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APARTMENT LEASE

**NOTICE: MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS LEASE IS REQUIRED TO COMPLY WITH THE TRUTH IN RENTING ACT. IF YOU HAVE A QUESTION ABOUT THE INTERPRETATION OR LEGALITY OF A PROVISION OF THIS LEASE, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.**

THE PARTIES TO THIS APARTMENT LEASE are Landlord, acting by and through Landlord's Representative, and Resident. All capitalized terms are defined in the Definition Annex unless otherwise defined in this Lease.

**1. LEASE OF APARTMENT HOME.**

A. Use. Landlord leases to Resident the Apartment Home. Resident may use the Apartment Home only as a private residence and not for any business or commercial use (including child care); however, Resident may maintain a home office in connection with a full-time off-premises business office (including telecommuting) as long as the home office use does not involve visitors, patrons or other persons coming to the Apartment Home or the sale of goods or services from or to the Apartment Home.

B. Additional Live-In Residents. Only the Resident and Additional Live-In Residents identified in the Definition Annex may occupy the Apartment Home. Resident may have a guest for no more than 7 nights in any month, unless Landlord approves a longer period. Resident must obtain the prior written consent of Landlord to change Residents or add Additional Live-In Residents.

**2. LEASE TERM.**

A. Initial Term. The lease of the Apartment Home is for the Lease Term. Landlord may unilaterally terminate this Lease if Resident has not paid and delivered to the Landlord, all required prepaid rents, deposits and signed this Lease and all addendums and forms applicable to the Lease prior to the Lease and Possession Start Date.

B. Renewal.

(i) If Resident wants to vacate the Apartment Home on the Lease End Date and terminate the Lease without further liability to Landlord for Rent, Resident must give written notice to Landlord at least 60 days before the Lease End Date of Resident's intent to vacate the Apartment Home (the "**Termination Notice**"). If Resident has not timely given the Termination Notice to Landlord, then Resident shall be a month-to-month tenant from the scheduled Lease End Date on the terms and conditions in this Lease, except that (a) if the Lease End Date is not the last day of the month, then the Rent due for the month in which the Lease End Date occurs shall be the then current monthly Rent prorated from the first day of the month through the Lease End Date plus the Month-to-Month Rent prorated from the Lease End Date through the end of the month, (b) monthly Rent shall be equal to Month-to-Month Rent beginning on the first day of the first full month after the Lease End Date and thereafter, and (c) either Landlord or Resident may terminate the month-to-month tenancy and this Lease upon providing written notice at least 30 days before the termination. Landlord shall give written notice to Resident of the Month-to-Month Rent amount before the Month-to-Month Rent amount is due.

(ii) Resident and Landlord may renew this Lease and extend the Lease Term by executing a renewal addendum (the "**Renewal Addendum**"). If executed by Resident and approved by Landlord, the Renewal Addendum shall have the same force and effect as the execution of a new lease and shall incorporate all of the terms of this Lease except as specifically changed in the Renewal Addendum.

(iii) Prior to the Lease End Date, Landlord may, but shall not be obligated to, send Resident a notice (the "**Renewal Option Notice**"). The Renewal Option Notice shall remind Resident of the requirements regarding the Termination Notice and the month-to-month tenancy provisions. The Renewal Option Notice also shall notify Resident that, if Resident desires to renew the Lease for a renewal term as stated in the Renewal Option Notice (the "**Renewal Term**"), Resident may so renew by (a) signing and marking the renewal option on a renewal form (the "**Renewal Form**") that shall accompany the Renewal Option Notice, and (b) returning the signed and completed Renewal Form to Landlord no later than the date stated in the Renewal Form. The Renewal Option Notice also shall inform Resident of the amount of Rent for the Renewal Term (the "**Renewal Rent**") and any changes to the terms of the Lease that apply to the Renewal Term. If Resident does not provide the Termination Notice, but signs and returns the Renewal Form (marked as a renewal) to, or enters into the Renewal Addendum with, Landlord, then Resident shall be a tenant through the Renewal Term on the same terms of this Lease except as specifically changed in the Renewal Option Notice and/or the Renewal Addendum. If the start date for the Renewal Term is not the first day of the month, then the Rent due for the month in which the start date for the Renewal Term occurs shall be the then current monthly Rent prorated from the first day of the month through the Lease End Date plus the Renewal Rent prorated from the start date of the Renewal Term through the end of the Month, and the Rent thereafter shall be the Renewal Rent commencing on the first day of the first full month of the Renewal Term and thereafter. Landlord may repeat this renewal procedure before each Renewal Term expires, and Resident may accept renewal in the same manner. If Resident does not provide the Termination Notice, and does not sign and return the Renewal Form (marked as a renewal) to Landlord, Resident shall be a month-to-month tenant under this Lease.

C. Delaying Possession. If Landlord is unable to deliver possession of the Apartment Home to Resident on the Lease Start Date for any reason, Landlord shall not be in default under this Lease or liable to Resident for such delay and this Lease shall remain in force subject to the following:

(i) Rent shall abate on a daily basis during the delay, and

(ii) if the delay in possession extends for more than 5 days, Resident may terminate this Lease by giving written notice to Landlord no later than the 10th day after the Lease Start Date.

If Resident terminates the Lease, Resident shall be entitled only to a refund of the Deposit and any pre-paid Rent and this Lease shall be null and void. Resident shall not have the right to abate Rent or terminate this Lease because of cleaning or repair delays which do not prevent occupancy by Resident. If Resident accepts possession of the Apartment Home, Resident acknowledges it is ready and acceptable for occupancy. If Landlord provides a Rent concession or abatement (in the month of occupancy or thereafter) with respect to the condition of the Apartment Home or otherwise, the same shall not be a waiver by Landlord of its right to collect the full Rent due under this Lease for any other month.

D. Early Termination. Resident may terminate this Lease before the end of the Lease Term under the following conditions and by following these procedures:

- (i) Resident gives Landlord written notice signed by any Resident of the early termination at least 60 days before the date that Resident desires to end the Lease;
- (ii) Resident receives written confirmation from Landlord that Landlord has received this notice;
- (iii) Resident is not in default of this Lease both when Resident gives the notice and on the date of early termination;
- (iv) Resident pays Landlord all Rent and other amounts due through the date of termination, a lease break fee of 2 months Rent, the cash value of any Rent Concession and the Enforcement Costs, before the early termination date; and
- (v) Resident vacates the Apartment Home on the early termination date in the manner provided in this Lease.

Early termination shall not release Resident from any liability for damage to the Apartment Home or from the payment of Rent and other amounts when due, through the early termination date. The provisions of this paragraph do not apply to a month-to-month tenancy.

E. Notice of Termination. After Resident gives the notice of intent to vacate or terminate under this section (including a Termination Notice), Resident cannot change Resident's move-out date as stated in the notice without Landlord's prior written approval. Verbal notice shall not be sufficient to constitute notice of intent to vacate or terminate. Except for an early termination under this section, Resident's move out from the Apartment Home before the last day of the Lease Term or before the date of termination of the month-to-month tenancy shall not terminate this Lease or release Resident from liability under this Lease.

### **3. RENT.**

A. Monthly Rent. Resident shall pay the Rent specified in the Definition Annex each calendar month. Resident shall pay the first month's Rent before the Lease Start Date. If Resident does not pay the first month's Rent before the Lease Start Date, this Lease shall be null and void and of no force or effect. If the Lease Start Date is not the first day of the month, Rent shall be prorated from the Lease Start Date through the last day of the month and shall be payable on the Lease Start Date. If this Lease ends on a day other than the last day of a month, Rent for the final month shall be prorated from the first day of the final month through the Lease End Date. Except for a payment due date stated in a separate utility bill sent to Resident, and except for the first month's Rent, Rent and all other amounts to be paid by Resident to Landlord under this Lease are due and payable in advance and without demand, setoff or deduction at the Landlord's Address **on the 1st day of each calendar month, and Resident shall be in default under this Lease if Resident fails to pay by that date.** Landlord may require Resident to pay Rent to an address other than Landlord's Address specified above. If Resident delivers Rent or any other payment hereunder by mail, Resident ASSUMES THE RISK that the Rent or other payment is lost or delayed in delivery, and Resident shall be liable and responsible for the failure to make such lost or delayed Rent or other payment. Rent will only be deemed paid when actually received by Landlord's Representative. Landlord may require Resident to pay Rent and other amounts due under this

B. Late Payment and Late Fees. If in any month Resident does not pay and Landlord does not receive all Rent and all other amounts due under this Lease before the Late Charges Date, Resident shall pay the Late Charge and may be required to pay a Daily Late Fee for each and every day that Rent and such other amounts are not paid from the Late Charges Date to the date that Rent and such other amounts are paid in full. Actual damages to Landlord resulting from Resident's failure to pay Rent and other amounts when due would be difficult to determine with any certainty, and the Late Charge and Daily Late Fee are a reasonable estimate of Landlord's costs and expenses necessarily incurred as a result of Resident's failure to pay, including the lost time value of monies owed and employee time and other costs associated with tracking late amounts, giving notice of late amounts and other collection-related activities. The Late Charge and Daily Late Fee are not a penalty and are intended to be an enforceable liquidated damages amount. The Late Charge and Daily Late Fee do not constitute a waiver by Landlord of Landlord's remedies or of the due date of the payment of Rent and other amounts.

**Residents' initials:** \_\_\_\_\_

C. Returned Checks or Rejected Credit Card Payment. If a check from Resident is returned to Landlord by a bank or other entity for any reason, or if any credit card or debit card payment from Resident to Landlord is rejected, then

- (i) Resident shall pay to Landlord the NSF Charge;
- (ii) Resident shall pay to Landlord the Late Charge and Daily Late Fee from the initial date due until the Rent and other amounts are paid in full;
- (iii) Landlord retains all other rights and remedies under this Lease for default; and
- (iv) Landlord reserves the right to refer the matter for criminal prosecution.

D. Rent Concession. If Landlord provides a Rent Concession, such Rent Concession is not a waiver by Landlord of its right to collect the full Rent due under this Lease for any other month. If Landlord provides a Rent Concession and Resident subsequently defaults under this Lease or terminates early, Resident shall immediately pay Landlord the cash equivalent value of the entire Rent Concession (in addition to any other damages or amounts owing under this Lease arising from such default or early termination).

E. Administrative and Other Fees. Resident shall pay to Landlord before the Lease Start Date the Administrative Fee for Landlord's administrative costs, including employee time and other costs associated with preparing the Apartment Home for occupancy, entering Resident's data into Landlord's management information systems and other related costs. The Administrative Fee is non-refundable and not applicable to Rent, the Deposit or any other fee or charge in this Lease. Landlord also may charge reasonable fees for the use of the Community's facilities, equipment and services, such as fitness rooms, swimming pools and community rooms. All such fees shall be considered "Rent" if not paid when due. If Landlord returns the Administrative Fee to Resident, Landlord may, at its option, do so by one check payable and delivered to any Resident or one check jointly payable to all Residents but delivered to only one Resident.

F. Taxes. If any sales, use, excise, gross receipts or similar taxes are imposed on any fees or charges that Resident is required to pay under this Lease, Resident shall pay such tax to Landlord upon receipt of a bill from Landlord.

G. Application of Funds Received. Resident's right to possess the Apartment Home and all of Landlord's obligations under this Lease are expressly contingent on the timely payment of Rent and other amounts due under this Lease. Except as otherwise stated in this Lease, all funds received by Landlord (including the Deposit) shall be applied first to amounts that are not considered "Rent" by this Lease or applicable law, then to delinquent Rent and then to current Rent.

H. Accord and Satisfaction. No endorsement or statement of any check or on any letter accompanying any check or other form of payment will be deemed an accord and satisfaction. Landlord may accept any check or payment without prejudice to Landlord's right to recover the balance of the amount due or to pursue any other remedy.

I. Chronic Late Payment of Rent. Rent is due on the first of each month. Notwithstanding any other provision of this Lease, Landlord may terminate this Lease because Resident is chronically late with Rent payments. Chronic late payment means failing to pay Rent by the due date on three or more occasions during the Lease.

J. Lock Out Fee. If Resident is locked out of the Resident's Apartment Home, Resident shall be charged a lock-out fee in an amount described in the Definitions, for entry, which fee shall be paid with the Rent payment following the date of the lock-out service.

#### 4. SECURITY DEPOSIT.

A. Deposit. Resident shall pay a security deposit in the amount of the Deposit stated in the Definition Annex before receiving possession. If Resident does not pay the Deposit to Landlord before the Lease Start Date, Landlord may declare this Lease null and void and of no force or effect. The Deposit will be held at the Deposit Bank, located at the Deposit Bank Address. Landlord will not pay Resident, or accrue for the benefit of Resident, any interest on the Deposit and Landlord may retain any such interest. The Deposit may be used only for the following purposes:

(i) To reimburse Landlord for actual damages to the Apartment Home or any ancillary facility that are the direct result of conduct not reasonably expected in the normal course of habitation of a dwelling.

(ii) To pay Landlord for all unpaid Rent, Rent due for premature termination of this Lease by Resident, and for Resident's unpaid utility bills.

The Deposit is not advance rent and cannot be applied to Rent by Resident. Landlord's Address in the Definition Annex should be used for all notices or questions to Landlord regarding the Deposit.

B. Refund of Deposit. Landlord will mail to Resident, within 30 days after Resident's surrender or abandonment of the Apartment Home, an itemized list of the damages claimed for which the Deposit may be used, including the estimated cost of repair of each property damaged item and the amounts and basis on which Landlord intends to assess Resident. The list shall be accompanied by a check or money order for the difference between the damages claimed and the amount of the Deposit held by Landlord. Landlord may pay any refund of the Deposit after applying all deductions, by one check payable and delivered to any Resident or one check jointly payable to all Residents but delivered to only one Resident. The amount of any refund will be calculated without regard to who paid the Deposit or whose conduct resulted in any deductions

**RESIDENT MUST NOTIFY LANDLORD IN WRITING WITHIN 4 DAYS AFTER RESIDENT HAS MOVED OF A FORWARDING ADDRESS WHERE RESIDENT CAN BE REACHED AND WHERE RESIDENT WILL RECEIVE MAIL; OTHERWISE LANDLORD SHALL BE RELIEVED OF SENDING RESIDENT AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.**

Upon the sale or transfer of the Community by Landlord and transfer of the Deposit to the new owner of the Community (either as a transfer of the Deposit or a credit against the purchase price), and upon written notification to Resident of the transfer and the new owner's name and address, Resident shall look solely to such new owner, and not to Landlord, for a refund of the Deposit.

## **5. UTILITIES.**

A. Landlord's Payment for Utilities. Landlord shall pay only for those utilities identified in the Definition Annex, which shall not include telephone. Resident gives Landlord the right to select any utility provider and change the same from time to time without notice. Resident shall, at the direction of Landlord, pay for all other utilities (including related deposits, charges, fees and services). The records and all meters in the Community are presumed to be correct for all purposes. Resident shall transfer to Resident's name any utility(ies) required by Landlord to be so transferred.

### **B. Direct Billing by Landlord.**

(i) Certain utility services, such as water, wastewater/sewer, trash removal, electric, cable TV and gas, may, from time to time, be billed by Landlord to Resident. The Apartment Home may not receive all of the utilities listed in the preceding sentence or the Definition Annex or may receive additional utilities. Resident may be required to contract with or pay directly certain utility providers. Resident shall pay Landlord for those utilities billed by Landlord or Landlord's agent for such billing (a "Utility Bill").

(ii) Landlord may bill Resident for utilities based on a ratio utility billing (RUB), estimate, flat fee or actual reading of a submeter for Resident's Apartment Home, as determined by Landlord.

(iii) Landlord may at any time require Resident to pay utility providers directly for Resident's own utility usage on a submetered or other basis as determined by Landlord. Landlord shall give Resident 30 days prior written notice before requiring Resident to begin paying a utility provider directly for Resident's utility usage.

(iv) As a regular part of each monthly Utility Bill, Resident may be charged, in which case Resident shall pay, a monthly service fee in addition to the utility service charges for which Resident is billed. The monthly service fee is for administration, billing, overhead and similar expenses and charges incurred by Landlord for providing or processing Utility Bills. Landlord may use a third party billing provider to provide all or part of the billing services directly.

(v) Resident agrees to allow Landlord, a billing service provider or any utility providers designated by Landlord, reasonable access to the Apartment Home to read the submeter(s), if any, for Resident's Apartment Home.

(vi) If Resident moves into or out of the Apartment Home on a date other than the first day of the month, Resident will be charged for the full period of time that Resident was living in, occupying, or responsible for payment of Rent or utilities for the Apartment Home. If Resident is in default under this Lease, Resident shall be liable for all charges for utilities through the time it takes for Landlord to retake possession of the Apartment Home, regardless of whether Resident still is occupying the Apartment Home.

C. Failure to Pay Utilities. Resident shall pay all charges for utilities on the date specified in a Utility Bill, whether to Landlord or a utility provider. This covenant is independent of every other covenant of this Lease. If Resident is charged for utilities separately from Rent, then such charges shall be deemed "Rent" for purposes of any defaults under this Lease. Resident shall not allow any utility, other than telephone, to be interrupted or interfered with or disconnected by any means, including the non-payment of a bill, until the end of the Lease Term.

D. Use of Utilities. Resident shall use the utilities only for ordinary household purposes and shall not waste them. Resident shall not tamper with, adjust or disconnect any metering or submetering system or device.

E. Change or Interruption in Utility Service. Utilities now provided, or any utility rates now in effect, may not continue in the future.

## **6. CONDITION OF APARTMENT HOME.**

A. Inventory and Condition Form. Before Resident takes possession of the Apartment Home, Resident and Landlord shall inspect the physical condition of the Apartment Home. Resident and Landlord shall execute Landlord's Inventory and Condition form (the "Condition Form"), identifying all material damage or defects with the physical condition of the Apartment Home. Resident's failure to report specific defects or problems on the Condition Form shall be a binding agreement by Resident and conclusive evidence that the Apartment Home is acceptable and in good condition. Landlord has not made any promises to decorate, alter, repair or improve the Apartment Home, except as stated on the Condition Form. LANDLORD MAKES NO EXPRESS WARRANTIES REGARDING THE APARTMENT HOME AND COMMUNITY, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL EXPRESS WARRANTIES.

### **B. Cleaning and Upkeep of Apartment Home.**

(i) Resident shall keep the Apartment Home, including all balconies, patios, and other areas reserved for Resident's private use, in a clean and sanitary condition.

(ii) Resident shall dispose of all garbage and recyclable materials in designated containers and areas in accordance with Landlord's regulations and applicable law including requirements of insurance underwriters or a mortgagee of Landlord with a lien on the Community. Resident shall not dispose of large items, except as permitted by Landlord. Landlord may charge Resident a fee for improper disposal of garbage.

(iii) Resident shall use all appliances, fixtures and equipment in the Apartment Home and Community in a safe manner and only for the purposes for which they are intended.

(iv) Resident shall maintain a temperature of at least 55 F in the Apartment Home so that the pipes will not freeze.

(v) Resident shall replace light bulbs in all light fixtures at Resident's expense.

(vi) Resident shall maintain all mechanical rooms located in the Apartment Home in compliance with applicable laws.

(vii) If the Apartment Home contains a "Stove Top Fire Stop" or similar canister above the stove, Resident shall be liable for any Loss related to such "Stove Top Fire Stop" or similar canister and shall pay Landlord \$75 for each canister damaged, replaced or not in working order. Resident shall notify Landlord immediately if any canister is missing or appears damaged.

(viii) Upon taking possession of the Apartment Home, Resident shall confirm that the smoke detector is in good working order, and Resident shall immediately notify the Landlord's Representative if the smoke detector malfunctions during Lease Term.

C. No Alterations. Resident shall not make any alterations, improvements, or installations to the interior or exterior of the Apartment Home, including wallpapering, contact paper, cork boards, mirrored squares, painting, awnings, window guards, shelves, screen doors, carpeting, alarm systems, electrical systems, telephone, computer, cable television outlets, shower head devices, washers, dryers (portable or otherwise), fans, heaters, or air conditioners or signage on premises or in windows of the Apartment Home without the prior written consent of Landlord. Resident may place a reasonable number of small holes in sheetrock walls and in the grooves of wood paneling to hang pictures. If Landlord permits Resident to install a washer, dryer or other appliance,

(i) Landlord may require Resident to permit Landlord to install the same (and to pay Landlord the reasonable costs of installation),

(ii) Landlord may require the use of non-burstable hoses,

(iii) Landlord may require Resident to carry Renter's Liability Insurance with a minimum of \$10,000 per occurrence and \$500 deductible, with Landlord named as an additional insured, and

(iv) Resident shall be liable for any Losses related to the use or presence of such appliance.

Resident shall be liable for all damage caused by any personal property or appliances permitted by Landlord. Resident shall not remove Landlord's fixtures, equipment, monitoring devices, or electronic alarm systems for any reason. If Resident makes any improvements to the Apartment Home (with or without Landlord's consent), such improvements shall, at the option of the Landlord, become the property of Landlord. Landlord reserve the right to demand that any approved alteration be removed at Resident's expense at the end of the Lease Term.

D. Alterations for Disability. If a Resident or Additional Live-In Resident is disabled, Resident may, at Resident's expense, make reasonable modifications to the Apartment Home to accommodate such disability only after requesting and receiving prior written consent of Landlord, which consent may be withheld in Landlord's reasonable discretion and may be reasonably conditioned upon Resident agreeing to restore the interior of the Apartment Home to the condition that existed before modification, reasonable wear and tear excepted.

E. Water Furniture. Resident shall not place any water furniture in the Apartment Home.

F. Signal Reception Devices. Resident may install signal reception devices (a "satellite dish or antenna") used to receive direct broadcast satellite services, receive or transmit fixed wireless signals via satellite, receive video programming services via multipoint distribution services, receive or transmit fixed wireless signals other than via satellite, and/or receive television broadcast signals at the Apartment Home, subject to the following conditions:

(i) A satellite dish or antenna may not be installed by Resident if the service received by such satellite dish or antenna is available to Resident through the building's master antenna system (if installed) at a cost comparable to the cost of Resident's proposed individual service.

(ii) A satellite dish or antenna may not exceed one meter (3.3 feet) in diameter.

(iii) The location of the satellite dish or antenna is limited to inside the Apartment Home or on a balcony or balcony railing, patio or terrace that is under the exclusive control of Resident. Installation is not permitted on any parking area, roof, exterior wall, window, windowsill, fence or Common Area or in an area that other residents are allowed to use.

(iv) Resident's installation (a) must comply with reasonable safety standards; (b) may not interfere with Landlord's cable, telephone or electrical systems or those of neighboring properties; (c) may not be connected to Landlord's telecommunications systems; and (d) may not be connected to Landlord's electrical systems except by plugging into a 110-volt duplex receptacle. Installation must be in accordance with all applicable federal, state and local laws and in a manner that will not damage the Apartment Home. A satellite dish or antenna that is placed in a permitted outside area, must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within the Resident's Apartment Home (such as balcony or patio railing without protruding over the railing); or (3) any other method approved by Landlord. No other methods of attachment are allowed. Landlord may require reasonable screening of the satellite dish or antenna that does not impair reception or transmission.

(v) Resident may not damage or alter the Apartment Home and may not drill holes through outside walls, door jambs, windowsills and the like. If Resident's satellite dish or antenna is located outside the Apartment Home (such as on a balcony or patio) the signals received by it may be transmitted to the interior of Resident's Apartment Home only by the following methods: (a) running a flat cable under a door jamb or window sash in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (b) running a traditional or flat cable through a pre-existing hole in the wall that will not need to be enlarged to accommodate the cable; (c) connecting cables through a window pane similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the

window, without drilling a hole through the window; (d) wireless transmission of the signal from the satellite dish or antenna to a device inside the Apartment Home; or (e) any other method approved by Landlord.

(vi) Resident shall maintain the satellite dish, antenna and all related equipment.

(vii) Resident shall remove the satellite dish or antenna and other related equipment when Resident moves out of the Apartment Home. Resident shall pay for any damages and for the cost of repairs or repainting which may be reasonably necessary to restore the Apartment Home to its condition prior to the installation of Resident's satellite dish, antenna or related equipment, ordinary wear and tear excepted.

(viii) As long as the satellite dish and antenna are installed in the Apartment Home, Resident shall maintain and provide Landlord with evidence of liability insurance in the amount of \$10,000 naming Landlord as an additional insured to protect Landlord against Losses relating to Resident's satellite dish or antenna. Resident shall hold harmless and indemnify Landlord's Related Parties against any Losses related to the use, maintenance or presence of Resident's satellite dish, antenna or related equipment.

(ix) Resident's security deposit shall be increased by the Antenna Deposit to offset possible repair costs, damages, or failure to remove at time of move out. This security deposit does not imply a right to drill or otherwise alter the Apartment Home or Common Areas.

(x) Resident may start installation of Resident's satellite dish or antenna only after Resident has: (a) provided Landlord with a copy of written proof of the liability insurance referred to in this section; and (b) paid the additional security deposit referred to in this section. After Resident has met the requirements in this section, Landlord shall issue Landlord's written authorization on the Community's satellite dish approval form.

**G. Damage to Apartment Home.** Resident shall pay to Landlord within 5 days after demand the Loss incurred by Landlord caused by any Resident Party or pets or animals. Landlord may demand such payment either before or after a repair is made. Landlord's delay in demanding such payment is not a waiver of Landlord's right to demand such payment.

**H. Mold Remediation.**

(i) Resident shall use best efforts to prevent conditions in the Apartment Home that could create an environment conducive to mold growth, including:

(a) Controlling indoor temperature and humidity by maintaining fresh air circulation, using the HVAC system during hot weather, and not running the air conditioner with windows or balcony doors open. Tenant accepts responsibility for condensation and potential mold development if air conditioning is consistently run with the windows or balcony doors open.

(b) Not disconnecting, altering or otherwise changing the HVAC system, bathroom, and kitchen exhaust fans;

(c) Arranging furniture so as not to block airflow or thermostats;

(d) Not installing any vapor barriers that can trap moisture in interior wall cavities, such as wall paper or paneling;

(e) Not installing carpet in wet areas, such as kitchens or bathrooms, or on balconies;

(f) Not storing paper and cardboard in unventilated areas;

(g) Drying surfaces that develop condensation;

(h) Using bathroom exhaust fans when showering;

(i) Preventing elevated humidity levels from fish tanks and humidifiers;

(j) Placing saucers underneath houseplants and avoiding excessive numbers of house plants;

(k) Using exhaust fans when cooking, washing dishes or house cleaning;

(l) Not obstructing or otherwise blocking building weep screens, drains, gutters, or any other means of water drainage from the building or balconies. Residents agree to notify building management if bathroom or kitchen sealants crack, dry out, rot, or are otherwise compromised;

(m) Preventing rainwater from entering the Apartment Home;

(n) Cleaning and drying any damp surfaces, carpeting or personal property within 48 hours of the dampness occurring;

(o) Conducting visual inspections of the Apartment Home at least once a month for plumbing and other water leaks and reporting plumbing leaks or uncontrollable moisture to the management office promptly;

(p) Conducting visual inspections of the Apartment Home at least once a month for mold on window frames, carpets, tiles, plants, personal property, wallpaper, books, and papers and regularly cleaning small amounts of mold or mildew, for example on bathtub areas and window sills, with detergent and drying the surface; and

(q) Not bringing any personal property into the Apartment Home that contains visible mold.

If suspect fungal growth or excessive moisture develops, Resident shall notify Landlord immediately and shall remedy any such conditions caused by any Resident Party. Landlord's Related Parties are not responsible for the consequences of any conduct of any Resident Party that leads to or exacerbates mold growth, and Resident shall indemnify and hold harmless Landlord's Related Parties from any Loss related to such conduct. Resident promptly shall report to Landlord, in writing, any actual or potential moisture or mold problem, regardless of what may have caused such problem. Failure to make a prompt written report of any such potential moisture or mold problem constitutes a default and, to the extent allowable by law, an unconditional waiver and release of Claims relating to the unreported conditions.

(ii) If Landlord notifies Resident of Landlord's intention to remediate mold in the Apartment Home, Resident shall provide immediate access to the Apartment Home to permit Landlord to remediate any problem. If Landlord determines that Resident should vacate the Apartment Home during remediation, Resident will relocate (at Landlord's expense) to another Apartment Home within the Community for the period of time necessary to complete such remediation. If another Apartment Home within the Community is not available for the relocation, as determined by Landlord, Landlord shall provide Resident either (a) relocation at Landlord's expense to another nearby community owned or operated by Landlord or its affiliate, or (b) termination of the Lease without any financial obligation beyond the date of such termination. Resident's refusal to relocate in accordance with these provisions, or any other interference with Landlord's remediation efforts, shall constitute a breach of this Lease by Resident and, to the extent allowable by law, an unconditional waiver and release of any Claims related to exposure to or the presence of mold. Upon Resident's breach of any provision of this section, Landlord may terminate this Lease and exercise all available remedies for breach of this Lease.

(iii) If (a) Resident has made a good faith written report to the Community manager of an actual mold problem in Resident's Apartment Home, and (b) within 5 days after such report Landlord has not (I) taken any action to inspect or remediate mold in Resident's Apartment Home, or (II) given Resident a plan of remediation for Resident's Apartment Home, then, and only then, Resident may terminate this Lease without any financial obligation beyond the date of such termination. Resident shall not be released from any Claims related to Rent or other amounts due and owing under this Lease. If Resident is found to be partially or wholly liable for the mold infestation and cost of remediation, Resident shall be responsible for all Losses suffered by Landlord, including any concessions made by Landlord.

**I. Emergencies.** If an emergency or other event occurs which, in Landlord's reasonable opinion, jeopardizes the health, safety or welfare of Resident Parties or persons in the Community, Landlord may, to the extent permitted by law,

(i) lock-out, or otherwise prohibit, Resident from entering the Apartment Home for a reasonable period of time, and such action shall not constitute constructive or actual eviction, or

(ii) terminate this Lease by written notice to Resident.

**J. Basements.** Resident may use the finished basement, if any, in the Apartment Home as living space as long as the occupancy limits for the Apartment Home are not exceeded. Resident acknowledges that the basement may not be flood free, and Landlord shall not be liable for any Losses arising from the use of the basement.

**K. Fireplaces.** Resident shall be liable for any Losses resulting from the use of any fireplace located in the Apartment Home.

**7. REPAIRS AND MALFUNCTIONS.** Resident shall request promptly any repairs to be made to the Apartment Home or its contents, fixtures, security devices and other equipment that belong to Landlord. Resident must notify Landlord immediately of any malfunction or damage caused by fire, water or similar cause and of any water leaks, electrical problems, heating problems, broken locks or latches or other condition that may pose a hazard to health, property or safety. Upon receipt of a request, Landlord shall endeavor to act with reasonable diligence to make the repairs and this Lease shall continue and the Rent shall not abate. The Resident's request for repair is Resident's agreement for Landlord to enter the Apartment Home to perform the repair. Landlord may decide not to enter the Apartment Home if a person under 18 years old is present without a person 18 years or older also present. Landlord temporarily may turn off equipment and interrupt utilities to avoid damage to property or to perform maintenance and this shall not constitute constructive eviction of Resident. If a request for repair is not made in writing, Resident must establish when Resident made the request. Landlord's reasonable repair work is not an eviction of Tenant or grounds for termination of the Lease by Tenant.

## **8. KEYS AND LOCKS.**

**A. Ownership of Keys and Access Cards.** All keys, access cards and remote controls are the sole property of Landlord. Landlord may charge a deposit for any key, access card or remote control, and may charge a fee if any key, access card or remote control is lost or not returned. Resident shall be liable for any Loss related to the improper use of any key, access card or remote control. At the termination of this Lease, Resident shall return all keys, access cards and remote controls to Landlord.

**B. Change in Locks.** Resident shall not install additional or different locks or gates on any door or window of the Apartment Home without the prior written permission of Landlord. If Landlord approves Resident's request to install such locks, Resident shall provide Landlord with a key for each lock and shall reimburse Landlord all reasonable costs incurred to remove such locks. Resident shall not duplicate keys for the Apartment Home. Landlord may copy all keys for the Apartment Home, whether provided by Landlord or Resident.

## **9. COMMUNITY POLICIES.**

**A. Community Rules.** Resident Parties shall comply with the Community Rules. Resident is responsible for the conduct of the Resident Parties. Any guest aged 12 or under must be accompanied by a Resident over 18 years old anywhere in the Community, including Common Areas. Landlord may set a curfew for persons under 18



years old. Landlord may make reasonable policy changes that are applicable to all residents if in writing and given to Resident. All policy changes shall be effective 30 days after notice is given and shall constitute a part of this Lease. **Resident acknowledges receipt of the written Community Rules from Landlord prior to the execution of this Lease and understands that the terms and conditions of the Community Rules are incorporated in this Lease.**

B. **Common Areas.** Common Areas are subject to Landlord's exclusive control. Sidewalks, steps, outside hallways, entrances, walkways and stairs shall not be obstructed in any way or used for any purpose other than ingress or egress. Common Areas may not be used for storage or the placement of bicycles, toys, athletic equipment, trash, refuse or similar items. Landlord may impose specific restrictions on Resident's use of the Common Areas by giving notice by sign, letter or other means to Resident, and violation of any such restrictions shall be a default by Resident of this Lease. Resident Parties shall use Common Areas with care and solely at their own risk.

C. **Defacing the Common Areas.** Resident shall not litter the Community grounds or Common Areas, destroy, deface, damage or remove any part of the Apartment Home, Common Areas or other parts of the Community, or light any open fires except in designated fireplaces. Resident shall not display any sign or advertising matter that is visible outside the Apartment Home or is on the Common Areas or otherwise in the Community without Landlord's prior written consent.

D. **Other Improper Conduct.** Resident Parties shall not engage in unlawful, improper, unreasonable or prohibited behavior, all of which shall be a breach of this Lease, including the following:

- (i) loitering in Common Areas or the management or leasing office;
- (ii) playing in landscaped areas;
- (iii) serving alcoholic beverages in Common Areas;
- (iv) loud, disorderly, or unlawful conduct, harassment, or nuisances;
- (v) disturbing, infringing upon, adversely affecting or threatening the rights, comfort, health, safety, property or convenience of others in or near the Community;
- (vi) possessing, selling, or manufacturing illegal drugs or drug paraphernalia;
- (vii) engaging in or threatening violence;
- (viii) possessing a weapon prohibited by law;
- (ix) discharging a firearm in the Community;
- (x) displaying or possessing a gun, knife or other weapon in the Common Area in a way that may alarm others;
- (xi) authorizing solicitors or salespersons to enter the Community;
- (xii) operating a business;
- (xiii) bringing hazardous materials into the Community;
- (xiv) using sterno logs in the fireplace; using candles or kerosene lamps or heaters;
- (xv) cooking on a balcony or in the Common Area (other than those in which such cooking is expressly permitted by Landlord);
- (xvi) storing anything in closets which contains gasoline, kerosene, propane or other similar substances;
- (xvii) engaging in any act or practice which will injure the reputation of the Community or cause harm to others; or
- (xviii) violating any law, regulation, ordinance or order.

E. **Landlord's Right to Exclude Persons.** Landlord reserves the right to control the entry upon the Community by Resident's guests or invitees. Landlord reserves the right to exclude any Resident Party and other persons

- (i) who, in Landlord's reasonable discretion, are involved in activities, including illegal drug-related activities, which may be harmful to the residents and neighbors of the Community,
- (ii) who, in Landlord's reasonable discretion, cause disturbances at the Community which disrupt the livability of the Community or interfere with the management of the Community or the quiet enjoyment of any resident to their Apartment Home, or
- (iii) whose activities at the Community are in violation of any laws.

Landlord may exclude anyone who previously has been evicted from the Community for a Non-Rent Default. Additional Live-In Residents, and guests and invitees who have been notified by Landlord not to return to the Community also may be arrested for criminal trespass if they return to and enter the Community. If Resident

has an Additional Live-In Resident, guest or invitee in the Apartment Home or on the Community whose presence at the Community is a violation of this section, Resident shall be in violation of this Lease. If Resident does not cure such violation within 3 days after receipt of written notice from Landlord, or if Resident again is in violation of this section after receiving a notice of default and right to cure, Resident shall be in default of this Lease and Landlord shall have the right to terminate this Lease in addition to any other available remedies. If such violation may cause imminent harm to any person or property (as determined in Landlord's reasonable discretion), then the 3-day request shall be inapplicable and Resident shall cure the violation immediately upon verbal or written notice from Landlord.

F. Member Cards. Landlord may photograph each resident of the Community and give such resident a Member Card with his or her picture on the Member Card for identifying individuals who live and have access to the Community and the Common Areas. Landlord may install devices that require use of the Member Cards to gain access. Landlord may require that the Member Card be produced by anyone seeking access, and may exclude access for a reasonable period of time to anyone who does not produce the Member Card until the resident's identity can be verified. Landlord may disclose Resident information contained on the Member Cards, including photographs, only if Resident consents to disclosure, in accordance with the Community's resident privacy policy or if requested to do so by law enforcement officials. Landlord will not use the Member Cards for commercial purposes. Member Cards may be used only for identifying residents to the Community and not for proof of legal residency or identity to third parties. The Member Cards are the property of Landlord and must be returned upon request or upon termination of this Lease. Landlord shall have no obligation to provide or require the use of Member Cards.

G. Deliveries. Landlord may accept deliveries of certain types of parcels at the Landlord's management office. If Resident desires Landlord to permit a delivery person to enter the Apartment Home, Resident must execute Landlord's permission form. Landlord's Representatives shall not be liable for any Loss relating to deliveries accepted by Landlord or any entry into Resident's Apartment Home.

H. Fines. Landlord may charge Resident a reasonable fine as set forth in the Community Rules.

**10. PARKING AND VEHICLES.** Landlord may regulate and/or prohibit the time, manner, place of parking, number parked, charge for parking ("Carport/Garage Rent"), use and/or storage of cars, trucks, recreational and commercial vehicles, motorcycles, mopeds, boats and other motor vehicles ("**Motor Vehicles**"), and of bicycles, trailers, tricycles, skateboards, roller skates, trampolines, and exercise equipment. Landlord may limit the parking spaces available for guests and invitees and limit the duration that a guest or invitee may park at the Community. A guest or invitee shall not be allowed to park at the Community for more than 7 days in any month. A Motor Vehicle is unauthorized or illegally parked in the Community if it: (A) has flat tires or other condition rendering it inoperable; (B) is on jacks, blocks or has wheel(s) missing; (C) has no current license or no current inspection sticker; (D) takes up more than one parking space; (E) belongs to a Resident or Additional Live-In Resident who has surrendered or abandoned the Apartment Home; (F) is parked in a marked handicap space without the legally required handicap insignia; (G) blocks another vehicle from exiting; (H) is parked in a fire lane or designated "no parking" or "restricted parking" area; (I) is parked in a space marked for other resident(s) or Apartment Homes(s); (J) is parked on the grass, sidewalk, patio or staircase; (K) blocks garbage trucks from access to a dumpster; (L) cannot lawfully be operated as a vehicle on the road; (M) has a malfunctioning alarm; or (N) is parked in a designated visitor or office parking space. Except as permitted by Landlord, Resident shall not perform repairs or maintenance on any Motor Vehicle anywhere in the Community. Motorcycles and mopeds may be parked only in designated areas and must have an operable device to prevent damage to the asphalt from the kickstand or similar support device. Gasoline, fuel grade alcohol or other explosive materials may not be stored at the Community, including, in parking areas. Resident shall be responsible for oil stains and other damage caused by any Motor Vehicle of any Resident Party. No Motor Vehicle may be parked or stored at the Community unless such Motor Vehicle is regularly used by a Resident Party as a means of transportation. Resident Parties are responsible for the proper operation of vehicle alarms and theft deterrent systems. Landlord may tow, at the expense of the owner and Resident, a Motor Vehicle that is unauthorized or illegally parked at the Community, or parked in violation of this Lease. Landlord shall not be liable for any Losses resulting from such towing.

**11. RESIDENT EQUIPMENT, SERVICES AND FACILITIES.** Landlord may provide for Resident's use various services, equipment and facilities (collectively, the "**Facilities**"), such as laundry rooms, exercise rooms and facilities, storerooms and swimming pools. Landlord may modify or cancel the Facilities at any time. Resident's use of the Facilities is subject to the Community Rules or the rules or instructions provided at the Community. Resident shall not allow Resident Parties who do not comply with the rules to use the Facilities. Resident may be required to show identification to enter or use the Facilities. Landlord may deny use or access to any Resident Party who fails to follow instructions or fails to comply with the rules or the requirements of this section. The Facilities are provided for Resident only as an incidental service, and Landlord may not provide any attendants or supervisors. Resident Parties shall use the Facilities wholly at their own risk. Resident shall be responsible for and shall indemnify and hold harmless Landlord's Related Parties for any Loss suffered or sustained by Resident Parties in connection with the use of the Facilities, excluding Landlord's negligence or willful misconduct. The Facilities are for the exclusive use of Resident and Additional Live-In Residents and for invitees and guests of Resident and Additional Live-In Residents as permitted by Landlord.

**12. LIABILITY.**

A. Insurance. **LANDLORD AND LANDLORD'S REPRESENTATIVE ARE NOT INSURERS. LANDLORD STRONGLY RECOMMENDS THAT RESIDENT SECURE INSURANCE TO PROTECT AGAINST PERSONAL INJURY AND PROPERTY DAMAGE, INCLUDING LOSSES FROM THEFT, FIRE, WATER DAMAGE AND VANDALISM. ADDITIONALLY, RESIDENT SHALL BE LIABLE TO LANDLORD FOR ALL LOSSES SUFFERED BY LANDLORD IN EXCESS OF INSURANCE COVERAGE DUE TO FIRE, FLOOR OR OTHER DAMAGE CAUSED BY RESIDENT'S NEGLIGENCE.**

B. Personal Safety.

(i) Landlord's Related Parties do not guarantee or warrant Resident's personal security or safety. Landlord has no duty to provide security devices. Any protective steps (such as courtesy patrols or guards) that Landlord takes are neither a guarantee nor warranty against criminal acts or against the violent tendencies of third persons in the Community or otherwise. Resident's personal safety and security is Resident's personal responsibility.

(ii) Landlord is under no obligation or duty to inspect, test or repair any security device. Landlord may elect to retain (or cancel) an independent contractor for lockouts, disturbances, fire lane violations and problems similar in nature. Landlord assumes no responsibility for the security of Resident through the retention of an independent contractor. Landlord has no liability for the acts or omissions, whether negligent, intentional or otherwise, of such independent contractor. The independent contractor is not a police force nor a guaranteed deterrent to crime. In the event of criminal activity, Resident should contact the police department.

(iii) Resident shall give Landlord keys, codes or operating devices immediately upon installation of any additional security device in the Apartment Home. Any security devices installed by Resident must comply with all applicable laws. Resident shall provide Landlord with a copy of any necessary permit or license prior to installing any additional security device. Resident shall be liable for any license or other fee, or any fine, related to any additional security device.

C. Release. Resident, for Resident Parties, releases Landlord's Related Parties, and acknowledges and agrees that Landlord's Related Parties shall not be liable for any Loss incurred as a result of the following:

- (i) theft, burglary, rape, assault, battery, arson, mischief or other crime, vandalism, fire, smoke, water, lightning, rain, flood, water leaks, hail, ice, snow, wind, explosion, sonic boom, interruption of utilities, electrical shock, defect in any of the contents of the Apartment Home, defects in the Community (including latent defects), acts of God, acts of terror, acts of other residents or their occupants, guests or invitees, or any other cause;
- (ii) utility services, outages, interruptions or fluctuations in utilities provided to the Apartment Home;
- (iii) the failure of Landlord to deliver possession of the Apartment Home or the termination of this Lease pursuant to the terms of this Lease;
- (iv) the use of the Community's equipment, services and facilities;
- (v) the storage, disposal or sale of personal property in the Apartment Home, including theft by others and under Section 15;

other than the gross negligence of Landlord or Landlord's employees or agents acting in the course and scope of their engagement at the Community, or where Landlord has failed to perform, or negligently performed, a duty imposed by law. Resident, for Resident Parties, unconditionally and absolutely releases Landlord's Related Parties from all Losses and waives all claims for offset, setoff or reduction of Rent or diminished rental value of the Apartment Home resulting from such Losses. Resident shall indemnify and hold harmless Landlord's Related Parties from any Loss related to the use or occupancy of the Apartment Home or Community and from any Claims made by Resident Parties, other than to the extent caused by the negligence or willful misconduct of Landlord.

**13. ENTRY BY LANDLORD.** For the purposes of inspection, including for safety and fire hazards, Landlord and its agents, contractors or servicemen may enter the Apartment Home during reasonable hours and after making reasonable efforts to inform Resident. In other instances, Landlord and its contractors or servicemen may enter by key or by other means, including force, if locks have been installed to which Landlord does not have a key, at reasonable times (except in an emergency Landlord may enter at any time and without permission) for the following purposes: repairs, extermination, maintenance, emergency, mold remediation; leaving notices; retrieving property; preventing waste of utilities; removing unauthorized signs, locks, latches, or window coverings; removing unauthorized animals; installing, repairing or replacing appliances, furniture, equipment or security devices; showing the Apartment Home to lenders, prospective purchasers, or insurance agents, or to prospective residents after notification of move-out or lease termination has been given; preventing violations of the laws or this Lease; removing unauthorized occupants; removing safety or health hazards; abating nuisances; allowing persons to enter as authorized by Resident or law, including pursuant to search or arrest warrant; or as otherwise permitted by this Lease. If the Apartment Home has been equipped with an electronic alarm system approved by Landlord, Landlord may turn the system off to enter the Apartment Home and may enter and allow the alarm to sound for the above-described purposes.

**14. ANIMALS.** Resident shall not permit any animal, including pets (even temporarily except for service animals of guests or invitees with disabilities), to enter or remain in the Apartment Home or the Community without the prior written consent of Landlord. The presence of an animal without Landlord's consent shall constitute a material breach of this Lease.

**15. ABANDONMENT.**

A. When Abandonment Occurs. During the Lease Term, the Apartment Home and any of Resident's personal property in the Apartment Home shall be deemed abandoned when Resident is absent from the Apartment Home without notice to Landlord for at least 10 consecutive days while Rent is late for 10 or more days, and after diligent inquiry Landlord reasonably believes Resident does not intend to return.

B. Disposition of Personal Property. If Resident abandons personal property in the Apartment Home after abandonment of the Apartment Home, Resident irrevocably waives for all Resident Parties all right, title and interest any Resident Party has to such personal property and grants to Landlord full authority to dispose immediately of the personal property without notice, court order or accountability, including throwing away such personal property, giving it to charity or selling it, as determined by Landlord. Landlord does not have any duty to store or sell any of Resident's personal property. If Landlord does store or sell any such personal property, Resident shall pay Landlord the reasonable charges for packing, removing, storing and selling any property removed or stored by Landlord, and all proceeds from any sale shall be applied first to the costs of such storage and sale, then to amounts that are not considered "Rent" by applicable law, then to delinquent Rent and then to current Rent. If Landlord sells any personal property of Resident, Landlord may do so pursuant to any means permitted by law, including by either public or private sale, and after at least 10 days prior written notice to Resident. If Landlord has stored any personal property, Resident may redeem it only after paying Landlord all sums Resident owes Landlord. Landlord may require Resident to claim such redeemed personal property at the Community or place of storage.

C. Personal Property Upon Death.

- (i) Upon the termination of this Lease because of the death of all Residents, Landlord may store such personal property for 5 days after Landlord becomes aware of a Resident's death, and: (a) release it to Resident's "emergency contact" as designated in Resident's rental application or as otherwise provided in this section, provided that such person or the estate of Resident agrees to pay Landlord all storage costs, and if Resident's personal property is not claimed within such 5 days, it shall be deemed abandoned; or (b) if a Resident has not designated an "emergency contact,"

then, unless directed by court order within such 5 days to release the personal property to a specific person, and if not claimed within 10 days after Landlord becomes aware of Resident's death, it shall be deemed abandoned.

(ii) If after the death of a Resident, another Resident remains living, Landlord may treat all of the personal property located in an Apartment Home as belonging to any living Resident, unless otherwise directed by a court order.

(iii) Landlord is not required to select among competing claims to personal property.

## **16. DEFAULT BY LANDLORD.**

A. Landlord's Obligations. Landlord shall act reasonably to:

(i) keep Common Areas of the Community reasonably clean;

(ii) reasonably maintain fixtures, hot water, heating and air conditioning (if provided) equipment within the Apartment Home and the Community;

(iii) remain in substantial compliance with applicable laws regarding the condition of the Apartment Home; and

(iv) make reasonable repairs to the Apartment Home and Common Areas (subject to Resident's obligation to pay for Losses caused by Resident Parties and as otherwise required by this Lease).

B. Resident's Remedies. Resident may, AS ITS SOLE AND EXCLUSIVE REMEDY, terminate this Lease for violation of Landlord's obligations under this Lease under the following conditions:

(i) Resident makes written request for repair or remedy of the condition or obligation and all Rent and other amounts under this Lease are current;

(ii) Landlord does not repair or remedy the condition or obligation within a reasonable time after such written request, considering the nature of the problem and the reasonable availability of materials, labor, and utilities, and excluding any events over which Landlord has no reasonable control;

(iii) after a reasonable time has lapsed and Landlord has not made a diligent effort to repair or remedy the condition or obligation, Resident has given Landlord written notice of intent to terminate this Lease unless the repair is made within 30 days; and

(iv) the repair has not been made within such 30-day period.

If the Lease is terminated pursuant to this section, Landlord shall refund the Deposit and prorated Rent as required by law.

C. Limitation on Damages. To the maximum extent permitted by law, Resident, for all Resident Parties, waives all Claims against Landlord's Related Parties and waives any right to specific performance or injunctive relief.

## **17. DEFAULT BY RESIDENT.**

A. Default. Resident shall be in default of this Lease if

(i) Resident fails to pay Rent or other lawful amounts when due under this Lease, including reimbursement for damages and repairs;

(ii) any Resident Party violates any covenant or condition of this Lease or any laws with respect to the use or occupancy of the Apartment Home or Community (regardless of whether arrest or conviction occurs);

(iii) Resident abandons the Apartment Home;

(iv) Resident has given incorrect or false information on the rental application;

(v) during the Lease Term, Resident or any Additional Live-In Resident is convicted of, or pleads guilty or "no contest" with respect to, any drug-related offense, sexual offense, crime against person or property, or felony;

(vi) during the Lease Term, Resident or any Additional Live-In Resident is listed on a registry of sex offenders;

(vii) during the Lease Term, any person within the Apartment Home or Community with Resident's consent is or has been convicted of, or pleads guilty or "no contest" with respect to, any drug related offense, sexual offense, crime against person or property, or any felony, that occurs at the Community or the Apartment Home;

(viii) any illegal drugs or paraphernalia are found in the Apartment Home.; or

(ix) Resident or any Additional Live-In Resident has been is or becomes a Specially Designated National or other Blocked Person designated by the United States government as a person who commits or supports terrorism or is involved in international narcotics trafficking.

Resident may exercise any statutory right to cure any default to the extent (but only to the extent) required by law.

Resident Initial: \_\_\_\_\_ 12

B. Remedies. Upon default by Resident, after the lapse of any applicable statutory cure period, Landlord shall have all remedies available at law, equity, statute or this Lease, all of which may be pursued individually, successively or together. Upon a default by Resident, Landlord may

- (i) collect the Rent Damages, if any, and any other Loss, including costs of advertising, if any, related to any Non-Rent Defaults; or
- (ii) terminate the Lease and collect the Rent Default Termination Damages, if any, and collect any other Loss, including costs of advertising, if any, related to any Non-Rent Defaults.

Landlord may (with or without demand for performance) terminate Resident's right of occupancy of the Apartment Home by giving Resident the minimum prior written notice required by law to vacate, and be entitled to immediate possession by eviction suit. If Resident vacates or abandons the Apartment Home, Resident expressly waives, to the maximum extent permitted by law, any and all notices to vacate. Upon any default by Resident, Landlord shall be entitled to collect the Enforcement Costs. To the extent permitted by law, Landlord may give notice to vacate, if required, by any of the following methods:

- (i) first class mail;
- (ii) certified mail, return receipt requested;
- (iii) personal delivery to any Resident; or
- (iv) personal delivery at the Apartment Home to any occupant 16 years of age or older.

Landlord shall not be deemed to have terminated this Lease unless such termination is in a writing signed by Landlord expressly terminating this Lease.

The Rent Default Termination Damages are not a lease cancellation or buyout fee or a penalty and are intended to be an enforceable liquidated damages amount. Actual damages of Landlord's lost Rent and other damages from Resident's default would be difficult to determine with certainty, and the Rent Default Termination Damages are a reasonable estimate of those damages, including Landlord's costs of making the Apartment Home "rent ready," such as cleaning, painting, repairing and marketing the Apartment Home.

C. No Waiver. If Landlord gives notice to vacate or Landlord files a petition for eviction, Landlord still may accept Rent or other amounts due without

- (i) waiving or diminishing Landlord's right of eviction, or other rights under law, equity, statute or this Lease,
- (ii) waiving any notice to vacate served upon Resident, or
- (iii) waiving Landlord's right to collect from Resident for property damage, past or future Rent or other amounts due under this Lease.

D. Mitigation of Damages. If Landlord relets the Apartment Home to mitigate its damages if required by applicable law, any payments made after reletting shall be credited first against the Rent Damages or Rent Default Termination Damages, as the case may be, then to any Losses incurred by Landlord, then to other amounts that are not considered "Rent" by applicable law, then to delinquent Rent and then to current Rent.

E. Credit Reporting. Landlord may report all Lease defaults, including unpaid Rent, other amounts due and/or insufficient funds or returned checks, to any national or local credit bureau or other similar collection or credit reporting service for permanent recordation in Resident's credit record as well as to any national or local tenant reporting bureau.

**18. MULTIPLE RESIDENTS**. If there is more than one Resident, each Resident is jointly and severally liable for all obligations under this Lease. The violation of this Lease by any Resident Party is a violation by all Residents. Requests and notices from Landlord to any Resident constitutes notice to all Residents and Additional Live-In Residents. A notice from, consent by (including consent for entry into the Apartment Home) or action taken by any Resident is a notice from, consent by, or action of all Residents. All demonstrations, inspections and explanations made by Landlord to one of the Residents shall bind all Residents with the same force and effect as if made to each Resident. An Additional Live-In Resident who has permanently moved out according to an affidavit signed by a Resident is, at Landlord's option, no longer entitled to occupancy of or keys to the Apartment Home. The termination of such person's right of occupancy of the Apartment Home shall not release such person from any obligations under this Lease unless specifically agreed in writing by Landlord. In eviction suits, any one Resident is the agent of all other Residents in the Apartment Home for purposes of judicial service of citation.

**19. ASSIGNMENT**. Resident shall not sublet or assign this Lease. Any purported assignment or sublet of this Lease without the prior written consent of Landlord is null and void. A departing Resident's claim to any Deposit automatically transfers to the replacing Resident upon the date of Landlord's written approval of such replacement, and the departing Resident shall have no rights or claims to the Deposit against Landlord.

**20. RELEASE OF RESIDENT**

A. No Release. Resident shall not be released from this Lease on any grounds, including voluntary or involuntary school withdrawal or transfer, voluntary or involuntary business transfer, layoff or termination, marriage, divorce, marriage reconciliation, loss of co-residents, bad health, or any other reason (except as expressly stated in this section).

B. Limited Exception-Military Servicemembers. Resident may terminate this Lease before the Lease End Date by providing the written notice required below if:

- (i) Resident enters military service of the United States (as defined in the Servicemembers' Civil Relief Act) after Resident enters into this Lease; or

- (ii) Resident was a member of the military service of the United States when the lease was executed and thereafter receives: (I) Orders for a permanent change of station; or (II) Orders to deploy with a military unit for at least 90 days.

In order to terminate this Lease under this "Limited Exception-Military Servicemembers", Resident must give Landlord written notice of termination. The termination shall be effective 30 days after the first date on which the next rental payment is due and payable. (For example, if Resident gives Landlord notice on January 15th, this Lease would terminate on March 1 with respect to Resident and Resident's dependents). At the time Resident gives such notice, Resident must furnish Landlord with a copy of the servicemember's military orders proving eligibility for the Limited Exception under paragraph 20B(i) or (ii). Military permission for base housing does not constitute a permanent change of station order. The release under this subsection applies only to the Resident in U.S. military service and such Resident's dependents (including Resident's spouse).

C. Death of All Residents. If all Residents are no longer living, this Lease shall terminate upon the death of the last such Resident, except for those provisions of Section 15 applicable to a deceased Resident's personal property.

D. Limited Cancellation Rights. A Resident who has occupied the Apartment Home for more than 13 months may terminate this Lease upon 60 days prior written notice to Landlord if:

- (i) Resident has become eligible during the Lease Term to take possession of a subsidized rental unit in senior citizen housing and provides Landlord with written proof thereof; or
- (ii) Resident has become incapable during the Lease Term of living independently, as certified by a physician in a notarized statement.

Election to cancel under this paragraph is limited to the Resident to whom the foregoing applies, and this Lease shall continue in full force and effect for the remaining Residents

E. Limited Exception – Domestic Violence. A Resident may be released from this Lease if Resident has a reasonable apprehension of present danger to Resident or Resident's Child from domestic violence, sexual assault, or stalking. Landlord shall be entitled to review the police report or any other evidence supporting this claim.

## **21. MOVE OUT PROCEDURES**

A. Move Out Cleaning and Inspection. Resident shall comply with the terms of Landlord's move-out instructions and otherwise peacefully vacate and surrender possession of the Apartment Home in the same condition as when leased, except for ordinary wear and tear. Resident shall clean thoroughly the Apartment Home, including bathrooms, kitchen appliances, windows, furniture, patios, garage and storage rooms, to the same level of cleanliness that existed at the time Resident first took occupancy. After Resident vacates the Apartment Home, Landlord will inspect the Apartment Home and shall complete the Condition Form. Resident may request in writing that Landlord conduct the inspection in Resident's presence by giving Landlord at least 5 days notice prior to Resident's vacating the Apartment Home. Landlord shall then inform Resident, in writing, of the date and time of the inspection. Any verbal estimate of repairs, charges or deductions given by Landlord's Related Parties shall not bind Landlord.

B. Deductions. Landlord may deduct the following items from the Deposit:

- (i) Landlord's actual expenses for repairs and damages beyond normal wear and tear to the Apartment Home or its contents;
- (ii) any unpaid Rent or Rent due for premature termination of this Lease, and
- (iii) any utility bills not paid by Resident.

If lawful deductions exceed the total amount of the Deposit, Resident shall pay such excess amount upon written demand by Landlord.

C. Surrender. "Surrender" or "vacating" of the Apartment Home shall occur upon the first to occur of the following events:

- (i) all Residents who signed this Lease live elsewhere and the Lease Term has expired or been terminated; or
- (ii) all keys, access cards and remote openers have been turned in.

## **22. MISCELLANEOUS**

A. Eminent Domain. If the Apartment Home is taken through the power or threat of the power of eminent domain, the monthly Rent and other amounts due under this Lease shall be paid by Resident to the date of ouster from the Apartment Home, at which time this Lease shall terminate. The taking of part of the Community, but not the Apartment Home, by the power or threat of the power of eminent domain shall not terminate this Lease or be deemed constructive eviction of Resident. In the event of a taking of the Apartment Home, the entire award for damage to the Apartment Home, both leasehold and reversion, shall be the sole property, right and cause of action of the Landlord, and Resident hereby assigns and conveys to Landlord all of Resident's right, title and interest, if any, in and to any joint award made pursuant to any such proceedings and authorizes Landlord in the name of Resident to pursue such award for damages and to execute in Resident's name any instrument that may be required to recover such award.

B. Casualty. If the Apartment Home becomes unfit for occupancy, as determined by Landlord, whether by casualty or otherwise, Landlord may refuse to repair the same and, by giving written notice to Resident, terminate this Lease.

C. Notice Requirement. All notices by Resident to Landlord or Landlord's Representative shall be in writing and delivered to the location where Rent is paid or to Landlord's E-Mail Address. Except for a notice to vacate, notices by Landlord to Resident shall be firmly affixed to the Apartment Home's door or delivered to the Apartment Home or to such other address as Resident may have designated by written notice received by Landlord. Facsimile signatures are binding on all notices.

D. Entire Agreement. This Lease, together with the Definition Annex, and Community Rules, and addenda and exhibits attached to this Lease, are a part of, and constitute, the entire agreement between Landlord and Resident with respect to the lease of the Apartment Home, and are considered the "Lease" for this agreement. No prior or contemporaneous agreements or understandings are effective for any purpose. The Lease may not be amended or supplemented except by an agreement in writing signed by Resident and Landlord. No statement of any of Landlord's Related Parties shall modify, add, or delete provisions of this Lease unless in writing signed by Resident and Landlord. This Lease may be executed in multiple copies.

E. Rental Application. Resident represents and warrants that all of Resident's statements in the rental application are true and correct and understands that Landlord relied upon these statements in the execution of this Lease. If this Lease is executed prior to approval of Resident's rental application by Landlord, this Lease shall not become effective until Landlord has either tendered the Apartment Home to Resident or approved Resident's application(s) in writing. If any information stated in the rental application changes during the Lease Term, Resident shall immediately notify Landlord in writing of the change.

F. Non-Recourse Obligation of Landlord. In no event shall Landlord be liable to Resident for any damages, costs or expenses in excess of Landlord's interest in the Apartment Home. All judgments against Landlord shall be enforced only against such interest and not against any other present or future asset of Landlord. Resident waives any right to make any Claim against or seek to impose any personal liability upon any of Landlord's Related Parties.

G. Waiver. The waiver by Landlord of any term contained in this Lease shall not be effective unless in writing and signed by Landlord, and any such waiver shall not be a waiver of any other term or any subsequent breach of the same or any other term of this Lease. Landlord's consent and/or approval to a breach by Resident may only be established by a writing and not by course of conduct. The acceptance of Rent or other amounts due from Resident to Landlord shall not be deemed a waiver of any preceding default by Resident of any term of this Lease, other than the failure of Resident to pay the particular Rent or amount so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such Rent or other amounts.

H. Landlord's Representative. Landlord's Representative acts only as agent for Landlord. Responsibility for all obligations of Landlord, including Deposits, rests entirely with Landlord. Landlord's Representative shall have all the rights, powers and benefits of Landlord under this Lease.

I. Binding Effect. The covenants and conditions contained in this Lease shall inure to the benefit of and bind the successors and permitted assigns of the parties to this Lease.

J. Jurisdiction/Governing Law. Except as set forth in the section entitled "Arbitration," Landlord and Resident agree that any action to enforce or interpret, or related to, this Lease shall be brought in a court of competent jurisdiction in the state in which the Property is located. Landlord and Resident consent to personal jurisdiction and venue in such courts. This Lease shall be governed by and construed in accordance with the laws of the state where the Community is located, without giving effect to the principles of conflict of laws thereof.

K. Continuing Liability. No termination or expiration of this Lease shall relieve Resident of any obligation to pay or reimburse sums to Landlord or to indemnify or hold harmless or defend Landlord's Related Parties from any Loss, where such obligation accrues or arises prior to such termination or expiration of this Lease.

L. Assignment By Landlord. Nothing in this Lease restricts Landlord's right to sell, convey, ground lease, hypothecate, assign or otherwise deal with the Apartment Home or Community or Landlord's interest under this Lease. Except as provided in Section 4.B., a sale, conveyance, or assignment of the Apartment Home or Community will release automatically Landlord from liability under this Lease. Resident shall look solely to Landlord's transferee for performance of Landlord's obligations relating to the period after such effective date. This Lease will not be affected by any such sale, conveyance, ground lease hypothecation or assignment, and Resident will attorn to Landlord's transferee. Resident accepts the Apartment Home subject to and subordinate to any existing or future recorded mortgage, deed of trust, easement, lien or encumbrance, or, if determined by any lender, superior to any existing or future mortgage or deed of trust.

M. Standard of Decision. Unless otherwise expressly provided in this Lease, if Landlord has discretion with respect to any matter, or any consent or approval is to be made by Landlord, such discretion, consent or approval shall be in Landlord's sole, subjective discretion.

N. Examples Are Not Limitations. All examples of items or matters included in a description are given as examples only, without limitation as to the description given of such matter.

O. **DISCLOSURE OF RESIDENT INFORMATION, RESIDENT ACKNOWLEDGES AND AGREES THAT LANDLORD MAY DISCLOSE INFORMATION WITH RESPECT TO RESIDENT AS REQUIRED BY LAW (SUCH AS SEARCH WARRANTS OR SUBPOENAS), IN COMPLIANCE WITH LAW ENFORCEMENT REQUESTS OR LEGAL NOTICES, WITH RESPECT TO AFFORDABLE OR SUBSIDIZED HOUSING-RELATED GOVERNMENT REQUESTS OR AS AUTHORIZED BY RESIDENT, INCLUDING RENTAL HISTORY.**

P. Background Investigation. Resident acknowledges and agrees that, as stated in Resident's rental application, and to the extent permitted by law, Landlord may request an investigative consumer report containing information obtained through personal interviews with Resident's landlord, employer or others with whom Resident is acquainted. This inquiry may include information as to Resident's character, general reputation, personal characteristics, mode of living and credit report. The federal Fair Credit Reporting Act requires Landlord to provide Resident with additional information about the nature and scope of the investigation if Resident provides a written request of Landlord within a reasonable time. In addition, upon written request, Landlord will notify Resident if an investigative consumer report has been obtained relating to Resident, and provide Resident with the name and address of the consumer reporting agency that prepared the report. Resident also may request a copy of any consumer report or investigative consumer report relating to Resident directly from the consumer reporting agency. Resident acknowledges that it received a summary of Resident's rights under the Fair Credit Reporting Act when Resident executed Resident's rental application. Resident authorizes Landlord, or its agent, attorney or assign to order and review one or more consumer reports relating to Resident (including credit history, criminal history and rental history, including other

properties owned by property owners affiliated with Landlord). **Resident authorizes Landlord, or its agent, attorney or assign to order or prepare, and review, investigative consumer reports relating to Resident. Resident understands and authorizes Landlord, or its agent, attorney or assign to continue to obtain or prepare consumer reports and investigative consumer reports on Resident for the duration of this Lease and at any time thereafter, including for the purposes of collection of amounts Resident may owe under any lease or other agreement. Resident further authorizes and directs all employers, financial institutions, banks, creditors, and residential managers/landlords to release any and all information relating to Resident to Landlord or its agent, attorney or assign. The provisions of this section shall survive the termination of this Lease for the purpose of Landlord pursuing remedies against Resident for breach of this Lease.**

Q. State Law. To the extent that federal law or the laws of the state, county or municipality in which the Community is located impose any requirement on Landlord or Resident that is contrary to any provision of this Lease or prohibit the inclusion in any lease of any provision included in this Lease, this Lease shall be deemed to be amended so as to comply with such law. The reformation of any provision of this Lease shall not invalidate this Lease. If an invalid provision cannot be reformed, it shall be severed and the remaining portions of this Lease shall be enforced.

R. Fair Housing. Landlord adheres to the federal Fair Housing Act and Michigan's Civil Rights Act which stipulate that it is illegal to discriminate against any person in housing practices because of race, color, religion, sex, national origin, disability, familial status, age or marital status. The requirements of these and all other federal, state and local laws pertaining to civil rights of the Community's applicants and residents will be followed during all leasing and management activities of the Community.

S. Prorations. Any proration of Rent under this Lease shall be calculated by dividing the Rent by 30 days and multiplying that amount by the applicable number of days in the month.

T. Other Deposits. If Landlord collects a deposit, other than the Deposit, pursuant to an addendum or this Lease (an "**Other Deposit**"), then such Other Deposit shall, to the maximum extent permitted by law, not be subject to the provisions of this Lease governing a "security deposit", including any obligation to accrue and pay interest on a "security deposit" to Landlord. Landlord may, to the maximum extent permitted by law, apply the Other Deposits to any amounts owed by Resident to Landlord. Notwithstanding the foregoing, the aggregate amount of the Deposit and any Other Deposit shall not exceed one and one-half times the monthly Rent due under this Lease.

U. Unfurnished Apartments. The Apartment Home shall be unfurnished at the start of the Lease Term, and it will be Resident's sole responsibility to furnish the Apartment Home.

V. Amendment. This Lease may only be amended in writing, signed by all parties; except that on 30 days' written notice to Resident, Landlord may (a) amend this Lease to conform with changes required by federal, state, or local law, rule, or regulation or to implement changes in rules relating to the Apartment Home that are required to protect the physical health, safety, or peaceful enjoyment of other Residents and guests and (b) increase required rental payments to cover additional costs incurred by Landlord in operating the premises because of any increase in ad valorem property taxes, charges for electricity, heating fuel, water consumed at the property, or increases in premiums paid for liability, fire, or worker compensation insurance. Upon giving such notices, this Lease is deemed amended in accord with the terms specified in the notice. If the new rental rate starts other than on the first day of a calendar month, the amount of increase due from the start date to the first of the next calendar month will be pro rated on a 30-day-month basis and due as part of the rent installment for that next calendar month.



