



LEASE CONTRACT ADDENDUM COMMUNITY POLICIES, RULES AND RELEASE

This Lease Addendum is attached to and made a part of your lease.

Welcome to your new home professionally managed by Mill Creek Residential. We hope these community policies acquaint you with the many services and facilities available to you. It's our goal to maintain a community where all residents are proud to call home. The management office is open to serve you and we request your assistance in maintaining high standards for your community.

Your lease contract is a very important document; you need to thoroughly read the lease contract and all addenda to the contract. Please contact the management office if you have any questions about the contract or addenda. Residents, occupants, and guests, must comply with all policies regarding use of the resident's dwelling and the common areas. There are policies contained in the lease and separate policies attached to the lease or provided to the resident(s) during the lease term. For purposes of this acknowledgment, "owner" includes the dwelling owner named in your lease, Owner and their respective partners, employees, officers, directors, agents and servants. "Lease" means the Lease Contract between owner and resident(s). "Home" means the, town home, apartment, or other space leased from owner, including garages.

Security: The Owner does not promise or warrant that owner will be aware of crime that happens in the area or even on property. Owner will try to notify the residents when owner becomes aware of a serious crime on the property. If you would like to obtain accurate crime statistics for this geographic area, the local police station will be able to accommodate your request as a matter of public record. Owner reserves the right to reduce, modify or eliminate any security system, security devices or service (other than those statutorily required) at any time and without notice; and such action shall not be a breach of any obligation or warranty on the part of the owner.

Access Gates: Your community may have access gates. If your community has access gates, you will be given separate instructions on proper operation of the gates including, codes, transmitters, and other information. Owner is not and shall not become liable to you, your family, your guests or other occupants of your home for any injury, damage or loss whatsoever which is caused as a result of a problem, defect, malfunction or failure of the performance of the access gates.

Mail & Deliveries: In the event that Owner accepts delivery of Resident's mail or packages, Resident releases Owner from all liability with respect to the acceptance or storage of any mail or packages. If you do not wish for us to accept your packages, please make arrangements with the carrier for delivery only to your home or office. Packages will be returned to sender if not claimed within seven (7) days of delivery.

Construction: In the event that the community is under construction, Resident agrees to observe all warning signs and blockades and stay away from the construction areas. Areas of construction will have machinery and equipment to be used by authorized personnel only. Entry into these areas by residents or their respective guests is strictly prohibited. Construction crews work throughout the days during the week and on weekends in order to complete construction. We thank you in advance for your cooperation and understanding if any inconveniences arise while we complete the construction process.

Barbeques: No hibachi, gas-fired grill, or other similar devices used for cooking, heating, or any other purpose, shall be used or kindled on any balcony, patio or under any overhanging portion or within 10 feet of any structure. Such devices may not be stored on the premises. Electric ranges, electric grills, or similar electrical apparatus shall be permitted.

Maintenance: Please report maintenance requests, including Pest Control, through the online Resident Portal or by calling the Leasing Office. Emergency maintenance service is provided 24 hours a day. Qualified maintenance personnel are on duty to handle most problems that may arise. Emergency service requests include: fire, flood, electrical shortage, sewer backups, broken locks or windows, exterior lighting failure, heat or air conditioning not working and a clogged toilet in an apartment with one bathroom. **Please note: Heat or Air Conditioning repairs can only be completed during daylight hours. Also, maintenance service requests cannot be completed if pets are left free or unattended in your apartment.**

Please be considerate when requesting after-hours maintenance. If the situation can wait until the management office opens, please wait and call or leave a message with the answering service. Routine maintenance requests may be called to the designated number or placed online (if applicable). Any situation of potential property damage or resident injury is considered an emergency. Owner reserves the right to determine whether a maintenance situation is an emergency. This provision shall not be construed as a waiver by Owner to require written notice of any repair requests. Resident acknowledges that this pertains to maintenance requests only; Resident agrees to contact the local law enforcement agency in the event of security-related concerns.

We will be glad to install any additional security devices identified in your lease; however, we require and request payment in advance. Our compliance with, or response to, any verbal request regarding safety matters shall not waive the strict requirements for written notices and requests relating to safety matters (such as exterior lighting, gates, locks, latches, alarm systems, and other similar systems).

1. Please do not make modifications to the walls, shelves, or closets without prior written approval from the management office.
2. Check breakers before calling in an electrical service request. If wall socket is out of order, check all light switches.
3. Care for your countertops. Never place burning objects, hot cookware or chop food directly on the surfaces.
4. Use cold water when running your disposal. Insert soft foods only. If your disposal does not work, try pushing the reset button on the bottom of it.
5. Remove excess food from dishes prior to using dishwasher. The disposal should be emptied before the dishwasher begins its cycle.
6. Keep all drains free of hair and grease. POUR KITCHEN GREASE IN A CAN, NOT DOWN THE SINK.
7. Do not use aluminum foil or metal in the microwave.
8. Do not cover range top drip pans with aluminum foil.
9. Only toilet paper should be flushed down your commode; paper towels, tissue, hygiene articles, etc. should be thrown in the garbage.
10. Use a shower curtain when taking a shower. Water on your bath floor could damage flooring, or flood the downstairs home.
11. Should your toilet overflow, turn off the valve immediately. This is the small faucet handle located on the wall near the base of the toilet. Call management immediately.
12. Utilize only those telephone outlets already available in your home.
13. Do not use candles or kerosene lamps for light. Only battery powered lighting may be used for lighting if electricity is interrupted or terminated.
14. General preventive pest extermination is available at the community. Please contact the maintenance hotline to be placed in the schedule for the next service.

Preventive maintenance will be conducted in your apartment home throughout your residency. These inspections are mandatory, access to the unit must be granted. You will be notified in advance in accordance with the notice requirement set by the local ordinances.

Obstructions & Trash: Keep all sidewalks, entrances, passageways and stairways around the property free from obstructions. A trash compactor is conveniently located adjacent to the parking garage. Please do not leave trash outside of your apartment door, on your patio/balcony or in the community common areas. We strongly enforce our no trash policy. Management will charge \$25 per bag or trash receptacles left on the common areas or grounds.

Patios & Balconies: Please keep patios/balconies clean. Patios/balconies are to be used for patio furniture and plants. Patios/balconies are not to be used for storage. Garbage bags, garbage receptacles, bicycles, toys, clotheslines or clothes hanging over balcony rails, and similar items are unsightly and may not be stored in patios/balconies. Smoking is not permitted on patios or balconies.

Garage, Carport and/or Storage: Upon reservation, Resident must sign a Garage, Carport and/or Storage unit addendum. The agreement shall be terminated immediately and conterminously with any apartment lease termination. The term of the addendum will be for a minimum of seven (7) months. Early termination will require a thirty (30) day written notice and a cancellation fee equal to one month's garage, carport or storage rent.

Town home residents must use their garage as their assigned parking space. Storage is only permitted when sufficient space is left to accommodate the vehicle(s).

Vehicles & Parking: Neither Owner nor the community is responsible for any damages that happen while parking on community property.

1. All vehicles must be registered with the Management office. Our office must be notified of any vehicle changes during your residency.
2. Resident must display the parking permit on the rear view mirror. One permit per Lease Holder, maximum two permits per apartment.
3. Vehicles may not protrude into the street when parked in a tandem space.
4. Please maintain your speed throughout the community at 10 MPH.
5. Only park your car in designated parking spaces.
6. Garages for town home units are considered designated parking spaces, not storage.
7. Parking is not permitted on the grass, yellow curb areas, fire lanes & sidewalks. Double parking or parking backwards is prohibited.
8. Local police and/or Parking Network Strategies will ticket your vehicle for parking in handicap spaces without proper identification.
9. Unsightly vehicles (flat tires, on blocks, broken windows or windshields, or otherwise in need of obvious repair) will be towed at owner's expense. All vehicles must be in driving condition with a current license plate.
10. Please do not wash or repair vehicles on the premises. Vehicles with excessive fluid discharge (oil, antifreeze, etc.) may not be parked at the Community.
11. Vehicles may not be stored on this property and any vehicle not moved within a 7-day period will be towed at the owner's expense.
12. Boats, trailers, recreational vehicles, motorized scooters, go carts or similar recreational vehicles are not permitted and will be towed at owner's expense.
13. Vehicles blocking trash enclosures, blocking another vehicle, or backed into a parking space are prohibited and may be fined and or towed. PODS are not permitted.
14. No trucks larger than pick-ups or vans are allowed to park within the community.
15. Commercial vehicles are not permitted
16. The parking located at the entrance to the Clubhouse is reserved for visitors to our Leasing Center.
17. Parking for mail pick up is strictly prohibited.
18. All guests on property after 10 p.m. must have a valid guest parking pass.

Keys: During normal business hours, the management office may allow residents entry into their home upon verifying photo identification against the lease file. The property does not respond to after-hour lockouts unless the key breaks off inside the lock or the key does not work. Otherwise, a local locksmith will need to be notified. Management must have a key to your apartment home at all times. If the lock is changed, you must provide us with a copy of your new key immediately. Additional locks may be added to your door ONLY with the permission of the resident manager, and must be installed by the management maintenance staff. A lock change will be completed after the required fee is received.

No Smoking. All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the dwelling community. All amenity areas are considered non-smoking.

Animals: Animals are not permitted on the premises unless approved by management in writing by separate agreement. Upon acquiring an animal, Resident must sign an animal addendum; a photo of the animal must be on file, an animal deposit and/or applicable animal fees paid. Service animals are not subject to an animal deposit or applicable animal fees. All pets must be registered with applicable local ordinances and property specific requirements. Aquariums will be permitted with a 20-gallon maximum on the first floor only and proof of insurance for the entire term of the lease.

If an unauthorized pet is allowed in the apartment home without Management's prior approval, Resident will be charged a penalty of \$100 in addition to the pet deposit and pet fees. Visiting pets are not permitted; a \$200 fine will be assessed and the pet may not return to the community unless it is properly registered.

Transfer: During Resident's current lease term, transfers from one apartment to another must be approved by Management. For consideration, Resident(s) must have fulfilled 6 months of residency, employment and income will be re-evaluated, must have paid rent on time consistently and apartment must be in good condition. If Management approves the transfer, Resident will need to sign a new lease, must provide written notice to vacate, complete applicable paperwork, pay any applicable transfer fee and pay a new Security Deposit. After Management has inspected the Unit, the appropriate portion of Resident's original Security Deposit will be refunded in accordance with applicable law.

Satellite Dishes & Cameras: Satellite dishes must be installed within the apartment or on a patio or balcony that is part of the apartment. You must not install a Device, or any related equipment or cable in a common area, on the roof or attached to an exterior wall. Device must be securely mounted on its own tripod stand and may not extend beyond the edge of the apartment, patio or balcony railing. You must not damage the apartment when installing your Device, cutting or drilling holes in any location is prohibited. Cameras are not permitted on any exterior portion of the dwelling unit.

Assignment and Subletting: Resident shall not assign or sublet all or any portion of this Lease or Resident's right to occupy the Unit to anyone.

Moving: All moving vans, trucks and other activity related to moving in or out of your home begins no earlier than 9 am and ceases by 8 pm Monday-Saturday. PODS are not permitted to park overnight at our community. The move-in/move-out inspection form will be completed on your move-in day and will list the condition of your home before you move in. The same form will be used after moving out of our community.

Loitering: Residents, occupants and guests are not permitted to loiter anywhere within the apartment community common areas.

Solicitation: All residents are prohibited from soliciting business, requesting contributions, or distributing propaganda on the property.

Guest & Gatherings: As a resident, you are responsible for your guest(s) behavior. Gatherings in the common areas are limited to two guests per apartment. The consumption of alcoholic beverages is restricted to the confines of your apartment home. Guests not accompanied by a resident will be asked to leave the property.

Zero Tolerance: Any arrestable offense or fighting of any kind will not be tolerated. Illegal drug use or the possession of illegal drugs is strictly prohibited. Guests staying more than 3 days in your home must be registered in the management office. Inappropriate behavior including but not limited to fighting, playing on fencing, graffiti, destruction of property, or other use of community property for other than designed use will not be tolerated. Open containers of alcohol are not permitted.

Window Coverings: Window coverings are provided by the community. Any uncovered window can only be covered by draperies with a white backing to maintain consistent window appearance. You are welcome to use your own window treatments in front of the provided window coverings. No stickers or decals are to be displayed in the windows.

Noise: Respect the privacy of your neighbors with regard to televisions, radios, and stereos. Gatherings must not become loud, boisterous, rude or generally disturbing to other residents. Residents playing loud music in their units, the common area or cars will be in violation of their lease and may be issued a citation for disturbing the peace.

Fitness Center, Playground, & Other Recreational Areas: All property recreational facilities are provided for the enjoyment of the residents and guests. Abuse of the facilities and or policies will not be tolerated. Management reserves the right to restrict, wherever necessary, resident's facility privileges. Keep skateboards, roller blades, and bicycles out of the courtyard and use in the areas designated for these activities. The facilities may include, but not limited to, the fitness center, playground, or other areas. Observe posted rules and the following policies:

1. All activities in any of the recreational areas are unsupervised. Use at your own risk.
2. Property owner(s) and management assume no responsibility for accident or injury.
3. You should consult your physician before participating in any physical exercise since inherent risks may be associated.
4. Persons under 16 years of age must be accompanied by a parent or responsible adult.
5. Please use equipment only in manner intended by the manufacturer.
6. Please notify the management office immediately if you believe any equipment is malfunctioning.
7. The fitness center should not be occupied by anyone not using the exercise facilities.

8. Recreational areas may be used by residents and up to 2 guests. Residents must supervise guests at all times.
9. Only drinks in plastic containers with lids are allowed. No food please.
10. Pets are not permitted unless approved by the management office.
11. Appropriate exercise shoes and clothing must be worn at all times. Swimwear when used for exercising is not appropriate. Management reserves the right to determine appropriate clothing.

In consideration of the right to use the recreational and health facilities and/or to participate in recreational activities and programs, including but not limited to sport courts, weight facilities and exercise, aerobic centers, activity centers (and all components thereof), swimming pool and Jacuzzis, fitness trails, playgrounds, clubhouses, etc., the undersigned acknowledges and agrees that neither Owner or Manager, or any of the Owner's or Manager's affiliates, agents, employees, partners, officers, successors or assigns (collectively, the "Waiver Recipients") shall be liable for claims, demands, costs or expenses arising out of any personal injury, property damage or loss which may be sustained by me or by any person who the undersigned allows to use the facilities, or by the undersigned (or their) personal representatives or dependents, whether or not caused in whole or in part by the active or passive actions of the Waiver Recipients or any cause whatsoever. In this regard, the undersigned agrees to assume all risks of such occurrence and to hold the Waiver Recipients harmless and to indemnify and defend them against any and all claims, liabilities, damages, liens and expenses (including, without limitation, reasonable attorney's fees) arising directly or indirectly from any such occurrences.

You hereby acknowledge that you have received approval from your physician to use the recreational and health facilities and/or participate in recreational activities. It is understood that fitness activities involve a risk of injury and even death and that you are voluntarily participating in these activities and using equipment with knowledge of the dangers involved. You hereby agree to expressly assume and accept any and all risks of injury or death.

Swimming Pool(s)/Spa: The pool(s)/spa are provided for your enjoyment. Resident(s) agrees to obey all rules and regulations pertaining to the use of the pool/spa established by the owner, and that you will instruct members of your household and guests to follow and adhere to such rules. Observe the posted rules and following policies:

1. Use the pool at your own risk.
2. No lifeguard or other safety personnel will be on duty at the swimming pool or spa at any time unless you receive notice from the management office stating otherwise.
3. Dial 911 for EMS or emergencies.
4. Posted pool hours are to be observed by all pool users.
5. Persons under the age of 16 must be accompanied and supervised by a parent or legal guardian at all times.
6. Pool area entry/exit gates may not be propped open, or otherwise rendered inoperable for any purpose, even temporarily.
7. Safety equipment is to be used only in case of an emergency.
8. No running, horseplay, loud noise or disturbing activities allowed.
9. Pool/spa may be used by resident(s) and up to 2 guests per home. Private gatherings exceeding this guideline are not permitted.
10. Residents must accompany and supervise all guests.
11. No glass permitted in pool/spa area.
12. No pets allowed in pool/spa area.
13. Proper swimming attire is required. Threads from improper bathing attire such as cut-offs or tank tops can cause drain clogs. If a drain clog occurs due to your attire, you may be subject to the resulting service charge to open the blockade.
14. Any individuals with skin abrasions, lesions, cuts, contagious skin or eye disease, or nose, ear, or communicable diseases may not use the pool facilities and will be strictly prohibited from pool entry.

Lease Contract: The lease contract is and will be subject and subordinate to the lien and provisions of any mortgages or deeds of trust now or hereafter placed against the property or against our interest or estate in the property, and any renewals, modifications, consolidations and extensions of such mortgages of you to effect subordination. If any mortgagee elects to have this lease prior to the lien of such mortgagee's mortgage or deed of trust, and given such notice of such election to you, this lease will be deemed prior to the lien of such mortgage or deed of trust, whether this lease is dated prior or subsequent to the date of such mortgage or deed of trust, or the recording thereof. You will execute and deliver upon request from us, such further instruments evidencing the subordination of this lease to any mortgage or deed of trust. In the event of foreclosure or the exercise of the power of sale under any mortgage or deed of trust against the property, you will, upon request of any person or party succeeding to our interest as a result of such proceedings, attorn to such successor in interest as landlord under this lease; provided, however, in no event shall you have the right to terminate this lease in the event of foreclosure by any lien holder of the property.

Rent: Rent is due on or before the first day of each month. A late charge of \$100.00 will be assessed if your rent is not paid in full by the 30th of the month. Payments made on or after the fourth (4th) of the month must be made by cashier's checks or money orders only. Concession for that month will be forfeited. If rent is not received by the third (3rd) of the month, a Fourteen Day Notice to pay or vacate will be posted on your apartment door (as required by legal statutes). At the expiration of the Fourteen Day Notice, we will forward the account to our attorneys to initiate eviction proceedings. If a check is returned for any reason, a returned check charge of \$75.00 will be assessed. Once two checks have been returned, all future payments must be made by cashier's check or money order for the remainder of the lease term. Online payment of rent is available at our website: www.AlisterQuincy.com.

Lease Term Notice: Resident or Landlord may terminate the Lease at the end of the initial Lease Term by giving the other party written notice of termination no later than sixty (60) days prior to the end of the initial lease term. If Resident fails to give notice as required and vacates the premises at the end of the lease term, Resident will be charged for the balance of the notice period in an amount based upon the daily pro-rata rental amount, such amount not to exceed two month's rent. Such charge shall be considered liquidated damages under the Lease Agreement.

Utilities: Water and Sewer are not included in your monthly rental rate. Management will set up your account directly with ConService. You will receive monthly invoices from ConService charging for your individual consumption. Invoices must be paid in conjunction with your rent on the first (1st) day of every month.

Elevators: Don’t overload an elevator. The weight load of each elevator is clearly posted inside the cab. Please step out if you find yourself in a tightly packed elevator. Don’t try to force elevator doors open. Attempting to force the elevator doors to open can cause injury. In an emergency; call for help. Every elevator is equipped with an emergency phone. All elevator emergency phones are answered by a monitoring company dispatcher who will immediately contact the proper authorities. In case of fire, do not use an elevator. Watch your step getting on and off an elevator. Make sure the elevator car is level with the floor. Don’t interfere with opening or closing doors. If the doors are closing, let them. Never reach your hand out to stop a closing door. Wait for the elevator to return.

Third and fourth floor residents may reserve the elevator for moving purposes and deliveries. The elevator will be available Monday-Saturday on three hour intervals from 9:00 a.m. – 6:00 p.m. Sunday moves are not permitted. An elevator reservation form must be completed with the Management office.

Waiver: A failure by the owner to insist upon strict performance of any of the policies contained herein shall not be deemed to be a waiver of any of the rights or remedies the owner may have, and shall not be deemed a waiver of any subsequent breach or default in the terms of these policies.

Interpretation of Policies: The owner’s interpretation of these rules and regulations, and the owner’s decision based on them, shall be final and conclusive. All policies will be strictly enforced. Anyone violating these policies will be asked to move.

Modifications of Policies: The owner may, from time to time, amend or change any of the community policies applicable to the standard of conduct to be exercised in the community by giving written notice to the resident pursuant to the terms and conditions set forth in the lease governing such notices.

Photo and Video Release: I hereby grant Mill Creek Residential Trust LLC, its affiliates, its clients, and their collective employees (collectively, the “Released Parties”) permission to take, use, reuse and publish my likeness in all photograph or video media in any publication or manner whatsoever, including Web site entries, without payment or any other consideration.

I understand and agree that these materials will become the property of the Released Parties and will not be returned. I hereby irrevocably authorize the Released Parties to edit, alter, copy, exhibit, publish or distribute this media for any lawful purpose whatsoever including, without limitation, promotional and advertising uses. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. Additionally, I waive any right to royalties or any compensation arising or related to the use of the media.

I understand that, although the Released Parties will endeavor to use my photograph, video or likeness in accordance with standards of good judgment, the Released Parties cannot warrant or guarantee that any further dissemination of my photograph, video or likeness will be subject to the Released Parties’ supervision or control. Accordingly, I release the Released Parties from any and all liability related to dissemination of my photograph, video or likeness, reproduction, distribution, and display of the photographs in print or any and all other media, and any alteration, distortion or illusionary effect, whether intentional or otherwise, in connection with said use. I also understand that I may not withdraw my permission for the use of any photos or other likeness at any time in the future.

I hereby release, hold harmless and forever discharge the Released Parties from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization. I am at least 18 years of age and am competent to contract in my own name. I have read this release before signing below and I fully understand the contents, meaning, and impact of this release and freely consent to its contents.

WAIVER, RELEASE, DISCHARGE AND INDEMNITY

In consideration of being allowed to participate in the activities and programs of this property and to use its facilities and equipment, I do hereby waive release and forever discharge this property, its owner and manager and their respective partners, employees, officers, directors, agents, and servants (The “Releases”) from any and all responsibilities or liability for injuries or damages resulting from my participation in any activities or my use (or that of my children) of equipment, facilities, swimming pools or spas at this property including any responsibilities or liabilities caused by the negligent act or omission of any of the releases, or in any way arising out of or connected with my participation in any activities of the property or the use of any equipment. I do hereby agree to and will indemnify and hold harmless releases from any cause of action for property damage, personal injury and/or death of/to myself and/or my minor child (ren) and/or my guests whether caused in whole or in part by my negligence or the negligence of my guests. I understand that fitness activities involve a risk of injury and even death and that I am voluntarily participating in these activities and using equipment with knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death.

ACKNOWLEDGEMENT, CONFIRMATION AND RELEASE

In consideration of the execution of the Lease to which this Addendum is attached, the undersigned Resident(s) hereby acknowledge and confirm the following:

- 1. The owner is not responsible for my personal safety or that of my belongings. Owner has not stated or implied to me in any way that my security or safety or that of my property or guests will be provided, promised, or guaranteed. I understand that security is the responsibility of me and the local law enforcement agency.
- 2. If this community has access gates or other entry restricting devices, and with respect to the smoke alarm(s) located in the apartment, I ACKNOWLEDGE THAT THE OWNER IS NOT RESPONSIBLE FOR AND I HEREBY RELEASE OWNER AND ITS MANAGER FROM LIABILITY FOR DAMAGE, COSTS, LOSS OF PERSONAL PROPERTY, OR INJURY TO PERSONS AS A RESULT, OR ARISING OUT OF OR INCIDENTAL TO THE INSTALLATION, OPERATION, NON-OPERATION, REPAIR OR REPLACEMENT OF THE ACCESS GATES, SUCH DEVICES OR ALARMS, WHETHER

OR NOT CAUSED BY THE NEGLIGENT ACT OR OMISSION OF THE OWNER OF THIS PROPERTY OR ITS MANAGER.

3. If I choose to install an intrusion alarm, I will follow all requirements mandated by local ordinances.
4. I understand that providing insurance on my personal property is my responsibility. Owner has not stated or implied to me that it will provide insurance or any coverage for any loss.
5. If the manager accepts mail or small deliveries on my behalf, I release owner and manager from liability for the acceptance or storage of such mail and deliveries.