

RESIDENTIAL LEASE

TENNESSEE RESIDENTIAL LEASE FORM V.2019-4
Coldwell Banker Pryor Realty, Property Manager
2125 Hickory Valley Road
Chattanooga, TN 37421

READ CAREFULLY
THIS LEASE CONSTITUTES A BINDING CONTRACT

THIS LEASE, entered into this _____ day of _____, 20____ by and between _____ ("Landlord"), and all and each of the occupants listed on the signature page below ("Tenant").

WITNESSETH:

Premises

1. Premises. Landlord does hereby demise and rent unto Tenant, and Tenant hereby leases from Landlord those certain premises located at _____, unit _____, _____, Tennessee ("Leased Premises") for the term commencing _____, and ending _____.

Term

2. Term. The Term of the Lease shall be [initial on proper selection]:

_____ 12 month lease

Use

3. Use. Tenant shall use the Leased Premises as a residence and for no other purpose. No more than _____ persons are permitted to reside in the Leased Premises. The Leased Premises and Common areas (as hereinafter defined) shall be used only and exclusively for lawful purposes and no part of the Leased Premises or common areas shall be used in any manner whatsoever for any purposes in violation of the laws, ordinances, regulations, or orders of the United States, State of Tennessee, _____ County, or any duly constituted subdivision, department or board thereof. Tenant shall comply with all such laws, ordinances, regulations, or orders now in effect or hereafter enacted or passed during the term of this lease which are applicable to the Leased Premises and common areas. Failure to comply with this provision shall be deemed to terminate the lease at the Landlord's sole discretion.

Rent

4. Rent. Tenant shall pay to Landlord, without demand and without any deduction or set-off, and at such address as Landlord may designate to Tenant from time to time, monthly rent in the amount of _____ Dollars (\$ _____) in advance on the first day of each month during the lease term. Payment shall be made by online payment only. Online payments shall incur an additional administrative transaction fee that is currently 2.75%, but may change without notice. Time is of the essence with respect to the payment of rent. In the event Tenant shall fail to pay when due any installment of rent within a five-day grace period beginning the day the rent was due, a late fee in the amount of ten percent (10%) of the rent past due shall accrue. The late fee shall be paid by Tenant to Landlord at the time of payment of the past due rent. However, if the last day of the grace period falls on a Sunday or legal holiday, as defined in § 15-1-101, no charge or fee for the late payment of rent will be charged provided that the rent is paid on the next business day. **TENANT HEREBY WAIVES NOTICE OF NON-PAYMENT OF RENT.**

If a lease period shall begin on the 2nd through 15th day of a month, Landlord will collect from Tenant an amount of rent equal to the pro-rated rent for the remainder of that month. If a lease period shall begin after the 15th day of a month, Landlord will collect from Tenant an amount of rent equal to the pro-rated rent for the remainder of that month PLUS the next full months rent. In all cases, Security Deposits shall be for a full month's rent as set forth in Section 21 below.

Returned Checks and Reversed Electronic Payments

5. Returned Checks and Reversed Electronic Payments. A charge of \$30.00 will be assessed for checks returned for insufficient funds and reversed electronic payments.

Quiet Enjoyment

6. Quiet Enjoyment. So long as Tenant shall pay the rent hereinabove provided and fulfill all the covenants and conditions of this lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises for the term of this lease.

Condition of Leased Premises

7. Condition of Leased Premises. Tenant acknowledges that Tenant has examined and inspected the Leased Premises and finds same to be in a fit, habitable and clean condition. Tenant accepts the Leased Premises in their "as is" condition and acknowledges that Landlord has made no representations or warranties either express or implied as to the condition or use of the building, the Leased Premises or common areas.

Delivery of Possession

8. Delivery of Possession. It is agreed that if Tenant shall be unable to enter into and occupy the Leased Premises at the time above provided by reason of said Leased Premises not being ready for occupancy, or by reason of the holding over of any previous occupant of the Leased Premises, or as a result of any cause or reason beyond the control of Landlord, Landlord shall not be liable in damages to Tenant therefor, but during the period that Tenant shall be unable to occupy said Leased Premises as hereinabove provided the rental for such period shall abate. If Landlord is unable to deliver possession of the Leased Premises to Tenant within thirty (30) days after the date specified for the commencement of the lease term, either party may cancel and terminate this lease.

Maintenance and Repairs

9. Maintenance and Repairs. Tenant covenants and agrees that at all times during the term the Leased Premises shall be maintained in a good, clean and sanitary condition, free of trash, garbage and debris. Tenant shall repair all damage to the Leased Premises, at its sole cost and expense, and to the reasonable satisfaction of Landlord, if such damage shall be caused by the act or omission of Tenant, Tenant's family, invitees, licensees, agents, servants, contractors, or visitors.

Casualty

10. Casualty. If the Leased Premises are damaged or destroyed by fire or other casualty to an extent that the use of the Leased Premises is substantially impaired, Tenant may immediately vacate the premises and may terminate this lease upon written notice to Landlord given within fourteen (14) days of Tenant's vacation of the Leased Premises. In the event Tenant remains in possession of the Leased Premises, rent shall be reduced in proportion to the impairment of use of the Leased Premises until same are repaired.

In the event the Leased Premises are damaged by fire or other casualty or in the event the building of which the Leased Premises are a part is damaged by fire or other casualty (whether or not the Leased Premises are damaged) and Landlord elects not to restore, repair and rebuild, Landlord may terminate this lease by giving written notice to Tenant, whereupon Tenant shall promptly vacate the Leased Premises. Rent shall be paid through the date Tenant vacates.

Renter's Insurance

11. Renter's Insurance. Prior to occupying the Premises, the Tenant shall obtain Renter's Insurance in an amount of at least \$10,000. Landlord is in no way responsible for damage to Tenant's property and will not provide fire or casualty insurance for Tenant's property.

Right of Entry

12. Right of Entry. Landlord, its agents, janitors, employees and contractors may enter the Leased Premises at reasonable hours with pass key or otherwise to examine same or to make repairs, for pest control, landscaping, or other reasonable reasons. Within the final 30 days of the termination of this lease, Landlord may enter to show the leased premises to prospective tenants upon notice to Tenant at least 24 hours before entry.

Assignment or Subletting

13. Assignment or Subletting. Tenant covenants and agrees that Tenant shall not assign Tenant's interest in this lease, nor sublet or transfer the Leased Premises or any part thereof. Any purported assignment or sublease shall be null and void. Tenant further covenants and agrees that Tenant will not allow anyone to share the Leased Premises, except as specifically permitted in this lease nor shall Tenant keep roomers or boarders.

Condemnation

14. Condemnation. If the whole or any part of the Leased Premises shall be taken by any competent authority for any public or quasi-public use or purpose, the term of this lease shall cease and terminate from the date when possession of the part so taken shall be required for such use or purpose. All damages awarded for such taking shall belong to and be the property of Landlord. Tenant shall not be entitled to any sum from Landlord or the condemning authority as compensation for the loss of the unexpired term of this lease nor for any other damages.

Tenant's Negligence

15. Tenant's Negligence. Tenant agrees that Landlord shall not be liable for any damage or injury to Tenant, Tenant's family, agents, licensees, invitees or contractors or to any person entering the common areas, the Leased Premises or the building of which the Leased Premises are a part nor for damage or injury to any personal property therein or thereon resulting from any act or omission of Tenant, Tenant's family, agents, licensees, invitees or contractors, and Tenant agrees to indemnify and save Landlord harmless from all such claims and demands.

Rules and Regulations

16. Rules and Regulations. Tenant covenants and agrees that all rules and regulations made known to Tenant in writing herewith, or hereafter adopted by Landlord and made known to

Tenant, shall have the same force and effect as covenants of this lease, and Tenant covenants that Tenant, Tenant's family and guests will observe all such rules and regulations.

Vacating Upon Termination

17. Vacating Upon Termination. Tenant agrees that upon expiration of the term of this lease, or upon the earlier termination of the lease for any cause, Tenant will at once peacefully surrender and deliver the Leased Premises together with all improvements thereon to Landlord in the same condition as received, ordinary wear and tear excepted.

Holdover Tenancy

18. Holdover Tenancy. Tenant covenants that Tenant's occupancy of the Leased Premises beyond the term of this lease shall not be a renewal of this lease, but that the acceptance by Landlord of rent accruing after the expiration of the term of this lease shall be considered as a renewal of this lease for one month only and for successive periods of one month only; provided, however, Landlord may, in its sole discretion, give Tenant notice in writing at any time during such holdover tenancy of an increase in monthly rent, and upon the giving of such notice, Tenant shall pay the increased monthly rent effective as of the first rental payment date more than thirty (30) days after such notice.

Right to Mortgage

19. Right to Mortgage. Landlord may encumber the Leased Premises, the building in which the Leased Premises are located, and the land by deed(s) of trust or otherwise, and upon such terms and conditions as Landlord may desire, and any such deed(s) of trust so given shall be superior to this lease and the rights of Tenant herein.

Default

20. Default. Should Tenant fail to pay the rent or any part thereof as the same becomes due under this lease, or if Tenant shall frequently fail to pay the rent when due, or if Tenant shall violate any other term or condition of this lease, Landlord shall then have the right, at its option, to re-enter the Leased Premises and/or terminate this lease; provided, however, that any such re-entry or termination shall not bar Landlord's right of recovery of rent or damages for breach of this lease, nor shall the receipt of rent after breach of this lease be deemed a waiver nor estop Landlord from terminating this lease and/or recovering damages. If Landlord accepts any partial payment of rent, such payment is accepted with reservation. If Landlord accepts rent with knowledge of a Tenant default, such rent is accepted with reservation. If any monies are paid after legal proceedings have been instigated, these monies are accepted by Landlord with reservation. **Tenant hereby waives notice of demand for possession of the Leased Premises**

in the event of default. To entitle Landlord to re-enter it shall not be necessary for Landlord to give notice of rent being due and unpaid, or of other conditions or covenants broken, nor to make demand for rent, the execution of this lease by Tenant being sufficient notice of the rent due and demand for the same.

It is agreed that if the Leased Premises shall be abandoned or become vacant during the term of this lease, Landlord shall have the right, at its option, to take possession of the Leased Premises, and let or relet the same, and apply the proceeds received from such letting toward the payment of the rent due under this lease; and such re-entry and reletting shall not discharge Tenant from liability for rent, nor from any other obligations of Tenant under the terms hereof. Tenant shall be deemed to have abandoned the Leased Premises if Tenant is absent from the Leased Premises for thirty (30) days or more without payment of rent.

At the option of Landlord and upon the default of Tenant, the rent for the entire term shall at once become due and payable, and Landlord may proceed to the collection of rent for the entire term as if by the terms of this lease the rent for the entire term should be made payable in advance.

If Tenant shall at any time be in default hereunder, and if Landlord shall deem it necessary to engage attorneys to enforce Landlord's rights hereunder, Tenant shall reimburse Landlord for the reasonable expenses incurred thereby, including but not limited to court costs and reasonable attorney's fees.

Security Deposit

21. Security Deposit. Tenant shall pay a security deposit equal to one full month's rent as security for the performance of Tenant's obligations under this lease (that is, an amount equal to a full month's rent, not taking into account any pro-rated rent for an initial month. Tenant shall pay the security deposit concurrent with the application for Lease or before taking possession of the property, including keys to the apartment unit. Tenant agrees that said security deposit shall be held without interest. The security deposit will be deposited by Landlord at Pinnacle Financial Partners, Chattanooga, Tennessee. To the extent that the application for Lease is not approved, the security deposit shall be returned to Tenant. To the extent that said sum is not applied to the performance of Tenant's obligations hereunder, said sum shall be returned to Tenant after expiration of the term. Tenant covenants and agrees that said security deposit shall not be deducted from the final month's rent. Failure to return the Leased Premises to Landlord in a clean condition will result in a cleaning charge, which at Landlord's option, may be deducted from Tenant's security deposit.

Common Areas

22. Common Areas. Tenant, Tenant's family, invitees, licensees, and visitors shall have the non-exclusive right, in common with Landlord and others to whom Landlord has or may

hereafter grant rights, to use the yard and other outside areas ("common areas") owned by Landlord surrounding the building in which the Leased Premises are located.

Landlord's Agent and Notices

23. Landlord's Agent and Notices. The name and address of the person or firm authorized to manage the premises, as well as the name and address of the person or firm authorized to accept service of process and for receipt of notices and demands is: 3LPM, LLC dba Coldwell Banker Pryor Realty, located at 2125 Hickory Valley Rd. Chattanooga, TN 37421.

All such notices and demands shall be in writing and shall be either hand delivered or given by U.S. Mail.

Non Waiver

24. Non Waiver. Failure of management to insist upon strict compliance with the terms of this agreement shall not constitute a waiver of management's right to act on any violation hereof.

Remedies Cumulative

25. Remedies Cumulative. All remedies under this agreement of law or in equity shall be cumulative.

Attorney's Fees

26. Attorney's Fees. If either party institutes legal action under this agreement, the prevailing party shall receive reasonable attorney's fees in addition to court and other costs from the other party.

Occupants

27. Occupants. All adult occupants of the Premises are required to qualify as tenants and sign the Lease Agreement.

Gender

28. Gender. It is agreed that while the singular pronoun only is used in this lease, it shall be construed as either masculine, feminine or neuter, and as either singular or plural, as might be applicable to the parties to this lease.

Entire and Binding Agreement

29. Entire and Binding Agreement. This lease contains all of the agreements between the parties hereto, and it may not be modified except in writing signed by all the parties. The terms, covenants, and conditions contained herein shall inure to the benefit of the parties hereto and shall be binding upon Landlord and Tenant and their respective successors and assigns, except as may be otherwise expressly provided.

Radon Gas Disclosure

30. Radon Gas Disclosure. As required by law, Landlord makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in _____ (if applicable). Additional information regarding radon and radon testing may be obtained from your county public health unit.

Lead Paint Disclosure

31. Lead Paint Disclosure. "Housing built before 1978 may contain lead-based paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before leasing pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."

Credit Check

32. Credit Check Authorization. By signing the application for a lease or this Lease Agreement, each prospective tenant agrees and authorizes the Landlord or property manager to perform a credit report check upon the prospective tenant for creditworthiness to be able to lease the Premises.

Miscellaneous Provisions

33. Miscellaneous. This Lease Agreement shall be interpreted under the laws of the State of Tennessee. In the event that one or more provisions herein are deemed to be unenforceable, all of the other provisions shall be severed and shall survive in full force and effect. This Lease

Agreement may be executed in counterparts, with each counterpart being considered a part of the entire executed Lease Agreement. This Lease Agreement may be signed by electronic signature.

34. Rules and Regulations. Landlord shall promulgate rules and regulations for the Premises. Such Rules and Regulations are an integral part of this Lease and are included herein by reference. These Rules and Regulations may be changed from time to time without notice and it is the responsibility of the Tenant to understand and follow them. By executing this Lease Agreement, Tenant acknowledges that he or she has read and understood the Rules and Regulations and agrees to abide by each of them.

EXECUTION NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this lease on the day and year first above written.

LANDLORD:

By:

Title: _____

TENANT:

[list the name, social security number, and signature of each adult residing at the Premises]

By:

Social Security Number

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

CO-SIGNER AND GUARANTOR

Co-signer and Guarantor

Parking Assignment:

Spaces

Coldwell Banker Pryor Realty Property Management

RULES AND REGULATIONS

The following rules have been established for the benefit of all residents of the Community. They are intended to contribute to preserving a clean and attractive environment, and to assuring the peaceful enjoyment of the Community. Therefore, in fairness to themselves and to their neighbors, all residents and their guests are expected to abide by the following schedule of rules.

1. Additions to Exterior of Buildings and Structural Changes. Changes affecting the appearance of the exterior of any building, such as decorations, awnings, signs, sun shades, air conditioning equipment, fans, screens, balcony or patio covers and enclosures, or similar changes shall be made only with the consent of management. To this end no materials shall be installed at or around any window area except standard drapery material. No exterior television or radio antennas shall be allowed. No structural changes to the interior or exterior of the building shall be made without first having obtained the consent of management. No person shall mark, paint, drill into, or in any way injure, deface or damage any wall, ceiling, door, frame, partition, floor, wood or metalwork, wiring fixture, plumbing and/or any equipment.

2. Noise. No person shall make or permit any improper noise or disturbance of any kind within the Community; produce objectionable odors; nor do permit anything to be done that will interfere with the rights, comforts or convenience of other residents. To this end no musical instrument of any kind shall be brought into the Community without the express written permission of management, except a radio, phonograph or television set. Residents and their guests will be expected to reduce noise levels after 9:00 p.m. (until 8:00 a.m.) so that neighbors are not disturbed. At no time are musical instruments, radios, phonographs or IVs to be so loud as to become a nuisance.

3. Littering and Trash Disposal. There will be no littering. Paper, cans, bottles, cigarette butts, and other trash are to be deposited only in trash containers, and under no circumstances are such items to be dropped or left on the ground or other common area in the Community. No garbage or refuse and/or waste matter shall be removed from an apartment except to such place and in such manner as management shall direct and in no event shall garbage or refuse be allowed to remain in an apartment overnight. No person shall sweep or throw anything out of any window or door or into any public hall or stairway or off a balcony. All trash shall be placed in plastic garbage bags.

4. Maintenance of Patios and Balconies. Each resident will be responsible for keeping the patio and/or balcony in a clean and sanitary condition.

5. Outdoor Equipment. Sporting goods, cooking equipment, lawn furniture, and other personal articles and equipment shall not be left outside (except on a fully enclosed patio or balcony), and when in use outside shall be maintained and used in such a fashion as to meet the standards established by the management from time to time. No antenna or satellite dish shall

be erected on the roof, exterior walls or the common areas without Landlord's prior written consent.

6. Clothes lines. No clothes, linens or similar materials shall be hung or otherwise left or placed outside or on balconies or patios, except as management may allow during specified periods when airing of clothes and other items may be essential. No such articles shall be placed in an apartment or on the balcony or patio adjacent thereto, so as to be exposed to public view, i.e., no linen, cloth, clothing, curtain, rug or mop shall be hung (or shaken) from any window or door or balcony or patio.

7. Lawn Care. Lessees are responsible for maintaining the lawn on the Premises at their own expense. If Lessees fail to maintain the lawn, shrubbery, or other landscaping in good, trimmed, and attractive condition, Lessor reserves the right to have lawncare performed at Lessee's expense.

8. Outside Activities. There shall be no use of the areas outside the buildings within the Community which injures or scars the same or the plantings thereon, increases the maintenance thereof, or causes unreasonable embarrassment, disturbance or annoyance to the other residents and their guests within the Community. Further, to assure such enjoyment, no group of children, adolescents, or adults will be allowed to congregate other than in those areas which are specifically designated as "recreational" by management. There shall be no organized sports activities, or picnicking or fires, except in areas approved by management. A charcoal fire in a protective metal barbecue container may be used on the patio of those apartments which have patios, away from the overhang of the balconies above, providing it is carefully guarded and not hazardous to buildings or other property in the Community. Under no circumstances may a fire of any kind be lighted or maintained and under no circumstances may a person do or permit anything within the Community which would be in violation of any regulation of the local Fire Department or Fire Law, ordinance, rule or regulation pertaining to the same which now exists or is hereafter promulgated by any public authority or by the Board of Fire Underwriters, or which will increase or tend to increase the risk of fire or the rate of fire insurance. The sidewalks, parking areas, drives, roadways, entries, courts, corridors, stairways and fire escapes shall not be obstructed or encumbered, nor used for children's play, nor for any other purposes than ingress and egress. There shall be no pools, whether above or below ground, permanent or temporary (including children's pools, with the exception that children's temporary or inflatable pools may be used only on the driveway or concrete or paved patio).

9. Waterbeds. No waterbeds of any kind are permitted on the Premises.

10. Smoking. THIS UNIT IS A NON-SMOKING UNIT. There is no smoking of cigarettes, pipes, cigars, e-cigarettes, vaping

11. Parking Area. If applicable, parking areas have been designated for residents' vehicles. i.e., currently registered privately-owned cars. Motorcycles, motor or mini-bikes, campers and trailers and unregistered cars are prohibited without the express written consent of management. All vehicles, when not in use, must be kept within designated parking locations. Any unauthorized vehicles parked in unauthorized areas within the Community will be towed at the

owner's expense. And under no circumstances may a motorcycle, mini-bike or motor scooter be inside an apartment.

12. Speed Limit. The speed limit for all vehicles within the Community is **mph.**

13. Guests and Family Members. Lessees will be held responsible for the actions of their guests as well as members of their families. If occupancy by guests or members of the family of Lessees creates a nuisance to other residents, then management shall have the right to request that such guests or members of the family of Lessees leave. Responsibility for such supervision shall rest with the Lessee who is the host of such guests or whose family said person is a member of. Any guest, family member, or other person residing at the Premises for a period of at least fourteen (14) days out of any thirty (30) day period will be considered an occupant and tenant under this lease and is subject to the written approval of landlord, and is required to sign this lease.

14. Canvassing, Peddling or Soliciting, No Home Businesses. No person including any Lessee, shall enter, or go through, any apartment or building for the purpose of canvassing the residents, or for the purpose of vending, peddling or soliciting orders for any merchandise, book, periodical, or circular of any kind or nature whatsoever; or for the purpose of soliciting donations or contributions for, or distributing any handbill, pamphlet, circular, tract, book, notice or advertising matter: provided, however, that such canvassing, vending, peddling, soliciting or distribution may be made with the written consent of management. No home businesses shall be permitted to be operated out of the premises, with the exception of persons working from home for a business operating at another location, as long as such activities are permitted by the restrictive covenants, HOA rules, and zoning and other ordinances.

15. Consent Revocable. Any consent or approval of management given under these Rules shall be revocable at any time.

16. Plumbing. The water closets, basins and other plumbing fixtures shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rag or any other improper article be thrown into same. Any damage resulting from misuse of such facilities shall be paid by the resident by whom or in whose apartment the damage shall be caused. Water shall not be left running in the kitchen, bathroom, laundry or elsewhere. Each Lessee agrees to report all plumbing defects to management immediately, and to be responsible for all damages resulting from his own negligence. Tenant shall keep the inside of the Leased Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures inside the Leased Premises.

17. Complaints. Complaints of violations of these Rules should be made to management either verbally or in writing. Neither the Lessor/Owner of the Community nor any of its agents, servants, or employees, shall be responsible to any resident for any non-observance of rules, regulations and conditions on the part of other persons.

18. Advertising. No sign, signal, illumination, advertisement, notice or any other lettering shall be exhibited, inscribed, painted, attached, affixed, installed or exposed on or at any window or on any part of the outside of any apartment or any building.

19. Laundry. Laundry facilities and drying apparatus shall be used in such manner and at such times as management may direct.

20. Smoking. THIS UNIT IS A NON-SMOKING UNIT. There is no smoking of cigarettes, pipes, cigars, e-cigarettes, vaping, marijuana (for any reason) or any other type of smoking device allow inside this unit. Violation of this rule shall result in a smoking penalty of **Ten Thousand Dollars (\$10,000)** as liquidated damages and to account for smoke damages, repair, and remediation costs.

21. Home Owners Associations. If the Premises are a part of a condo or home owners association, all Lessee's must comply with all of the rules and restrictions of the association.

22. Pets. Unless otherwise noted in the Pet Rider, house pets are not allowed. Service animals as defined by the Americans With Disabilities Act ("ADA"), as amended from time to time, ("Service Animals") are allowed. Service Animals shall not be allowed to relieve themselves on walks or paved streets. The owner shall be responsible for the clean and sanitary removal of all feces to an appropriate trash receptacle. Service Animals shall not be tethered to the buildings, shrubs or trees, or otherwise left unattended outside. Each owner of a Service Animal shall hold the Owner of the Community and management harmless against loss or liability for any actions of his pets within the Community.

23. Renter's Insurance. Lessees agree to provide at least Ten Thousand Dollars (\$10,000) in renter's insurance on the Premises, naming the Lessor as an additional insured on the policy.

24. Passkey. Management may retain a passkey to each apartment. No resident shall alter any lock or install a new lock on any door leading into an apartment without the prior consent of management. If such consent is given, the resident shall provide management with a key for its use. Locks changed without prior written consent will be removed and replaced at resident's expense.

25. Utilities. Tenant covenants and agrees that Tenant shall pay for all utility services delivered to the Leased Premises during the term of this lease as soon as same shall become due and payable, except for, which shall be furnished by Landlord.

26. Alterations. Tenant shall not paint, wallpaper or redecorate the Leased Premises, nor shall Tenant make any alterations or additions to the Leased Premises.

27. Absence. Tenant shall notify Landlord in advance of any anticipated extended absence from the Leased Premises in excess of seven (7) days.

28. Amendment. These Rules and Regulations can be revised in any way at any time by the Lessor/Owner of the Community as conditions warrant.

Exhibit A

SMOKING RIDER

Check one option:

€ THIS UNIT IS A NON-SMOKING UNIT. There is no smoking of cigarettes, pipes, cigars, or any other type of smoking device allow inside this unit.

€ THIS UNIT IS A SMOKING PERMITTED UNIT. Smoking is permitted inside this unit in compliance with all other rules and regulations of this Lease.

PETS RIDER

Check one option:

€ PETS ARE NOT PERMITTED IN THIS UNIT.

€ THE FOLLOWING TYPES OF PETS ARE PERMITTED IN THIS UNIT

Species/breed _____

Size _____

Other restrictions and rules _____

Tenant agrees to follow all rules and regulations regarding pets, including section 19 of the rules and regulations of this Lease above.