

BUCHANAN RULES

GENERAL RULES

1. Do not store items in the common areas.
2. Keep your balcony and patio clean at all times. Do not store, hang or drape any rugs, laundry, clothing or other items on railings or other portions of any balcony or patio. Use of any type of grill or other cooking or heating device on patios and balconies is strictly prohibited. You will only use and keep on your balcony or patio furniture intended for outdoor use.
3. Do not disturb others with loud noises (for example, by the operation of radios, televisions, or musical instruments) at any time.
4. All door-to-door commercial solicitation is prohibited. Do not place materials on or under front doors unless we grant express written permission.
5. Place all litter and trash in an appropriate trash receptacle. Do not place litter or debris on any portion of the common areas.
6. The Apartment Community's common areas and amenities are solely for the use of residents of the Apartment Community and their invited guests.
7. Do not remove or alter the window coverings that we provide in the Premises. Do not install any window coverings that are visible outside of the Premises without our consent in accordance with Paragraph 12.4. Items may not be displayed in the windows of the Premises nor attached to the exterior portion of any building in the Apartment Community.
8. The maximum number of persons that may occupy the Premises is determined by the following formula: maximum number of occupants = (number of bedrooms x 2) + 1.
9. Do not conduct yard sales within the Apartment Community.
10. If you cause the building's fire alarm to go off or the building's fire suppression system to activate without just cause, you will reimburse us for all costs associated with resetting the fire alarm and related building systems, and any resulting damage caused by the fire suppression systems, and the amount of the reimbursement will be Additional Rent.
11. Passageways, sidewalks, steps, entrance halls, walkways and stairs may be used for ingress and egress only. Do not obstruct them for any other purpose.
12. Dispose of all trash at least once a week in appropriate receptacles. Do not place trash outside the Premises door, in the hallway, or on any deck or balcony.
13. Do not create any holes inside or outside of the Premises except for a reasonable number of small nail holes for picture hanging in sheetrock walls and grooves of wood-paneled walls.
14. Water furniture is not permitted in the Premises.
15. You expressly waive any duty we might have to inspect and repair the smoke detector on the Premises unless you give us written notification of a malfunction or make a written request to repair or inspect the smoke detector. You will not disconnect or intentionally damage the smoke detector. We will furnish batteries for the smoke detector. You, at your sole cost and expense, are responsible for replacement of all batteries (at the same voltage) for the remainder of the Lease Term. If you remove the smoke detector battery, you will immediately replace the battery with a working battery.

16. Do not alter or remove any of our property, including, for example, alarm systems, smoke detectors, fire sprinklers or other fire suppression systems, furniture, telephone and cable TV wiring, screens, locks, and security devices.
17. For your convenience, you authorize us to accept at the Apartment Community's management office mail, parcels and other deliveries for you and your Occupants and Guests. You agree that you are responsible for mail, parcels and other deliveries for you and your Occupants and Guests. You will pick up any mail, parcels and other deliveries for you and your Occupants and Guests within three days after they are delivered. If you do not pick them up, we may return them to sender. We are not obligated to accept any mail, parcels or other deliveries that are C.O.D., that contain hazardous materials or perishables, or that, either individually or when stacked together, are large than 3 feet in any dimension. You release us for any loss or damage to or relating to any mail, parcels and other deliveries that we accept on behalf of you or your Occupants or Guests or that we do not accept.

MOISTURE AND MOLD

1. We make no representations about the presence of mold in the Premises or in or around the Apartment Community.
2. You will maintain the Premises in a manner that prevents the growth of mold or mildew. For example, you will: (1) visually inspect the Premises for mold and signs of water damage once each month; (2) use reasonable efforts to prevent rain or outdoor water from entering the Premises; (3) reduce indoor humidity by increasing fresh air ventilation and warming cold surfaces where condensation occurs, using bathroom fans and opening exterior windows while showering or bathing and using exhaust fans while cooking; (4) clean and dry wet interior surfaces and personal property; and (5) avoid bringing personal property that contains mold into the Premises. You will immediately notify us of any mold or signs of water damage, any water intrusion (such as plumbing leaks, drips, or sweating pipes), and any fan or window that is not working properly. We are not responsible for any damage or loss due to mold or water damage resulting from your acts or omissions or your failure to comply with the Rules.
3. If we believe that the Premises may contain mold, we may investigate and, if mold is found, we may remediate the mold. You will cooperate with the investigation and remediation, and you will vacate the Premises if we determine that vacating the Premises is reasonably necessary. If you must vacate the Premises, we will provide you with a substitute premises of similar size; if, however, the mold developed as a result of your negligence, we will not provide you with a substitute premises and you will be responsible for the resulting damage.

PETS

1. No pets may be kept in the Premises unless you receive our express written consent. We will not withhold our consent if you are a disabled person, your pet is a service animal, and you provide us with a written statement from a qualified professional verifying the need for the service animal. If we give our written consent for you to keep a pet in the Premises, the following rules apply:
 - 1.1 You will pay pet rent to us in the amount of \$50.00 per month per pet as Additional Rent. No pet rent will be due if we consent to your service animal living at the Premises.
 - 1.2 The pet will be an ordinary house pet. Ordinary house pets include cats. All ordinary house pets are permitted, subject to these guidelines. Restricted breeds include aggressive breeds such as Pit Bulls, Dobermans or Rottweilers or any variation. Unusual house pets are not permitted and include without limitation, those animals not generally maintained as pets, such as large reptiles, anthropoids, felines other than cats, canines other than dogs, rodents,

mammals, birds, and other creatures other than those listed above, or not maintained in a terrarium or aquarium.

- 1.3 The maximum number of pets allowed to live in the Premises is two.
- 1.4 The maximum weight of a pet N/A.
- 1.5 Do not permit the pet to be a nuisance to us, to the Apartment Community, or to any other residents in the Apartment Community or their guests.
- 1.6 Do not leave pets unattended anywhere in the Apartment Community outside of the Premises.
- 1.7 Keep pets leashed, on a leash not to exceed six feet in length, or carry them when they are outside of the Premises and in the Apartment Community. Do not leash pets to any stationary object in the Apartment Community.
- 1.8 Curb pets in areas away from buildings, walkways, patio areas, picnic and play areas, amenities areas, and any other areas defined in the Community Rules. Immediately remove and properly dispose of all pet waste in the Premises or the Apartment Community. Dispose of cat litter and other similar materials in the manner specified in the Community Rules.
- 1.9 Pets must be properly licensed in accordance with local law.
- 1.10 Pets are not allowed in pool areas or areas adjacent to pools.
- 1.11 Commercial breeding of pets is not allowed in the Apartment Community.
- 1.12 Do not maintain a fish tank with a capacity of over 30 gallons without our approval.
2. In addition to our other remedies under this Lease, we may charge you \$100.00 for each pet kept in the Premises without our written consent and \$25.00 per day (not to exceed \$100 in the aggregate per violation) for each violation of the pet rules, and these charges will be Additional Rent. If we determine that a pet kept in the Premises with our written consent is disturbing other residents or damaging property in the Apartment Community, we may direct you by written notice to permanently remove the pet from the Apartment Community. Upon demand, you will permanently remove from the Apartment Community a pet kept in the Premises without our written consent.
3. You are responsible for any property damage, personal injury or disturbances to others caused by any pet you keep in the Premises. Any damage caused by any pet kept in the Premises will not be deemed ordinary wear and tear and will be charged to you as Additional Rent.
4. Upon vacating the Premises, we may inspect the Premises. Any damage attributable to your pet will be charged to you.
5. Cruelty to pets is not allowed in the Apartment Community.

KEYS

1. We will provide you with (a) one key to the Premises for each Resident and Occupant plus one additional key to the Premises; (b) one mailbox key; (c) if applicable, one key for Apartment Community amenities; and (d) if applicable, an access card or key fob access device for access to and within the Apartment Community, a remote garage door opener, or other access devices ("Access Device"). Neither you nor any Occupant or Guest will duplicate or cause to be duplicated any keys or Access Devices. You will not add any additional locks or change any existing locks on any doors or windows.

2. You will immediately notify us in writing if an Access Device or key issued to you or an Occupant is lost. In our sole discretion we may re-key the lock at the Premises if a key to the Premises is lost. If we do not re-key the lock at the Premises, you may make a written request to us that the lock be re-keyed. You will pay us a charge of \$75.00 for the costs of re-keying the lock in either case, and such charge will be Additional Rent.
3. If you are unable to enter the Premises because you have lost a key to the Premises, you may contact our authorized employee at the Apartment Community during the employee's working hours in order to gain entry to the Premises. The employee may, but will have no obligation to, assist you in gaining entry to the Premises during the employee's working hours at the Apartment Community if the employee has authority to permit entry to the Premises and if you present a reasonable form of identification to the employee.
4. You grant us permission to release an Access Device or key to the Occupants listed on the Declarations Page upon request. You will notify Apartment Community management in writing if any person listed on the Declarations Page no longer has your permission to obtain an Access Device or key to the Premises.
5. You will return all Access Devices and keys issued to you and any Occupants by the date you vacate the Premises.
6. We will charge you \$50.00 for each additional Access Device we provide to you or any Occupant when requested, whether it is an additional or a replacement Access Device, and \$50.00 for each Access Device you do not return to us when you vacate the Premises. Both Access Device charges will be considered Additional Rent.

SATELLITE DISHES

1. Pursuant to the Telecommunications Act of 1996, you may install a satellite dish and/or antenna (each, an "Antenna") at the Premises, so long as you comply with the rules set forth below.
2. Before you install any Antenna, you will present us with, and will obtain our written approval of (1) plans and specifications for the installation of the Antenna, (2) a certificate of your renter's insurance policy, and (3) certificates of the insurance maintained by your contractors and sub-contractors. We will not unreasonably withhold our approval.
3. You agree to obtain and provide proof to us of a renter's insurance policy, which lists us as additional insured, that covers damage and/or injuries resulting from the installation and/or operation of the satellite dish. You will cause your contractors and sub-contractors to carry workmen's compensation, general liability, personal and property damage insurance.
4. You are responsible for causing your Antenna to be installed in a good and workmanlike manner and you will pay when due all costs and expenses relating to its installation, maintenance, repair and use.
5. You will not: (1) install any satellite dish that is greater than one meter in diameter; (2) install any Antenna in a manner in which it extends out or protrudes from your area of exclusive use and control; (3) drill any holes in outside walls, roofs, windows or in balcony railings or create any damage to the Premises or Apartment Community beyond ordinary wear and tear; (4) install or operate any Antenna in any location or manner that creates a safety hazard; and (5) install or operate any Antenna in a manner that violates any building code, housing code, any applicable law, or the instructions provided by the manufacturer of the Antenna, or that affects the certificate of occupancy for the Apartment Community or the Premises. The satellite dish must be free-standing.

6. You will discharge, at your sole cost and expense, any mechanics' or other lien filed against the Premises or Apartment Community and relating to your Antenna within 10 days after the lien is filed.
7. Before the Lease End Date, you, at your sole cost and expense, will remove your Antenna and repair and restore the Premises to its condition before installation of the Antenna and repair any damage to the Premises or Apartment Community due to such removal.

PARKING AND VEHICLES

1. All vehicles permitted to park in the Apartment Community must be parked in a designated parking space. All vehicles must fit and be parked inside the defined area of the designated parking space.
2. The following vehicles are prohibited in the Apartment Community and may be towed without notice and at your sole cost and expense: (1) boats; (2) trailers; (3) recreational vehicles; (4) a commercial vehicle or other vehicle not intended for personal use; (5) a vehicle with a flat tire or that is otherwise inoperable; (6) a vehicle leaking an unreasonable amount of fluids; (7) a vehicle which cannot be lawfully operated on public streets for any reason, including an expired license or inspection sticker; (8) a vehicle occupying more than one parking space; (9) any vehicle owned by you or your Occupant if you have abandoned or surrendered the Premises; (10) a vehicle illegally parked in a handicap parking space, or parked in a parking space designated for use by others, or parked anywhere in the Apartment Community that is not designated as a parking space; (11) a vehicle parked in a fire lane or that is parked in a manner that blocks others from using their parking spaces; and (12) a vehicle that is blocking any garage doors or entrances to car ports.
3. You will not wash, maintain or repair vehicles in the Apartment Community.
4. All vehicles will be kept in proper operating condition so as not to be a hazard or a nuisance by reason of noise, exhaust emission, appearance or otherwise.

STORAGE

If you have been assigned a storage unit as part of this Lease, the following rules apply:

1. You will only use the storage unit for the storage of trunks, suitcases, tires, and other personal effects, provided that the storage of these items does not create or cause to create a fire or other type of hazard resulting in danger to the health, safety or well-being of anyone in the Apartment Community.
2. Neither us nor our property management company are responsible for the loss, destruction, theft of or damages to any stored property, unless caused by or resulting from the gross negligence of us or our property management company.
3. If we provide a lock for the storage unit, you may not install any additional locks to the storage unit without our written consent. If we do not provide a lock for the storage unit, you are responsible for providing a lock and you must provide us with a key to your lock. If you install any additional locks without our written consent or if you fail to provide us with a key to your lock, you will be liable for any damages to the storage unit or any portion of the Apartment Community resulting from our inability to gain access to the storage unit. You will also be responsible for the costs of opening or removing your lock, and any costs of related repairs or lock replacement.

ASBESTOS CONTAINING MATERIAL

1. Environmental professionals have surveyed the Apartment Community and determined that asbestos containing construction materials (ACM) are present in various locations in the buildings within the Apartment Community.

It is not unusual for ACM to be present in commercial and residential buildings or private homes. ACM was used in the construction of many buildings built through the early 1980s, as this practice was standard in the building trade. Asbestos is the commercial name for naturally-occurring fibrous minerals which was used in building materials mainly as fire-proofing, reinforcing, and insulating agents. Typical ACM applications include wrapped heating system insulation, structural fire proofing, acoustical ceiling tiles, vinyl-tile flooring and its adhesives, joint compound used in the construction of drywall, and roofing mastic.

Extensive governmental regulation of asbestos now exists, but no federal or state laws require the wholesale removal of asbestos from an occupied building. In fact, the EPA has concluded that “the presence of asbestos in a building does not mean that the health of building occupants is jeopardized if areas containing Asbestos Containing Materials (ACM) is not disturbed, exposure will be negligible.” (*Guidance for Controlling Asbestos-Containing Materials in Buildings* [EPA 560/5-85-024 June 1985]) According to the experts, the health risks associated with asbestos arise only when asbestos fibers are released and become airborne due to material aging, deterioration, damage, or construction/demolition work (i.e., drilling, boring, or otherwise impacting ACM). These health risks are generally associated with long-term exposures, and include: asbestosis, mesothelioma, and lung disease.

It is our practice to check the condition of known ACM in buildings within the Apartment Community, and to conduct thorough studies before embarking on construction or maintenance activities in any area we are not certain is asbestos-free. Whenever we conduct construction and maintenance activities in areas known to contain asbestos, adequate safeguards will be taken when contact or disturbance of ACM is anticipated. Readily visible warning/caution signs will be posted to inform you to stay out of these areas until monitored air concentrations meet or exceed accepted standards.

2. You also bear some responsibility for assuring that ACM is not disturbed. Do not drill holes, hang plants or other objects from walls and ceilings, or engage in other activities which might disturb ACM. Contact the Apartment Community’s management office to request such services in order that trained personnel can perform the work with proper safeguards. If you observe substances that you believe might be damaged ACM, inform the Apartment Community’s management office immediately.

If you have further concerns or questions regarding ACM present in the Apartment Community, please contact management office. You may review existing asbestos reports or related testing results by contacting the Apartment Community’s management office.