute, post or hang any signs or notices in any portion of the community without our prior approval. You cannot throw objects from patios, balconies or windows.
5. Welcome mats can be placed in front of doors, but rugs or carpet remnants are not permitted.
6. No electrical and telephone wiring may be installed within the apartment. Antennas and satellite dishes must comply with rules promulgated by us.
7. Door locks can only be changed with our proper written approval. Keys to changed locks will be deposited with our representative. A fee in the minimum amount of \$50.00 will be assessed for all lock changes requested while residing in the apartment. Mailbox lock changes may be requested at a fee of \$15.00.
8. No alarm systems or lock/hatch changes or rekeying is permitted unless we have approved it in writing.
9. You cannot modify the apartment's ceilings, floors, walls, shelves, or closets.
10. 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. We will not be responsible for any damages incurred from such situations. You will be responsible for the payment of all damages incurred from activating the system.
11. After you move into your apartment, you are responsible for replacing all interior light bulbs and/or fluorescent tubes in your apartment. Colored bulbs are not allowed in any exterior light fixture.
12. Halogen light bulbs/lamps must be used with extreme caution. Do not place halogen bulbs near draperies or other flammable materials. You must monitor the use of these bulbs, including the heat level. Owner will not be responsible for any damages incurred from halogen bulbs/lamps.
13. Smoking of any kind is not allowed in the unit. The cost to remove the odors or replace the items caused by smoke will be charged back at the time of move-out.
14. You or your guests may not anywhere in the community use unsupervised candles or kerosene lamps without our prior written approval.

ACCESS TO YOUR UNIT:

You need to notify us of any expected guest(s), delivery service, maid service, etc. You will need to provide written permission authorizing us to release your apartment number, telephone number, or apartment/bedroom key. Your guest will be required to show a form of identification (e.g. driver's license, etc.). Otherwise we may deny access into the community and into your apartment. You expressly agree by executing these Guidelines that we may provide information on you or your rental history for law enforcement, governmental, or business purposes.

COMMON AREAS:

1. Bicycles and other personal property cannot be parked or left outside an apartment, except on private patios, balconies, or bicycle racks that we may provide. You cannot hang your bicycles from the ceiling or wall of the patios or balconies or the interior of the apartment. You may not block stairwells, hallways, or other fire escape routes with bicycles or other items.
2. 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.
3. Use of the common areas of the community, including but not limited to, the clubhouse, pool & spa area, fitness center, basketball and volleyball facilities, game room, study lounge, and computer room is for you and other residents and their guests (no more than two per resident(s)) 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(s) at all times. If you or your guests use any of the facilities, all of you must comply with the guidelines which are posted at each area. If any person using the facilities is 14 years of age or under, that person should be accompanied by an adult.

FIRE SAFETY:

1. Barbecue grills are provided at the pool and/or throughout the community for resident use (where applicable). The use of all other grills or hibachis must comply with applicable laws and are prohibited from being used on balconies/patios or decks.
2. You cannot store or repair any gasoline or gas-fueled vehicle, motorcycle, moped, scooter or other similar vehicle in any area of the community or apartment.
3. You must not tamper with, interfere with, or damage any alarm equipment and/or installations.

AFTER HOUR LOCK-OUTS:

Contact the Office for after-hours lockouts and emergencies. Lock-out emergencies are considered to be building and apartment entry doors only – not bedroom doors. For bedroom lockouts, contact the office during normal business hours. A fee in the minimum amount of \$50.00 will be charged and is due payable the next business day. Call 911 or any other applicable emergency number in case of fire and other security concerns.

PARKING AND TOWING:

1. **Parking.** Resident acknowledges that this Lease does NOT include any right to park in the designated Resident parking area, unless Resident has executed the Parking Addendum with Owner, Resident has paid the monthly Parking Fee as defined in a Parking Addendum, and Resident properly displays a Parking Identification Sticker as further set forth in a Parking Addendum. If Resident has executed Parking Addendum with Owner, a copy of the same is attached to this Lease. Resident agrees to comply with the terms and conditions of the Parking Addendum and rules and regulations applicable to parking which may be promulgated by the Owner from time to time during the Term of this Lease. Parking is NOT guaranteed, due to the limited availability.

If Owner provides Resident with a sticker or decal, Resident must place same in the bottom passenger-side (right side) corner of the front windshield of your vehicle (if applicable) (or on a conspicuous place on Resident's vehicle if the vehicle does not have a front windshield). If Owner provides Resident with a hanging tag, Resident must hang same from rear-view mirror. Resident expressly understands that state law may require removal of rear-view mirror sticker when said vehicle is being operated.

Resident must forfeit Resident's vehicle identification sticker with Unit's keys and access devices when Resident moves out. Resident must display the parking identification sticker provided by Owner at all times on the driver's side of the front windshield of Resident's vehicle (or on a conspicuous place on Resident's vehicle if the vehicle does not have a front windshield). Owner reserves the right to designate and control the method, manner and time of parking in parking spaces in and around the Premises.

2. **Parking Exit Fee.** Resident acknowledges that Resident is allotted 25 exits from the parking garage each calendar month of the Lease Term. Any exits beyond the allotted 25 are subject to a \$1.00 Parking Exit Fee for each garage exit beyond the allotted 25. Any Parking Exit Fees incurred by the Resident will be charged to their ledger on the subsequent month's bill. Resident has the right to request vehicle exit data from the management team for the billing cycle.

Electric vehicles and carshare vehicles are not subject to the Parking Exit Fee.

This Parking Exit Fee is required by the City of Davis, per the property's Sustainable Implementation Plan. Funds generated by the Parking Exit Fee are used by the property management team to fund the cost of monitoring exit trips, maintaining the exit fee plan for the City of Davis, and ongoing reporting requirements per the City of Davis Sustainable Implementation Plan.

3. **Parking Rules.** Resident must comply with all parking rules and instructions posted by Owner. Neither Resident nor guests, invitees, licensees, family or others shall park in NO PARKING ZONES or other restricted areas. The Resident agrees to remove any unregistered, inoperable, or unauthorized vehicle from the Premises within twenty-four (24) hours when requested in writing by the Owner.
4. **Violation May Result in Vehicle Being Towed.** To the extent allowed by applicable law, Owner reserves the right to remove, at the Resident's expense and without prior notice, such motor vehicles, in the event that: (i) Resident fails to comply with the Owner's written request for removal; (ii) vehicle is illegally parked in a reserved handicapped accessible space; (iii) vehicle is parked in a manner which blocks other vehicles, dumpsters, drives, or walks; (iv) vehicle is illegally parked in a fire safety zone; (v) vehicle is parked on the grass or landscaping; (vi) vehicle is parked in more than one space; (vii) vehicle is a boat, trailer, recreational vehicle or other prohibited vehicle; (viii) vehicle is parked in any other manner which would allow towing pursuant to state statute. Owner is not responsible for any damages to any vehicles incurred while parked on the Premise.

5. Other Parking Policies and Rules. The Owner may regulate the time, manner and place of parking cars, trucks, motorcycles, bicycles. Owner may remove any illegally parked vehicles and have same towed away in accordance with state or local laws for any single violation of the Parking Addendum and these Guidelines. A violation of any single item below constitutes a material violation of the Parking Addendum and these Guidelines:

- a. Vehicles in use at or around the Premises may not exceed a speed of fifteen (15) miles per hour.
- b. If Resident improperly parks Resident's vehicle, it is subject to being towed away in accordance with state laws.
- c. Washing your vehicle at the Premises is prohibited unless there is an expressly designated area for car washing.
- d. Resident is expressly prohibited from conducting repairs or performing other mechanical or maintenance work on any vehicle in the Premises.
- e. Commercial vehicles, trailers, campers, mobile homes, recreational 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, are prohibited from being at the Premises except for the temporary purpose of loading or unloading of passengers or personal property. Commercial vehicles are defined as any vehicle 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, limousines, etc.).
- f. A vehicle is prohibited in the Premises if it: has flat tires or other conditions rendering it inoperable; has an expired government issued license or inspection sticker; takes up more than a single parking space; belongs to a resident who has moved out of his or her apartment 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 unit.
- g. It constitutes a violation of the Parking Addendum and these Guidelines if a vehicle is parked in an unauthorized fashion. A vehicle will be deemed to be parked in an unauthorized fashion if it is:
 - parked, stored, or situated anywhere within the Premises, except in an area or space specifically designed for parking.
 - in an inoperable condition, whether or not parked in a designated parking space.
 - parked in a parking space assigned to another resident, without the consent of the Resident.
 - parked in such a manner as to occupy more than one marked parking space.

WARNING: RESIDENT'S VEHICLE WILL BE TOWED IF RESIDENT FAILS TO COMPLY WITH THE OWNER'S PARKING POLICIES AND RULES SET FORTH IN THE PARKING ADDENDUM OR THIS THE APARTMENT AND COMMUNITY GUIDELINES, AGREEMENTS AND ADDENDA TO LEASE. OWNER IS NOT RESPONSIBLE FOR ANY DAMAGES INCURRED TO ANY VEHICLES TOWED WHILE BEING PARKED AT THE PREMISES.

SERVICE REQUESTS:

We offer 24-hour response to emergency service (non-security) requests. Call 911 or any other applicable emergency number in case of fire and any other security concerns. Emergencies are considered any situation which places life or property in jeopardy and requires immediate attention. For after-hours emergencies, call the Office (the answering service will answer) and explain the situation. They will contact the proper service personnel. For normal service requests, please call during normal Office hours.

MAIL AND PACKAGE:

The mailbox is to be used jointly by all co-residents assigned to your apartment. Packages will be placed into the Parcel Pending locker system. Instructions to register for this service will be provided at move in, and a **one-time \$5** fee applies. Packages which cannot fit into the package boxes can be received at the office. We will not be responsible for any damages, loss, or theft of packages. Packages which are not claimed within thirty (30) days of delivery will not be held.

UTILITIES:

1. Unless we instruct you otherwise, you must, for 24-hours a day during freezing weather, (a) keep the apartment heated to at least 50 degrees Fahrenheit, (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.
2. All utilities may be used only for normal household purposes and must not be wasted.
3. We will not be liable for any interruption, surge or failure of utility service to the apartment or any damage directly or indirectly caused by the interruption, surge or failure not caused by us.

FITNESS CENTER POLICIES:

1. Persons using the Fitness Center do so at their own risk. We assume no responsibility for accident or injury.
2. If you believe any equipment is malfunctioning, please notify the office immediately.
3. Persons under the age of 14 should have adult supervision.

4. Rubber sole shoes required. No hard-sole shoes.
5. No animals allowed.
6. No food allowed.
7. Drinks are permitted if carried in plastic containers. No glass containers. Please properly dispose of all drinking containers.
8. No radios permitted without the use of headphones.
9. Guests must be accompanied by a resident. No more than 2 guests per resident.
10. Any person, who is in our sole judgment, under the influence of alcohol or other drugs, may be excluded from the fitness center.
11. We are not responsible for items which are lost, damaged or stolen.
12. No Smoking.
13. We reserve the right to restrict the use of this facility.
14. Do not use equipment if you are taking any medication that causes drowsiness.
15. Use the equipment only in the manner intended by the manufacturer.

Improper use of equipment may cause serious injury or death.

GAME ROOM POLICIES:

The following policies are in affect for all communities with a Game Room:

1. Guests must be accompanied by a resident. No more than two (2) guests per resident.
2. No fighting, dangerous conduct, or noise which disturbs others.
3. No glass containers.
4. Do not leave personal items in this area. We are not responsible for any lost, stolen or damaged items.
5. Use the equipment only in the manner intended by manufacturer. Please handle the equipment with care.
6. Do not remove or damage equipment and supplies.
7. No Smoking.
8. We reserve the right to restrict the use of this facility.

COMPUTER CENTER POLICIES:

The following policies are in affect for all communities with a Computer Center:

1. This facility is provided for residents only.
2. Please show consideration to other residents waiting to use equipment.
3. Use the equipment only in the manner intended by the manufacturer. Please handle the equipment with care.
4. Do not remove or damage equipment and supplies.
5. Do not save or install any items onto the hard drive. Do not tamper with programs installed on the computer.
6. Do not leave personal items in this facility. We are not responsible for any lost, stolen or damaged items.
7. No Smoking.
8. No food or drinks can be close to equipment. No glass containers.
9. We reserve the right to restrict the use of this facility.
10. Residents are responsible for supplying their own paper.

POOL POLICIES:

The following policies are in affect for all communities with a Pool:

1. The Pool hours are: 9:00 a.m. – 10:00 p.m.
2. Persons under the age of 14 should have adult supervision.
3. Persons using the pool do so at their own risk. We assume no responsibility for accident or injury.
4. No animals allowed.
5. Anyone with a communicable disease capable of infecting others is prohibited from pool.
6. No loud music.
7. No glass containers.
8. Pool yard gates may not be propped open or otherwise rendered inoperable, even temporarily.
9. No more than 2 guests per resident. Guests must be accompanied by a resident.
10. No running, horseplay, fighting, dangerous conduct or noise which disturbs others.
11. Diving is not permitted at any time.
12. We are not responsible for lost, damaged or stolen items.
13. Proper swimwear is to be worn. No cut-offs or thong bathing suits are allowed.
14. No drunkenness or profanity. Any person who is, in our sole judgment, under the influence of alcohol or other drugs may be excluded from the pool area.
15. No jumping or diving into pool or spa from balconies/patios.

16. We reserve the right to restrict the use of this facility.

Warnings:

- **NO DIVING**
- **NO LIFEGUARD ON DUTY**
- **PERSONS UNDER THE AGE OF 14 SHOULD NOT USE HOT TUB WITHOUT ADULT SUPERVISION**
- **Call 911 in case of emergency**

MISCELLANEOUS:

1. Common area amenities are provided as a courtesy and access to these items may be altered or eliminated by Owner at any time without any adjustment to the rent that is owed by Resident.
2. Neither you nor your guests can make or permit to be made any loud, disturbing, or objectionable noises. Musical instruments, radio, CD players, television sets, amplifiers and other instruments or devices cannot be used or played in such a manner as may constitute a nuisance or disturbs other residents. We shall have the right, in the event of violations of these or any other rules, to assess a fee to be paid by you in an amount up to \$100 per violation.
3. 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.
4. Any general noise disturbances, (i.e. noise from pool music, parties, machinery, etc.) should be reported to the Office (during business hours) or the answering service (after hours). The answering service will contact the appropriate management personnel to handle the disturbance.
5. We have the right to exclude guests or others who, in our sole judgment, have been in violation of the law, violation of the Lease or any rules or policies of the 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.
6. **IF YOU NEED TO REPLACE ACCESS CARDS, REMOTE CONTROL DEVICES OR KEYS, YOU WILL BE CHARGED A FEE IN THE MINIMUM AMOUNT OF \$50.00; IF YOU ARE IN NEED OF A REPLACEMENT PARKING DECAL, YOU WILL BE CHARGED A FEE IN THE MINIMUM AMOUNT OF \$50.00.**

ANIMAL POLICIES AND RULES:

1. As indicated in the Lease, Animals (except for assistance animals as defined by the Fair Housing Act) are prohibited, even temporarily, in the Exclusive Space, Unit Common Area and Premises, unless Owner AND Resident execute an Animal Addendum and Assistance and Service animals will be allowed in accordance with federal, state and local fair housing laws. Resident pays a monthly Pet Rent in the amount of **\$25**.
2. Resident shall comply with the following rules regarding Resident's animal in addition to compliance with the terms of the Lease as well as any supplemental rules established by Owner with respect to animals or animals in the apartment community:
 - a. Animals must be full-grown (at least one (1) year of age).
 - b. Animals should not be unattended on patios or balconies.
 - c. Resident is responsible for immediately cleaning up any animal defecation and animal defecation must be dealt with as follows:
 - Cats - inside the litter box only
 - Dogs - outside, around the perimeter of the apartment property in designated animal walks or other designated areas only
 - d. Animals must not disturb neighbors or others in and around the apartment community, whether the animals are inside or outside the Premises.
 - e. Animals must not be tied to any fixed object anywhere outside the Premises.
 - f. Animals, other than assistance or service animals, must not be let into swimming pool areas, laundry rooms, offices, club rooms, or other recreational facilities or common areas.
 - g. Animals must not be fed or watered outside the Premises.
 - h. No more than two (2) animals per Unit are permitted.
 - i. Cats must be neutered and declawed.
 - j. Aggressive breed canines and exotic animals including, but not limited to the following will not be permitted: Akita Inu, Alaskan Malamutes, American Bandogge, American Bulldog, Basenji, Boew Boel, Bull Terrier, Cane Corso, Caucasian, Chow, Doberman Pinschers, Dogo Argentino, Fila Brasileiro, German Shepherd, Great Dane, Gull Dong, Huskies, Perro de Presa Canario, Pitbull, Rhodesian Ridgeback, Rottweiler, Saint Bernard, Tosa Inu, Wolf Hybrid; Poisonous Animals (i.e. spiders, snakes); and/or, other Exotic Animals (e.g. monkey, ape, iguana, ferret, sugar gliders, snakes).
 - k. With the exception of a non-restricted breed or size of either a feline, canine, and/or fish in an aquarium no larger than one (1) gallon, all other animals shall be considered to be Exotic Animals
 - l. Animals shall be kept on a leash and under the Resident's supervision when outside of the Premises. The Owner or Owner's representative has the right to pick up unleashed animals or report them to the proper authorities.
 - m. Visiting animals are not allowed.

3. The Owner shall comply with all federal and state laws, including, but not limited to the Fair Housing Act. Under the Fair Housing Act, an Assistance Animal is a reasonable accommodation to a person with a disability as necessary because of that disability. Breed, size and weight limitations are NOT applied to properly verified and approved Assistance Animals. Pet Fees, Pet Deposit and/or Pet Rent are NOT applied to properly verified and approved Assistance Animals. For additional information, see Lease Addendum for Resident with Assistant Animal in the Apartment and Community Guidelines, Agreements and Addenda to Lease.

VIOLATIONS:

As indicated above, a violation of these Guidelines shall constitute a violation of the Lease and shall entitle us to pursue any rights or remedies pursuant to the Lease and applicable law including seeking possession of the apartment. Additionally, we shall have the right, in the event of violations, to assess a fee for each violation. In the event you are assessed a fee and you do not pay the fee within ten (10) days of being notified, all monies paid by you for rent or otherwise shall be applied to non-rent items first and then to rent due and owing. If you fail to pay all amounts due, you will be delinquent in the payment of rent; in which case, we shall be entitled to pursue its rights and remedies under the Lease as if you failed to pay rent.

MODIFICATION OF GUIDELINES:

You and your guests will be required to comply with all of the requirements set forth in these Guidelines. We have the right to change them from time to time as we deem necessary. Any changes to these Guidelines will be effective and a part of the Lease once they have been delivered to you or posted in a public area of the community used for such purposes. You are responsible for your guest's compliance with all Guidelines. We will use reasonable efforts to get all residents and other persons to comply with the Guidelines, but we will not be responsible to you if we fail to cause any person's compliance.

The terms of these Guidelines are effective as of the date of the Lease and are agreed to and accepted by Resident.

B. FURNITURE AGREEMENT

THE UNIT IS FURNISHED AND FURNITURE FEE IS INCLUDED IN THE BASE FEE UNDER SECTION 3 OF THE LEASE.

This Furniture Agreement (this "Agreement") is made and entered into by and between Resident and Owner identified in the Lease. The terms of this Agreement are subject to the terms of the Lease; the defined terms in the Lease shall be deemed to have the same meaning as in this Agreement. In consideration of the mutual promises contained herein and in the Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties agree as follows:

- 1. Furniture provided in the apartment.** You acknowledge that furniture and/or electronics (collectively the "Furniture") has been provided by us to you for your use in the apartment. Typical furniture packages may contain any or all of the following in the Exclusive Space (i.e. bedroom) and the Unit Common Area:

Living Room

Sofa
Chair
End Table(s)
Coffee Table

Dining Area/Kitchen

Chair(s)
Table
Bar Stool(s)

Bedroom

Mattress
Bed (frame, box spring)
Headboard
Dresser/Drawers
Chair
Desk

YOU SHALL EXAMINE ALL FURNITURE LISTED ABOVE AND NOTIFY US IN WRITING OF ANY DEFECTS IN THE FURNITURE WITHIN 24 HOURS AFTER YOU MOVE IN. IF YOU FAIL TO NOTIFY US OF ANY DEFECTS IN THE FURNITURE WITHIN SUCH 24-HOUR PERIOD, ALL FURNITURE SHALL BE DEEMED TO BE IN GOOD CONDITION.

- 2. Disclaimer of Warranties and Representations.** TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, OWNER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, RELATING TO ANY FURNITURE, FURNISHING, EQUIPMENT OR APPLIANCES, IF ANY, IDENTIFIED HEREIN OR OTHERWISE IN THE APARTMENT OR THE UNIT INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, HABITABILITY OR SUITABILITY.
- 3. Maintenance of Furniture.** You shall maintain the Furniture in a clean condition; reasonable wear and tear excepted and shall not remove any items of Furniture from the apartment during the term of the Lease. All items of Furniture shall be kept in the apartment and returned to us when you vacate the apartment at the expiration of the term of the Lease or when your right to possession of the apartment is terminated, whichever is sooner. When you vacate the apartment, all Furniture shall be returned to the location in the apartment and in the Unit that such Furniture were in as of the move-in date. You shall be responsible for any damages or cleaning charges incurred by us with respect to use or condition of any Furniture in the apartment owned by us.
- 4. Default.** In the event the Furniture are not maintained, are damaged or are otherwise not returned to us at the expiration of the term of the Lease or when your right to possession of the apartment is terminated, whichever is sooner, in a condition satisfactory to us, you shall pay to us, upon demand, the cost to repair or replace, as determined by us, the Furniture. We shall have the right to deduct any amounts owed hereunder from the security deposit paid by you under the Lease. In addition to the foregoing, in the event of any default under this Agreement, we shall have the right to pursue any and all rights or remedies under the Lease or applicable law as if you defaulted under the Lease. See estimated replacement costs below:

The terms of this Agreement are effective as of the date of the Lease and are agreed to and accepted by Resident.

C. GATE READER CONTROL, CARD OR CODE ACCESS GATE ADDENDUM

This Gate Reader, Card or Code Access Gate Addendum ("Addendum") is executed by both the Resident and Owner and is hereby incorporated and added as part of the Lease

1. **Gate reader/cards/code for gate access.**

Readers for gate/building/amenity access. Each person who is 18 years of age or older and listed as a resident on the lease will be given a card at no cost to use during his or her residency. Each additional reader for you or your children or other occupants will require a **\$50.00** non-refundable fee.

2. **Damaged, lost or unreturned gate readers, cards or code changes.**

If a gate reader is lost, stolen or damaged, a **\$50.00** fee will be charged for a replacement. If a gate reader is not returned or is returned damaged when you move out, there will be a **\$50.00** deduction from the security deposit. If a reader is lost, stolen or damaged, a **\$50.00** fee will be charged for a replacement. If a reader is not returned or is returned damaged when you move out, there will be a **\$50.00** deduction from the security deposit.

3. **Report damage or malfunctions.** Please immediately report to the office any malfunction or damage to gates, fencing, locks or related equipment.

4. **Follow written instructions.** We ask that you and all other occupants read the written instructions that have been furnished to you regarding the access gates. This is important because if the gates are damaged by you or your family, guest or invitee through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

5. **Personal injury and/or personal property damage.** Except as specifically required by law, we have no duty to maintain the gates and cannot guaranty against gate malfunctions. We make no representations or guarantees to you concerning security of the community. Any measures, devices, or activities taken by us are solely for the benefit of us and for the protection of our property and interests, and any benefit to you of the same is purely incidental. Anything mechanical or electronic is subject to malfunction. Fencing, gates or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests and invitees from crime is the sole responsibility of residents, occupants and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, family member, guest, occupant or invitee for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required. You will be held responsible for the actions of any persons to whom you provide access to the community.

6. **Rules in using vehicle gates**

Always approach entry and exit gates with caution and at a very slow rate of speed.

- Never stop your car where the gate can hit your vehicle as the gate opens or closes.
- Never follow another vehicle into an open gate. Always use your reader to gain entry.
- Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
- Never force the gate open with your car.
- Never get out of your vehicle while the gates are opening or closing.
- If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safely loop detector and could cause damage.
- Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.
- If you lose your reader, please contact the management office immediately.
- Do not give your reader or code to anyone else.
- Do not tamper with gate or allow your occupants to tamper or play with gates.

The terms of this Addendum are effective as of the date of the Lease and are agreed to and accepted by Resident.

D. VALET WASTE ADDENDUM

Valet trash service will be provided for each resident **7 nights per week**. Resident is responsible for a one-time, up-front fee of \$120 at the time of move-in for Valet Waste Service during the Lease Term.

A container will be provided to each resident and must be used in conjunction with the valet service. **Containers with bagged trash should be placed outside front door only between the hours of 6:00pm - 8:00pm.** Service will begin after **8:00pm**. All trash must be in bags and securely tied. Bags must be placed inside the container. No loose trash will be collected. All boxes must be broken down and flattened. After collection, residents are required to bring containers inside by 9:00am the following morning. Containers are the property of Valet Living. It is the responsibility of each resident to keep his or her container clean. There will be a \$50 charge to the resident if an additional or replacement container is needed or if you take the container with you when you move out.

If any resident misses service on any of the designated nights, it is their responsibility to bring trash to the designated compactor or dumpster area or keep the trash inside his or her apartment until the next collection evening. **Containers/trash may NOT be left out for any reason during non-designated times.** If not complied with, resident will receive a warning. If after the first warning the resident is again in violation, his or her container may be removed and/or a fine of \$50 will be issued. Containers may be returned after a return fee is paid and with the resident's thorough understanding of the procedures for the service. If this problem continues beyond that, valet service for that resident will be terminated and disposing of trash will become the resident's responsibility.

We hope everyone will follow the rules to enjoy this amenity. By not following the rules for our community, you are in violation of your lease agreement and this will be handled accordingly.

We ask that everyone do his or her part in keeping our property clean and beautiful.

The terms of this Addendum are effective as of the date of the Lease and are agreed to and accepted by Resident

E. SECURITY ADDENDUM

This Security Addendum (this "Addendum") is executed by both the Resident and Owner and is hereby incorporated and added as part of the Lease. In consideration of the mutual promises contained herein and in the Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties agree as follows:

1. **Resident's Responsibility for Security.** No matter what steps Owner takes with respect to security issues, it is absolutely imperative that Resident realize that there is nothing Owner can do to prevent crime from occurring. Unfortunately, crime appears to be a fact of life. There is no guarantee that any effort by Owner will in any way increase Resident's personal security or the safety of Resident's family or guests or Resident's belongings. Resident should not rely upon any measures Owner takes for Resident's personal security or the safety of Resident's family or guests. Owner cannot assume responsibility for the criminal action of third parties. Owner's employees and representatives are not trained police officers and like Resident, will rely on the police for security matters and to enforce laws. The only way that Resident can effectively avert the impact which the criminal element of our society has upon Resident and Resident's guests is to use common sense and take precautions with respect to security issues. It is essential that Resident realize that Resident and the local law enforcement agencies are responsible for Resident's security and the security of all guests.
2. **Door Locks and Window Latches.** Owner will comply with the requirements of state law with respect to providing door locks and window latches to units at the property. Owner will change locks as required by applicable law. All lock change requests must be made in writing. Owner may require Resident to pay charges in advance for which Resident is liable to pay under the circumstances and conditions allowed by applicable law. Although Owner will not require Resident to pay for a repair or replacement of a security device due to normal wear and tear, Owner reserves the right to require Resident to pay for repair or replacement of a security device if the repair or replacement is necessitated by misuse or damage by Resident, an occupant of Resident's premises or a guest.
3. **Intrusion Alarms.** If, as part of the Base Fee component of Resident's Rent paid pursuant to the Lease, an intrusion alarm is included, Resident acknowledges that a monitoring alarm company, independent from Owner, is responsible for monitoring the alarm and Resident agrees that the Owner is not responsible for damage, loss or injury to person or property as a result of the failure of the alarm or the failure by the company responsible for monitoring the alarm to properly respond to an alarm signal. In addition, resident acknowledges that a common telephone line to the Unit is required to monitor the alarm.

In order to secure the use of the alarm, the municipality in which the property is located or other governmental entity or agency having jurisdiction over the property may require Resident to apply for and obtain a burglar alarm permit. Resident agrees that any required permit will be obtained and maintained in Resident's own name throughout the term of the Lease. Resident also agrees to be responsible for all fines, penalties and charges imposed by any governmental entity or agency relating to or as a result of Resident's use of the alarm including, but not limited to, all false alarm charges imposed.

Resident agrees: (i) that Resident has been instructed on how to operate the alarm, that Resident has inspected the alarm and that Resident finds the alarm to be in good working order; (ii) Resident shall use reasonable care in the operation of the alarm, follow manufacturer's recommended operating procedures and comply with any and all instructions, rules of procedures instituted by Owner or the company responsible for monitoring the alarm regarding the operation of the alarm; and (iii) it is Resident's duty to regularly test and monitor the alarm and to promptly notify the alarm company responsible for monitoring the alarm in writing of any problem, defect, malfunction or failure of the alarm.

RESIDENT ACKNOWLEDGES THAT OWNER DOES NOT MAKE ANY GUARANTY OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE ALARM. OWNER DISCLAIMS AND DENIES THAT THERE IS AN IMPLIED WARRANTY OF MERCHANTABILITY, SUITABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE EXISTENCE, USE OR FUNCTION OF THE ALARM. RESIDENT FURTHER ACKNOWLEDGES THAT OWNER DOES NOT EXPRESSLY OR IMPLIEDLY GUARANTY OR WARRANTY THAT THE ALARM WILL AVERT OR PREVENT OCCURRENCES OR CONSEQUENCES RELATING TO THE CRIMINAL ACTIVITIES OF OTHERS. Resident acknowledges that the alarm is a mechanical device and can be rendered inoperative at any time. Resident also acknowledges that the alarm requires Resident to properly code the alarm in order for it to function properly. Resident agrees that the Owner's installation of the alarm and retention of a company to monitor the alarm does not constitute a voluntary undertaking or agreement by Owner to provide security to Resident or any guest or occupants of Resident's premises or Resident's unit. There is absolutely no guarantee that the presence of the alarm will in any way increase Resident's personal security or the safety of any guests or occupants of the Premises or the Unit.

4. **Limited Access.** In the event the community has limited access gates or building entry doors, while Owner certainly hopes that these access gates and doors will be used by persons as they are intended, Resident recognizes that the access gates and doors will not prevent unauthorized persons from coming onto the property. The access gates and doors are mechanical devices that can be rendered inoperative or malfunction at any time, are only designed for the purpose of assisting to control access in and out of our community and are not designed or operated in a manner so as to provide personal security for

residents~ occupants or guests. Additionally, there is the possibility that someone will walk through the gates or doors unnoticed and without proper authority. There is also no way to stop someone who enters the property in an authorized fashion but then proceeds to an alternate destination to perform a criminal act. If Resident sees strangers in or around the property, please contact the police immediately.

5. **Cameras on the Property.** In the event that cameras have been placed in "the amenity areas or clubhouse, please understand that these cameras are not manned on a 24-hour basis and are designed only to serve as additional eyes for the Owner of the property. This feature is not designed to provide personal security services for anyone; the cameras should not be relied upon to provide protection. In the event that you have a problem of a security nature anywhere on the property including those areas at which a camera is located, the police should be contacted.
6. **Off Duty Officers.** In the event that a police officer resides at or patrols the property, please understand that the officer is not equipped to provide personal security to residents or their guests or occupants of any unit. The officer is to act as additional eyes and ears for the Owner and is advised to contact the local law enforcement agency if there is a need for police services. Please remember that the officer is not to be relied on for security services. Someone with a criminal intent can circumvent any procedure used by the officer and commit a crime on the property. Residents are encouraged to contact the local law enforcement agency in the event they have any security concerns and to contact 911 in the event of an emergency.
7. **Patrol Services.** In the event that there are patrol personnel patrolling the property, please understand that these persons are employees of a private patrol service retained by the Owner and are not employees of the Owner. The patrol personnel are not responsible for providing personal security to residents or their guests or occupants of any unit. The patrol personnel are to act as additional eyes and ears for the management at the property and are advised to contact the local law enforcement agency if there is a need for police services. Please remember that the patrol personnel are not equipped to provide personal security services, are not intended to provide personal security services, and are not to be relied on for these types of services. Someone with a criminal intent can circumvent any procedure used by the patrol personnel or the company which they are employed by to commit a crime on the property. Do not rely upon these procedures for your personal security. Residents are encouraged to contact the local law enforcement agency in the event they are in need of any security concerns and to contact 911 in the event of an emergency.
8. **Suggestions Regarding Security Issues.** Resident should always be as cautious as possible with respect to Resident's property and Resident's surroundings. Here are a few tips which Owner would suggest that Resident (referred to as "you" or "your" below) follow:
 - Review the Lease and other documents governing your occupancy of the premises and unit; know your responsibilities regarding security issues.
 - Always contact the local law enforcement agency whenever you are in need of security services. Do not contact the answering service, the management office or any courtesy officers for this can only delay the response time.
 - Keep the telephone number of the local law enforcement agency in a readily accessible place; call "911" or other applicable emergency number in the event of an emergency.
 - Get to know your neighbors. Be able to recognize whether there are strangers in your area of the property.
 - Contact the local law enforcement agency if you see that a neighbor's security is threatened; request that they do the same for you.
 - Always lock your apartment door whenever you leave the apartment even if only gone momentarily.
 - Always lock your car door whenever the car is left unattended in the parking garage or in the parking lot.
 - If you have occasion to walk around the property at night, try to refrain from walking alone.

Be sure that you have a sufficient amount of insurance on your own person, your personal belongings, and the personal belongings of your guests.

Be aware of criminal activities in the area. If you have questions about crime in the area, contact the local law enforcement. The terms of this Addendum are effective as of the date of the Lease and are agreed to and accepted by Resident.

F. LEASE ADDENDUM FOR RESIDENT WITH ASSISTANCE ANIMAL

1. **Addendum is Incorporated as Part of the Lease.** This Addendum Regarding Assistance or Service Animals ("Addendum") is executed by both the Resident and Owner and is hereby incorporated and added as part of the Lease.
2. **Assistance Animal.** The Landlord shall comply with all federal and state laws, including, but not limited to the Fair Housing Act. Under the Fair Housing Act, an Assistance Animal is a reasonable accommodation to a person with a disability as necessary because of that disability.

Should the Resident have a disability that is not readily apparent or known and/or the disability-related need for Resident's assistance animal is not readily apparent, the Landlord may require appropriate verification of the disability or need for the assistance animal from a reliable third party source.

3. **Resident's Acknowledgments.** Resident and Landlord expressly acknowledge the following should Resident be permitted an accommodation for an Assistance Animal under the Fair Housing Act:
 - a. Resident must take actions to assure the following:
 - The Assistance Animal is not out of control;
 - The Assistance Animal is leashed, crated, or otherwise effectively restrained at all times when outside of the apartment unit;
 - The Assistance Animal is supervised by a responsible person at all times when outside of the apartment unit;
 - The Assistance Animal is housebroken;
 - The Assistance Animal does not create a nuisance on the premises;
 - The Assistance Animal complies with all local and state regulations regarding vaccinations;
 - The Assistance Animal is spayed or neutered, absent any medical reason for exemption;
 - The Assistance Animal does not pose a direct threat to the health or safety of other Residents staying at the Landlord's apartment community; and,
 - b. Resident is responsible for all clean-up of waste from the Assistance Animal. Clean-up must be performed contemporaneously with the animal's relief. The Assistance Animal shall not be permitted to relieve itself on the balcony or patio of any apartment unit.
4. **Restrictions NOT applicable to Assistance Animal:**
 - a. Breed, size and weight limitations are not applied to properly verified and approved Assistance Animals.
 - b. Pet Fees, Pet Deposit and/or Pet Rent are not applied to properly verified and approved Assistance Animals.

In compliance with State and Federal law, Resident expressly acknowledges that Resident will be responsible for any damages beyond normal wear and tear to Exclusive Space, Unit Common Area and Premises caused by Resident's Assistance Animal. The terms of this Addendum are effective as of the date of the Lease and are agreed to and accepted by Resident.

G. MOLD INFORMATION AND PREVENTION ADDENDUM

Note: It is Owner's goal to maintain a quality living environment for its residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

1. **Addendum.** This Moisture/Mold Information and Prevention Addendum ("Addendum") is an Addendum to the Resident Lease Agreement ("Lease") executed by you, the resident or residents, and the Owner, for the unit at «property_name».
2. **General Information About Mold.** Mold (also known as fungi) is everywhere in the environment, both indoors and outdoors and in both new and old structures without a threat to health or property. Mold is not new. It is a natural microscopic organism that reproduces by spores. They have always been with us. In the environment, molds break down organic matter and use the end product for food. Without mold we would struggle with large amounts of dead organic matter. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing, and other materials. Mold can grow inside an Apartment when excess moisture is present. Mold can grow on anything as simple as a damp stack of newspapers. There is conflicting scientific evidence about how much mold must accumulate before it creates adverse health effects on people and animals. Even so, you must take appropriate precautions.
3. **Preventing Mold Begins with You.** Mold prevention is best accomplished through resident attention. To minimize the potential for mold growth in your Apartment, you must:
 - a. Keep your Apartment clean – particularly the kitchen, the bathrooms, carpets and floors. Beverage spills, and/or insufficient drying of carpets can be a breeding ground for mold. Make sure to clean and thoroughly dry all absorbent materials when cleaning. Regular vacuuming and mopping of floors, plus cleaning hard surfaces using a household cleaner, are all important to remove the household dirt and debris that harbor mold or food for mold. Throw away moldy food immediately.
 - b. Keep blinds open throughout the Apartment during permissible weather.
 - c. It is necessary to sustain an appropriate climate control at all times.
 - d. Utilize the proper ventilation and dehumidification of the Apartment and its contents to prevent the growth of mold.
 - e. The HVAC systems are designed to maintain a level of comfortable humidity that can prevent mold growth. Please allow your HVAC system to work effectively.
 - f. Use exhaust fan before and during cooking, dishwashing, and cleaning in food service areas.
 - g. Use venting systems before and during the use of bathrooms, clothes washers/dryers, and other moisture generating sources. If moisture is apparent, it is necessary to wipe away all moisture accumulations on windows, walls, ceilings, floors and other surfaces as reasonably possible. Open doors and windows to help ventilate the area. Make sure to clean the lint screen after every use of clothes dryer.
 - h. Look for leaks in washing-machine hoses and discharge lines – especially if the leak is large enough for water to seep into nearby walls.
 - i. If your Apartment has them, always turn on exhaust fans in the bathroom before showering and in the kitchen before cooking with open pots.
 - j. When showering, always keep the shower curtain inside the tub (or fully close the shower doors). Experts also recommend that after a shower or bath you: wipe moisture off shower walls, shower doors, the bathtub, and the bathroom floor; leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and, hang up your towels and bath mats so they will completely dry out.
 - k. Promptly notify Owner in writing about any air-conditioning or heating-system problems you discover. Follow any of Owner's rules about replacing air filters. It's also good proactive practice to open windows and doors periodically on days when the outdoor weather is dry to help humid areas of your Apartment dry out.
 - l. Immediately notify Owner in writing of any signs of musty odors, plumbing leaks, moisture drips from A/C or vents, water leaks, water infiltration, discoloration of walls, doors, base boards, window casings, ceiling, missing grout and/or caulk or mold. Owner will as it solely deems necessary to remedy the situation.
 - m. Regularly look for leaks or mold in all cabinets located under sinks.
 - n. Avoid the use of humidifiers and other equipment that creates mist and vapors. If this type of equipment is not maintained, it can turn into a health hazard.
 - o. Do not block or cover any of the heating ventilation or air conditioning ducts in your Apartment.
 - p. Do not allow damp or moist stacks of clothes or other materials to lie in piles for an extended period of time (more than several hours).
 - q. Over watering indoor plants can cause mold growth. Make sure to clean and dry plant overflow accidents. Firewood is another natural mold source. Do not store firewood indoors.
4. **Avoiding Moisture Buildup.** To avoid mold growth, it's important to prevent excess moisture buildup in your Apartment. Failing to promptly attend to leaks and moisture accumulations on Apartment surfaces can encourage mold growth, especially in places where they might get inside walls or ceilings. Prolonged moisture can come from a wide variety of sources, such as:

- a. Rainwater leaking from roofs, windows, doors, and outside walls, as well as flood waters rising above floor level; overflows from showers, bathtubs, toilets, sinks, washing machines, dehumidifiers, refrigerator or air-conditioner drip pans, or clogged air-conditioner condensation lines; leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting or caulking around showers, bathtubs, or sinks; washing-machine hose leaks, plant-watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking; leaks from clothes-dryer discharge vents (which can put a lot of moisture into the air); and; insufficient drying of carpets, carpet pads, shower walls, and bathroom floors.
5. **Cleaning Mold.** If small areas of mold have already accumulated on nonporous surfaces (such as ceramic tile, Formica, vinyl flooring, metal, wood, or plastic), the Environmental Protection Agency recommends that you first clean the areas with soap (or detergent) and water and let the surface dry thoroughly. (Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.) When the surface is dry – and within 24 hours of cleaning – apply a premixed spray-on household biocide such as Lysol Disinfectant, Original Pine-Sol Cleaner, Tilex Mold & Mildew Remover or Clorox Clean-up Cleaner + Bleach. (Note two things: First, only a few of the common household cleaners can actually kill mold. Second, Tilex and Clorox contain bleach, which can discolor or stain surfaces, so follow the instructions on the container.) Always clean and apply a biocide to an area five or six times larger than any potential mold you see – mold can be present but not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove nonvisible mold products from porous items such as fibers in sofas, chairs, drapes, and carpets – provided the fibers are completely dry. Machine washing or dry-cleaning will remove mold from clothes. Resident should immediately contact management staff if Resident is unsure of how to clean mold growth
 6. **Warning for Porous Surfaces and Large Surfaces.** Do not clean or apply biocides to visible mold on porous surfaces such as sheetrock walls or ceilings or to large areas of visible mold on nonporous surfaces. Instead, immediately notify the management staff in writing.
 7. **Compliance.** Complying with this Addendum will help prevent mold growth and other damage in your Apartment, and both you and Owner will be able to respond correctly if problems develop that could lead to mold growth. If you have questions about this Addendum, please contact the management office.

Resident Liability. If you fail to comply with this Addendum, you will be held responsible for property damage to the Apartment and any health problems that may result. Owner cannot repair or remedy problems in your Apartment unless Owner knows about them. As the Occupant, you agree to diligently, monitor and report potential problems. You agree to be liable for any mold remediation or loss of use if it is determined by Owner that you failed to promptly notify Owner of the problem. You agree to promptly pay Owner for its loss or estimated loss within fourteen (14) days of being presented with same. Failure to comply with this Addendum to make full and prompt payment is a default of your Lease.

8. **Resident Requirements.** Residents hereby represents, warrants, and acknowledges to and covenants that Resident shall:
 - a. Minimum/Maximum Temperature. Maintain the air conditioning system (“A/C”) in your Apartment at or below 77 degrees Fahrenheit at all times. Resident shall remain solely liable for any electrical or utility expense related to Owner’s temperature requirements;
 - b. If applicable, maintain the humidistat setting at 80 degrees at all times.
 - c. Never run the fan in the manual “on” position for a period of more than thirty (30) minutes time.
 - d. IMMEDIATELY report any A/C malfunction to the front office;
 - e. Promptly inform the front office if Resident will be away from the Apartment for a period longer than three (3) days, so the A/C may be properly monitored by the front office;
 - f. Keep closet doors open at all times if Resident will be away from the Apartment for a period longer than three (3) days, so air can continuously circulate properly throughout the Apartment.
 - g. Keep all vents in your Apartment open at all times; and,
 - h. Keep any and all doors and vents free from any type of obstruction.
 - i. Never store anything in front of ventilation doors to your A/C unit;
 - j. Never block the ventilation doors to your A/C unit;
 - k. Check at least monthly the cabinets beneath your sinks for any leaks.
9. **Resident Testing or Inspection.** Prior to any testing or professional inspection(s) performed by or at the request of Resident or Resident’s agent, Resident must provide Owner with a minimum of seventy-two (72) hours advance written notice to the management office. In the event such notice is not provided, Resident agrees any testing or inspection results will be excluded from any legal or administrative proceedings at the Owner’s sole option.
10. **Owner’s Rights.** Owner reserves the right to take any reasonable measures at Owner’s sole discretion (but at Resident’s sole expense), to control humidity and moisture levels to prevent conditions that are conducive to mold and mildew growth, including but not limited to controlling Resident’s thermostat (either through manual or remote programming) for the Apartment and/or common area. In addition to any access rights provided to Owner under state law or the Lease, Owner (and its agents) is also granted unrestricted access without any prior notice to monitor/adjust the temperature, if it should

choose to do so. Resident cannot refuse Owner (or its agents) entry access of Apartment to control humidity and moisture levels.

- 11. Full Force and Effect.** Other than the modification contained herein, all other terms of the Lease shall remain in full force and effect.
- 12. Conflict of Terms.** To the extent of any inconsistency or conflict between the Lease, on the one hand, and this Addendum, on the other hand, the provisions contained in this Addendum shall govern and control the rights and obligations of the parties.
- 13. Severability.** If any part of this Addendum is for any reason held to be unenforceable, the rest of it remains fully enforceable.
- 14. Limit of Owner's Liability.** If Owner, in its sole opinion, believes that repairs are needed that may pose a potential threat to your health and/or property. Owner may elect to terminate your right to occupy with at least five (5) days written notice without any liability to you for such cancellation. Should it be determined by a court that Owner is liable, Owner's liability of personal property is limited to the actual case value. You agree that depending on the repairs needed, Owner shall have the sole right to cancel your right to possession without any compensation paid to you because of such early termination of your right to possession.

COMPLIANCE. Complying with this Addendum will help prevent mold growth in your Exclusive Space and Unit Common Area, and both you and Owner will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this Addendum, please contact the management office. If you fail to comply with this Addendum, you can be held responsible for property damage to the Exclusive Space and Unit Common Area and any health problems that may result.

H. NO-SMOKING ADDENDUM

This No-Smoking and Illegal Drugs Zero Tolerance Addendum (collectively, this "Addendum") is made and entered by and between Resident and Owner identified on the Resident Lease Agreement (the "Lease"). In the event of any conflict between the terms of the Lease and this Addendum, the terms of this Addendum shall govern and control. The defined terms in this Addendum shall be deemed to have the same meaning as the defined terms in the Lease.

- 1. Smoking Anywhere Inside Buildings of the Apartment Community is Strictly Prohibited.** Except as permitted under Section 2 of this Addendum, all forms of smoking inside or outside any apartment, building, balcony, or interior of any portion of the apartment community is strictly prohibited. Any violation of the no-smoking policy is a material and substantial violation of this Addendum and the Lease. The smoking prohibition extends to all residents, their occupants, guests, invitees and all other who are present on or in any portion of the apartment community. The no-smoking policy and rules extend to, but are not limited to the management and leasing offices, building interiors and hallways, building common areas, balconies, club house, independent apartment units, exercise or spa facility, tennis courts, all interior areas of the apartment community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the apartment community or the surrounding community grounds. Smoking is harmful to the health, safety, and welfare of other residents is also prohibited by this Addendum and other provisions of the Lease inside any apartment or building.
- 2. Smoking Outside Buildings of the Apartment Community.** Smoking is permitted only in specially designated areas, if any, outside the buildings of the apartment community. The smoking permissible areas, if any, are marked by signage. Smoking on balconies, if any, patios, and limited common areas attached to or outside of your apartment is also prohibited.
- 3. Your Responsibility for Damages and Cleaning.** You are responsible for immediate payment of all costs and damages as determined by Owner at its sole judgment to your apartment, other residents' apartments, or any other portion of the apartment community including but not limited to repair, replacement, cleaning or lost rent due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this Addendum. Any costs or damages we incur related to repairs, replacement, cleaning or lost rent due to your smoking or due to your violation of the non-smoking provisions of the Lease are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of tobacco smoke which permeates sheetrock, carpeting, wood, insulation, or other components of the apartment or building is in excess of normal wear and tear in our smoke-free apartment community. Payment of such damage(s) does not cure any default.
- 4. Your Responsibility for Loss of Rental Income and Economic Damages Regarding Other Residents.** You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their apartments, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare. Such loss rental includes, but is not limited to, the loss of rental income from another resident(s) over a violation of this Addendum.
- 5. ZERO TOLERANCE OF MARIJUANA.** Resident (or Resident's guest/visitor) may not at any time possess nor use marijuana or marijuana paraphernalia in or around the apartment community. This is strictly prohibited. If the Owner detects the presence of marijuana or marijuana paraphernalia in a Resident's unit regardless of origination or ownership, such violation is grounds for immediate termination of tenancy. The smell of marijuana in the unit is also strictly prohibited regardless of the origination of said odor.
- 6. Zero Tolerance Drug Activity.** Neither the Resident nor Resident's guests may possess, manufacture, or distribute a controlled substance or a counterfeit substance. Drug-related criminal activity includes, but is not limited to the manufacturing, distribution, sale, possession, storage, possession with intent to manufacture, or dispensing of a controlled substance or a counterfeit substance, INCLUDING BUT NOT LIMITED TO MARIJUANA. Drug-related criminal activity may also include the attempt to manufacture, distribute, or possess a controlled substance or counterfeit substance, INCLUDING BUT NOT LIMITED TO MARIJUANA. Drug-related criminal activity may also include the possession or storage of materials known as "precursors," that is, materials used to manufacture or used in the attempt to manufacture controlled substances.
- 7. Lease Termination for Violation of the Addendum.** We have the right to terminate your right of occupancy of the apartment unit for any violation of this Addendum. Violation of the no-smoking provisions is a material and substantial default or violation of the Lease. Despite the termination of the Lease or your occupancy, you remain fully liable for rent through the end of the Lease term or the date on which the apartment is re-rented to a new resident, whichever comes first. You are responsible for payment of rent after you vacate the apartment unit even though you are no longer living in the apartment. If the apartment unit is re-rented to a new resident, you remain fully liable for any short fall in rent between your rent amount and the amount paid by the new resident.
- 8. Extent of Your Liability for Losses Due to Smoking.** Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this Addendum are in addition to and not in lieu of, your responsibility for any other damages or loss under the Lease or any other Addendum.

9. **Your Responsibility for Conduct of Occupants, Family Members, and Guests.** You are responsible for communicating this community's no-smoking policy and for ensuring compliance with this Addendum by your guests, and invitees.
10. **There Is No Warranty of a Smoke Free Environment.** Although we prohibit smoking in all interior parts of the apartment community, there is no warranty or guarantee of any kind that your apartment or the apartment community is smoke free. Smoking in certain limited outside areas is allowed as provided above. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are obligated to investigate and act, and you must thereafter cooperate with us in prosecution of such violations.
11. **ANY VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this Addendum shall be deemed a serious violation and material non-compliance with the Lease.

SAMPLE

I. RESIDENT'S PHOTOGRAPH WAIVER AND RELEASE

I hereby authorize the Owner, and its management and their employees, unlimited and irrevocable right to use and reproduce any and all photographs, video clips and/or audio clips of the lease holder/s or any occupants on the lease contract signed by myself and any other lease holder/s. Photographs, video clips and/or audio clips may be taken at a program, event or activity hosted or sponsored by the Owner. I hereby waive the right to inspect or approve the finished version of such images, including any written copy that may be created in connection therewith.

I understand that publications may be accomplished electronically via the Internet/World Wide Web and that after publication, Owner will be unable to prevent persons from gaining access to the Internet/World Wide Web, copying my photographs and video, and subsequently using, altering, or republishing it without my consent. I waive any claim for damages against Owner, its management, their employees or assigns, from the unauthorized use, alteration, or republication of my photographs and video by third parties accessing the Internet/World Wide Web or obtaining copies of the print or video material.

SAMPLE

J. BALCONY USAGE ADDENDUM

This Balcony Usage Addendum ("Addendum") is executed by both the Resident and Owner and is hereby incorporated and added as part of the Lease.

Improper usage of a balcony could result in death and/or serious personal injury. The safety of our residents is important to Owner. The Owner encourages good judgment and attention to common sense.

Important Balcony Safety Warnings and Guidelines

To reduce the risk of collapse, fire hazards, and other safety concerns, Resident(s) and their guest(s) shall fully comply with the following:

1. Resident(s) should always exercise control over balcony usage. Never overload the balcony with excessive weight. Always limit the number of people and personal items. Careful consideration should be made of the amount of weight on the balcony at any one time. A balcony should only be used by a few individuals at a time factoring in the weight of outdoor furniture, plants or other items already on the balcony. If you have guests in your Apartment, you are responsible to exercise caution and limit the number of guests and invitees on your balcony. To avoid the possibility of overload, you should consider not using your balcony if you expect numerous guests or invitees.
2. An apartment balcony is only designed for light residential traffic - a few people.
3. Never sit or lean against or over the rails (this includes Juliette Balcony rails).
4. Never use a balcony for storage.
5. Never hang anything from the balcony rails.
6. Use caution when watering plants so that excessive water does not leak onto other nearby balconies.
7. Use caution so that nothing has the potential to fall from your balcony. Factor in the possibility of a sudden wind event when keeping personal items on the balcony.
8. Do not use combustible fertilizers or potting materials. Only use natural dirt.
9. Patios and balconies are to be kept in clean and neat condition at all times. No trash containers are allowed to be kept or stored on any patios/balconies at any time.
10. No bikes and/or motorcycles or any other motorized vehicle are allowed to be kept on any patios or balconies at any time.
11. Satellite dishes and/or antennas can only be erected with the written consent of Landlord in compliance with the Community Rules and Regulations.
12. Resident(s) shall be responsible for the conduct as well as all costs, damages, and claims associated with such improper use of the balcony by the Resident(s) or their guest(s).
13. If you see improper use of a balcony or other concern, immediately report it to the leasing office.
14. The following rules apply to grills, portable fire pits and patio campfires:
 - No grills (whether charcoal, gas, or other type) are allowed on any balcony or patio.
 - Cooking is not permitted on any balcony.
 - Portable fire pits, patio campfires, fire pit kettles, or other such products are not allowed.

The terms of this Addendum are effective as of the date of the Lease and are agreed to and accepted by Resident.

K. WATER AND ENERGY CONSERVATION INFORMATION AND INCENTIVE PLAN

This Water and Energy Conservation information and Incentive Plan Addendum (collectively, this "Addendum") is made and entered by and between Resident and Owner identified on the Resident Lease Agreement (the "Lease"), for the unit at «property_name».

The Incentive Plan, Water Usage Fee, and Usage Reports outlined below are required by the property's Water and Energy Conservation Information and Incentive Agreement with the City of Davis and is subject to annual review by the City of Davis' Director of Community Development and Sustainability.

- 1. Incentive Plan Goal.** The Water and Energy Usage Incentive Plan aims to reduce water and electrical usage by incentivizing residents of «property_name» to think conservatively.
- 2. Incentive Plan.** In order to incentivize residents of «property_name» to think conservatively in their water and electrical usage, the management team will offer a \$50 gift card to the residents in each specific unit type (studio, one-bedroom, two-bedroom, four-bedroom, and five-bedroom) with the lowest usage for both water and energy for the preceding billing cycle. No unit can receive a gift card for more than two (2) consecutive months.

The Incentive Plan will go into effect once the property has reached 90% occupied and usage will be determined by billing cycle reports from our utility billing partner, Conservice. For more information on how usage is calculated, please reference the State of California Utility Submetering Addendum in the Lease packet.

- 3. Excessive Water Usage Fee.** As part of the Water and Energy Conservation Information and Incentive Agreement with the City of Davis, «property_name» is required to charge an **Excessive Water Usage Fee** on units with, "excessive monthly usage above a baseline amount." For the current Lease Term, this baseline amount has been defined as 55 gallons of water per person per day in a given monthly billing cycle during the Lease Term.

If any unit averages more than 55 gallons of water usage per person per day in a billing cycle, each Resident in the unit is subject to an added Water Usage Fee of \$20.00.

This Water Usage Fee will be billed to the Resident(s)' ledger along with the submetered utility bills.

- 4. Water and Energy Usage Reports.** Residents will receive a report outlining their water and energy usage relative to other residents of «property_name».

L. PANDEMIC COMMUNITY RULES RELATED TO USAGE OF AMENITIES AND COMMON AREAS ACKNOWLEDGEMENT

This Pandemic Community Rules Related to Usage of Amenities and Common Areas Acknowledgement (collectively, this "Acknowledgement") is made and entered by and between «responsible_applicant_names» (Resident, also sometimes referred to as "you" or "your") and «property_name» (Owner) identified in the Lease Contract (the "Lease"). In the event of any conflict between the terms of the Lease or any other community policies, and this Acknowledgement, the terms of this Acknowledgement shall govern and control. The defined terms in this Acknowledgement shall be deemed to have the same meaning as the defined terms in the Lease.

The information provided below was developed in response to the COVID-19 pandemic in 2020, including cleaning, disinfecting, hygiene and social distancing best practices and protocols. If another pandemic is encountered, these community rules may apply to that specific pandemic in replacement of "COVID-19" within these policies.

1. **Pandemic response.** Given the seriousness of the situation, we ask and expect full cooperation from our Residents who come to utilize the reopened amenities and common areas in response to a pandemic.

2. **Amenities and common areas usage.** We encourage Residents to refrain from using amenities and common areas if they are concerned about their personal health. You should factor in:

- Personal medical status.
- Advice from your medical professional.
- Updated information from local, state, and federal officials.

3. **Resident shall not use of the amenities and common areas if:**

- Resident, or anyone in Resident's family, has tested positive for COVID-19, remains positive for COVID-19, or suspects that they are positive for COVID-19.
- Resident, or anyone in Resident's family, has recently been in contact with a person that has tested positive for COVID-19.
- Resident, or anyone in Resident's family, has recently been in contact with a person that is in the process of being tested positive for COVID-19.
- Resident, or anyone in Resident's family, has had (in the past 24 hours) a fever of 100° F or higher, sore throat, body aches, diarrhea, trouble breathing, coughing, loss of smell or taste or other flu like symptoms.

4. **Resident must comply with the following when using any amenities or common area:**

- Resident has self-screened before utilizing any amenity 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° F, or known close contact with a person who is lab-confirmed to have COVID-19.
- Residents are strongly encouraged to wear a face covering (covering both nose and mouth) when they are within six (6) feet of another resident or property employees.
- Property reserves right to require face covering for specific areas of the property if needed.
- Maintain a minimum distance of six (6) feet away from others at all times, except members of the same apartment.
- Do not use equipment or furniture that are within 6 feet of another resident.
- Clean/sanitize equipment, machines, furniture, and any other high touch areas before and after use.
- No guests or visitors are permitted (except in Resident's individual apartment) until property notifies entire property when visitors are ok.
- Do not gather in groups while entering, leaving, or using amenities or common areas.
- Comply with all posted signs and published rules relating to specific common area or amenities, including occupancy limits and protective measures.
- Utilize reservation system for amenities (when applicable) and respect any time limits that apply for usage of amenities or common areas.
- Leave all furniture where it has been placed; do not move furniture.
- Limit elevator occupancy to no more than two (2) persons unless otherwise instructed by authorized signage.
- Video recordings and photographs while in amenities or common areas are discouraged.

5. **Personal recommendations:**

- Refrain from making direct skin contact with doorknobs, buttons, or exercise equipment by using gloves, a clean towel or other item.
- Wash hands frequently with soap and water for at least 20 seconds especially after Resident has been in a public place, or after blowing nose, coughing, or sneezing.
- If soap and water are not readily available, Resident should use hand sanitizer that contains at least 60% alcohol. Resident should cover all surfaces of Resident's hands and rub them together until they feel dry.
- Avoid touching your eyes, nose, and mouth with unwashed hands.
- Stay in your apartment if feeling unwell and seek medical help (this is not intended to prevent you from seeking help for emergencies).
- Avoid close contact with people who are sick, even inside your apartment.
- Frequently wipe commonly touched surfaces with soap and water or disinfectant.
- In the abundance of caution, treat areas with the assumption there are COVID-19 positive residents in the apartment community.
- Follow health and safety guidance from state/local/national officials and public health authorities.

6. Additional resources can be found online at:

- World Health Organization – www.who.int/en
- Centers for Disease Control and Prevention – www.coronavirus.gov
- Local and State Department of Health Services online resources
- National, State, or Local Reopening guidance

7. Zero tolerance of failure to comply with rules related to usage of amenities and common areas. Resident shall comply with the rules related to usage of amenities and common areas in or around the apartment community. Violation is strictly prohibited. Any violation is grounds for immediate termination of tenancy.

8. Resident liability for losses due to COVID-19. In the event of your failure to comply with these terms of this Acknowledgement, you are responsible for damages, cleaning, loss of rental income, and loss of other economic damages under this Acknowledgement are in addition to and not in lieu of, your responsibility for any other damages or loss under the Lease or any other Addendum.

9. Resident responsibility for conduct of third parties – guests, occupants, and family members. Once property is open to visitors, you are responsible for communicating these rules related to usage of amenities and common areas and zero tolerance for failure to comply with rules related to usage of amenities and common areas and for ensuring full compliance with this Acknowledgement by your visitors, family, guests, and invitees regardless of their length of stay.

10. There is no Warranty of a COVID-19 free environment. Although we enacted rules related to usage of amenities and common areas in all interior parts of the apartment community, there is no warranty or guarantee of any kind that your apartment or the apartment community is COVID-19 free. We make no representations on the level of cleanliness of the amenities and common areas. We disclaim any implied warranties regarding the level of cleanliness as permitted by law.

11. Any violation of the above provisions shall be a material violation of the Lease and cause for termination of tenancy. A single violation of any of the provisions in this Acknowledgement shall be deemed a material default under the Lease. Owner has the right to terminate your right of occupancy of the apartment unit for any violation of this Acknowledgement. Violation of the rules related to usage of amenities and common areas is a material and substantial default or violation of the Lease. Despite the termination of the Lease or your occupancy, you remain fully liable for rent through the end of the Lease term or the date on which the apartment is re-rented to a new resident, whichever comes first. You are responsible for payment of rent after you vacate the apartment unit even though you are no longer living in the apartment. If the apartment unit is re-rented to a new resident, you remain fully liable for any short fall in rent between your rent amount and the amount paid by the new resident.

12. Assumption of risk. Resident fully understands and expressly acknowledges that, due to COVID-19, the amenities and common areas of the apartment community are dangerous environments with risks and dangers of serious bodily injury, including permanent disability, illness, and death; these risks and dangers may be caused by Resident's own actions or inactions and/or the actions and inactions of others. **RESIDENT EXPRESSLY AND SPECIFICALLY ASSUMES THE FOREGOING RISK OF ANY PERSONAL PROPERTY DAMAGE, PERSONAL INJURY AND/OR HARM IN THESE ACTIVITIES.**

13. Release and waiver. Resident hereby releases, discharges, and covenants not to sue the Apartment Community, «property_name» their affiliates, parents, shareholders, owners, partners, officers, directors, agents, employees, managers, representatives, heirs, attorneys, successors and assigns, and all related parties, whether named herein or not (collectively, the "Released Party") from any and all liability, claims, demands, any and all damages, losses, lost wages, injury, responsibility, future medical expenses, future lost wages, or causes of action of any nature whatsoever,

whether in contract, in tort or by statute, whether known or unknown, fixed or contingent, that Resident may have against any Released Party, relating to, arising out of, or in any way connected with COVID-19 and the usage of the common areas and amenities of the apartment community.

This is an important and binding legal document. By signing this Acknowledgement, you are acknowledging that any violation could lead to immediate termination of your rights of possession. You should carefully consider whether you will be able to abide by the terms of this Acknowledgement.

**PARTIES' EXECUTION
APARTMENT AND COMMUNITY GUIDELINES AGREEMENT AND ADDENDA TO LEASE:**

RESIDENT: _____

OWNER: _____

Date: _____

Date: _____

SAMPLE