

RESIDENTIAL LEASE
("Lease")

BASIC TERMS:

Date: ENTER DATE ("Effective Date")
Apartment Community: Sterling University Peaks situated in Boulder, CO (the "Apartment Community")
Resident(s): ENTER RESIDENTS. ("Resident", "you", or "your")
Landlord: Sterling University Peaks II, LLC ("Landlord", "us", "our")
Landlord's Address: c/o Manager, 2985 E Aurora Ave, Boulder, CO 80303
Manager: Newcastle Properties, Inc. ("Manager")
(Landlord and Manager are sometimes collectively hereinafter referred to as "we".)

Premises:

- By the Apartment Unit. An entire apartment unit ("Apartment") within an apartment building ("Building") in the Apartment Community, or
By the Bed. A shared private bedroom accommodation in an Apartment ("Bedroom"), within a Building within the Apartment Community, as more specifically described in Paragraph 1, below.

Preferred Apartment Unit Type: ENTER UNIT TYPE

Lease Term: "Starting Date" of Lease Term: A) 08/12/2022: B) 08/17/2022 (For either option, please READ DESCRIPTION BELOW)
"Ending Date" of Lease Term: A) 08/02/2023: B) 08/07/2023

Landlord, at their sole discretion, may move the Starting Date two days (not including Sunday) before or after the date selected above. The Ending Date will be 355 days after the Starting Date. If the Landlord elects to move the Starting Date of this Lease, Landlord will notify you by email on or before August 1, 2022.

Rent: The Base Rent payable for the Lease Term is \$ENTER TERM RENT, which is payable in equal monthly installments of \$ENTER MONTHLY RENT, without offset or deduction. The Base Rent, Additional Monthly Rent and all other sums payable by Resident under this Lease are together referred to as ("Rent"). Rent will not be prorated for partial months. Your first installment payment is due by June 15th of the year noted in your Starting Date or on the Effective Date, whichever is later. Unless Last Rent Installment Upfront is checked below, your last installment payment is due July 1st of the year noted in the Ending Date above. See Paragraph 12 for additional terms.

Deposits and Additional Fees: In addition to paying Rent, Resident agrees to pay to Landlord the following Deposits and Additional Fees on the Effective Date of this Lease:

- Application Fee: \$ENTER APP FEES (the Application Fee is nonrefundable for any reason)
Lease Processing Fee: \$ENTER LP FEE (the Leasing Processing Fee is nonrefundable for any reason)
Security Deposit: \$ENTER SECURITY DEPOSIT (see Paragraph 13 below)
Pet Deposit: \$ENTER SECURITY DEPOSIT (see Exhibit J, if applicable)

Any Rent Concession will be executed in a separate exhibit and is subject to the expressed conditions set out in Paragraph 12 below.

- Guaranty: This Lease is conditioned upon Landlord's receipt of a fully signed Guaranty executed by Resident's Guarantor, who has passed any screening required by Landlord (described further in Paragraph 34 of this Lease).
Last Rent Installment Upfront: Due to your Guarantor's screening results, this Lease is conditioned upon your early payment of the last Rent installment, due by your Starting Date. See Paragraph 35 for additional terms.

Exhibits attached to this Lease:

- Exhibit A: Utility & Amenity Addendum
Exhibit B: Parking Addendum
Exhibit C: Lead Based Paint Addendum
Exhibit D: Asbestos Addendum
Exhibit E: Resident Internet Addendum
Exhibit F: Cleaning and Damages Addendum
Exhibit G: Safety Guidelines
Exhibit H: Rules and Regulations
Exhibit I: Renters Insurance Addendum
Exhibit J: Pet Addendum (if applicable)

Additional Terms and Provisions: Additional Terms, Provisions and Exhibits, are attached as subsequent pages to this Lease are incorporated herein by this reference.

RESIDENT ACKNOWLEDGES AND AGREES THAT RESIDENT HAS CAREFULLY READ AND UNDERSTANDS THIS RESIDENTIAL LEASE ("LEASE") AND THAT RESIDENT ACKNOWLEDGES THAT THIS LEASE CONSTITUTES A BINDING AND ENFORCEABLE CONTRACT BETWEEN LANDLORD AND RESIDENT. LANDLORD AGREES TO LEASE TO RESIDENT AND RESIDENT AGREES TO LEASE FROM LANDLORD, THE PREMISES, SUBJECT TO THE TERMS AND PROVISIONS OF THIS LEASE.

LANDLORD:
Sterling University Peaks II, LLC

RESIDENT(S):
By:
Name:

By:
Manager, as Agent for Landlord

By:
Name:

By:
Name:

By:

Name: _____

SAMPLE

ADDITIONAL TERMS AND PROVISIONS

1. **Premises Description.** The Lease is between you and us. Landlord agrees to lease to you and you agree to lease from us, the "Premises".

a. If "By the Bed" is the checked in the Basic Terms, then the Premises is defined as including each of the following:

i. Your sole (if Bedroom is private) or shared (if Bedroom is shared) use of a Bedroom in the Apartment and any bathroom situated in the Bedroom

ii. Together with the other residents, your joint use of the Common Areas in the Apartment and the Apartment Community (for purposes of this Lease, "Common Areas" are those area within the Apartment to which you have access without going into another Bedroom, and, within the Apartment Community, those areas to which all residents have general access);

iii. Your sole (if Bedroom is private) or shared (if Bedroom is shared) use of any furniture within the Bedroom if provided by us (the "Furniture"); and your joint use of all appliances and Furniture within the Common Areas of the Apartment;

iv. Your sole (if Bedroom is private) or joint (if Bedroom is shared) use of the mailbox and your sole use of the Assigned Parking if one has been assigned to you.

b. If "By the Unit" is the checked in the Basic Terms, then the Premises is defined as the entire Apartment along with each of the following:

i. Together with the other residents, your joint use of the Common Areas in the Apartment Community;

ii. Your sole use of the mailbox and your sole use of the Assigned Parking if one or both have been assigned to you.

2. **Apartment Unit/Bedroom Assignment.** We are not obligated to assign you to a specific Apartment or Bedroom at the time of the execution of this Lease. You expressly understand and agree that our failure to assign an Apartment or Bedroom at the time of the execution of this Lease will not relieve you of your responsibilities under this Lease. You agree that this Lease will remain effective so long as we are able, on or before the Starting Date, to assign an Apartment or Bedroom similar to the one otherwise specified in this Lease to you. If you fail to take possession of the Premises on or before the Starting Date, you agree that Landlord has the right to re-rent the Premises, and you expressly understand and agree that this will not relieve you of your responsibilities under this Lease.

If this Lease is By the Bed and you are the sole occupant of a Bedroom, we have the right to assign another resident to any unoccupied bedroom in the Apartment before or during the Lease Term without notice. If this Lease is By the Bed and you share a Bedroom we have the right to assign another resident to any unoccupied bed in the Bedroom before or during the Lease Term without notice. We also have the right to relocate you from one bedroom in the Apartment to another bedroom in the Apartment or even to another apartment in the same Apartment Community, upon fifteen (15) days' prior written notice to you. This move shall not change any other Lease terms.

You cannot relocate to another Apartment or another Bedroom within an Apartment in the Apartment Community without prior written consent. In the event we approve your request to relocate, we will charge you (and you agree to pay) a two hundred dollars (\$200) non-refundable fee ("Transfer Fee").

Additionally, in all circumstances involving a transfer, all damage (and/or move-out related fees) to the Premises you are transferring from will be charged to your ledger after you have transferred to your new Premises.

3. **Occupants.** Only you can occupy the Premises. It will be used only as a private residence and for no other purpose. Local ordinance mandates that the maximum

occupancy for your apartment is four people. The fact that you and your roommates may be in conflict with each other will not act as grounds to terminate this Lease. If your roommate or a potential roommate submits false information on their application, we are not liable. **LANDLORD AND MANAGER MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE COMPATIBILITY OR CONDUCT OF ANY ROOMMATES PLACED IN THE APARTMENT OR BEDROOM. IN NO EVENT SHALL LANDLORD OR MANAGER BE LIABLE FOR ANY DAMAGES WHETHER DIRECT OR INDIRECT, GENERAL OR SPECIFIC, ARISING OUT OF, OR RELATING TO, THE CONDUCT OF ANY OF YOUR ROOMMATES.**

You may not permit another person to occupy the Premises. You cannot lease any part of the Premises to another person or transfer your rights under the Lease to another person, without written consent, which shall be at our sole discretion. If we consent to the transfer or relet, you will still be liable for all of the Rent and other obligations under this Lease unless we specifically agree in writing to release you. The new applicant must be approved by Manager. If the new applicant is of a different gender than the others in the apartment, all occupants must approve in writing of coed living arrangements. Your obligations will be terminated under this Lease once the new applicant has been approved, moved in and paid the first month's rent. You must also pay us a reletting charge equal to three hundred dollars (\$300) ("Reletting Charge"), which charge will serve to partially defray our costs in making the Premises available for reletting and for reletting the Premises. The Reletting Charge is not a cancellation fee, buy-out fee or a limitation of damages collectable by us. Our consent to one or more transfers will not be a waiver of our rights of consent to any future transfer.

4. **Condition on Starting Date.** Prior to the Starting Date, an "Apartment Condition Form" will be provided to you. By the end of the day following the Starting Date, you need to identify any defects or damages to the Premises in writing by completing the "MOVE-IN" portion of such form and returning it to Manager. Both Manager and Resident will sign the Apartment Condition Form, and it will be controlling with regard to damages existing as of the Starting Date. The Premises and the fixtures, appliances, door locks, window latches, smoke detectors, electrical outlets and Furniture in the Premises will be deemed to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred before the Starting Date if you fail to complete and return the Apartment Condition Form. **EXCEPT FOR THE CONDITIONS IDENTIFIED IN WRITING ON THE "MOVE-IN" PORTION OF THE APARTMENT CONDITION FORM BY 5:00 P.M. ON THE DAY AFTER THE STARTING DATE, YOU ACCEPT THE PREMISES AND THE FIXTURES, APPLIANCES, DOOR LOCKS, WINDOW LATCHES, SMOKE DETECTORS, ELECTRICAL OUTLETS AND FURNITURE (IF ANY) IN THE APARTMENT IN THEIR "AS-IS" CONDITION, WITH ALL FAULTS. LANDLORD AND MANAGER MAKE NO EXPRESS WARRANTIES AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES WITH REGARD TO THE PREMISES AND/OR THE FIXTURES, APPLIANCES, DOOR LOCKS, WINDOW LATCHES, SMOKE DETECTORS, ELECTRICAL OUTLETS OR FURNITURE (IF ANY) IN THE PREMISES.**

5. Maintenance, Alterations and Repairs.

a. You hereby assume responsibility for the condition of the Premises and any Furniture in the Premises. You will not remove any of our property, and you will not perform any repairs, painting, wall papering, electrical changes or other alterations (other than for small nail holes in sheet rock for hanging pictures) of the Premises or any part of the Apartment Community without our prior written consent. You agree to repay us, within ten (10) days after we send you an invoice, for the cost of all repairs made necessary by you or your guests violation of this Lease or the negligent or careless use of the Premises or any part of the Apartment Community, including, without limitation, damages from waste water stoppages caused by foreign or improper objects in lines serving your bathroom, damage to Furniture, appliances, doors, windows or screens, damage from windows or doors left open and

repairs or replacements to security devices necessitated by misuse or damage by you or your guests (this includes damages that may have been caused to the Premises by other residents of the Premises if we cannot determine who did it). We shall charge you a service fee for the cost to repair damages that you or your guests have caused. Any overpayment will be applied against any amount that you owe us. You agree to leave the Premises at the end of this Lease in good condition. Your obligations to pay the charges described in this paragraph will survive after the ending of this Lease.

b. You must not disconnect or intentionally damage a smoke or carbon monoxide detector. You are responsible for maintaining the smoke and carbon monoxide detector(s) and keeping it in working condition.

c. Except in the event of an emergency, all requests for repairs or services to the Premises must be in writing to Manager. You must notify Manager immediately in the event of: (i) a malfunction of utilities or smoke detectors, or (ii) damage by fire, water, storm or similar cause. In case of malfunction of air conditioning or boiler equipment, you must notify Manager as soon as possible. Additionally, you are required to notify Manager in writing promptly of: water leaks, electrical problems, carpet holes, broken glass, broken locks or latches, and any condition which you reasonably believe poses a material hazard to the health or safety of you or others. Once we receive the notice, we will act with reasonable diligence in making necessary repairs and reconnections, but during that time you cannot stop payment of or reduce the Rent unless otherwise allowed by law.

d. We may temporarily turn off equipment and/or interrupt utilities to the Premises, your Building and/or the Apartment Community to avoid property damage or to perform work requiring such interruption as determined in our sole judgment. We will not be liable for any inconvenience, discomfort, disruptions or interference with your use of the Premises because we are making repairs, alterations or improvements to the Premises, the Apartment, the Building or the Apartment Community. Resident understands and agrees that no rent reduction, adjustment, or compensation will be made due to cleaning, repairs, new construction (including any remodeling of nearby premises), inconvenience from construction improvements, lack of improvements or lack of services, except as provided by law. If you request any repairs, and we approve such request, the repairs will be done during the Apartment Community's usual working hours unless you request in writing that such repairs be done during other hours and we approve such request. You will have to pay, in advance, any additional charges resulting from repairs completed after usual working hours.

6. Limitation of Liability. Neither Landlord or Manager are liable to you or your guests for personal injury or damage or loss of personal property, including any vehicle you own, use or in your care, custody or control, from fire, smoke, rain, flood, water overflow/intrusion/or leakage, standing water, storm, hail, ice, snow, lightning, wind, explosion, or surges or interruption of utilities, except to the extent that such injury, damage or loss is caused by such party's gross negligence or willful misconduct. We urge you to obtain your own insurance for losses due to such causes.

7. Mold and Mildew. Resident agrees to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the Premises. To prevent or minimize the occurrence and growth of mold in the Premises, Resident hereby agrees to the following:

a. Resident shall (a) remove any visible moisture accumulation in or on the Premises, including on walls, windows, floors, ceilings, and bathroom fixtures, (b) mop up spills and thoroughly dry affected area as soon as possible after occurrence, (c) use exhaust fans in kitchen and bathroom when necessary, and (d) keep climate and moisture in the Premises at reasonable levels.

b. Resident shall clean and dust the Premises regularly, and shall keep the Premises, particularly the

kitchen and bath, sanitary and dry.

c. Resident shall promptly notify Manager in writing of the presence of any of the following conditions:

i. A water overflow intrusion, leakage, excessive moisture, or standing water inside the Premises or any Common Areas.

ii. Mold or mildew growth in or on the Premises that persists after resident has tried to remove it with household cleaning solution, such as Lysol or Pine-Sol disinfectants, Tilex Mildew Remover, or Clorox, or a combination of water and bleach.

iii. A malfunction in any part of the heating, air-conditioning, or ventilation system in the Premises.

d. Resident shall be liable to Landlord for damages sustained to the Premises or to Resident's person or property as a result of Resident's failure to comply with the terms of this subsection.

8. Stoppages. Resident shall be responsible for the cleaning and the cost of repair to any plumbing fixture where a stoppage has occurred. Resident shall be responsible for the cost of repair or replacement of the garbage disposal, if any, where the cause of damage is blockage of the mechanism.

9. Pests. Unless prohibited by statute, Manager may conduct extermination operations in the Apartment several times a year and, as needed, to prevent insect infestation. Manager will notify Resident in advance of extermination in the Apartment, and give Resident instructions for the preparation of the Apartment and safe contact with insecticides. Resident will be responsible to prepare the Apartment for extermination in accordance with Manager's instructions. If Resident is unprepared for a scheduled treatment date, Manager will prepare the Apartment and charge Resident accordingly. Resident must request extermination treatments, in addition to those regularly provided by Manager, in writing. Resident may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us as a result of additional treatments which Landlord determines are necessary beyond its customary treatments provided or of which Resident requests.

a. Resident shall promptly notify Manager in writing of the presence of bedbugs and any other pests immediately. Resident shall be responsible for any treatments required at the Premises for infestations occurring more than 30 days after move-in. Additionally, Resident shall be liable for any infestations in adjoining units resulting from an infestation in the Premises.

b. Resident must cooperate with Manager and permit timely access to the Resident's dwelling to inspect, plan and eradicate any infestations.

c. Resident agrees to undertake all efforts and tasks recommended by a qualified expert to prevent future infestations.

d. Resident is also required to immediately notify Manager of any signs of re-infestation or indications that treatment has been ineffective.

e. Resident shall be liable to Landlord for damages sustained to the Apartment or to Resident's person or property as a result of Resident's failure to comply with the terms of this subsection.

10. Move-out Condition/Abandoned Property. When you leave, whether at or prior to the Ending Date, the Premises, including the windows, bathrooms, patios, balconies, kitchen appliances and Furniture must be clean and in good repair and condition. If you fail to clean the Premises or if any Furniture or appliances have been damaged, you will be liable for the applicable cleaning and/or damage charges as listed in the Cleaning And Damages Addendum or other reasonable charges if the

damages are not covered in this Addendum. There will be only one inspection of the Apartment, which will be completed after the last resident has moved out. If other residents in the Apartment have different lease Ending Dates, duplicate inspections will be conducted only if the Ending Dates are greater than thirty (30) days apart.

We recommend that you schedule a walk-through with the Manager or a member of Manager's staff; if you do not, you agree to accept our assessment of damages and charges when we inspect the Premises. You may be present for our move-out inspection if you give us written notice that you would like to be present. If you leave any of your property in the Premises after you return legal possession to us, then that property is deemed to be abandoned by you and we can take such action as we desire and charge you for the costs incurred to keep, sell or dispose of such property, without our being liable to you. In all other instances, any property left behind by you will be administered according to applicable law.

11. Lease Term. This Lease begins on the Starting Date and ends at noon on the Ending Date. You may not occupy the Premises or any part of the Apartment Community until this Lease and other required documents (including, but not limited to the Guaranty or Guaranties) have been fully signed by all parties and the Security Deposit has been paid in full.

Even if we cannot provide the Premises to you by the Starting Date, we will not be liable to you for damages because of the delay. However, no Rent will be due for the period in which you were unable to occupy the Premises. Until we can provide the Premises to you, we may relocate you to another Bedroom and/or Apartment, as the case may be, in the Apartment Community or another facility. If we cannot provide the Premises to you or you are not relocated, within thirty (30) days of the Starting Date, then you will have the right to terminate this Lease by giving us written notice before we provide the Premises to you, and upon such termination, we will refund any Security Deposit and any Rent previously paid by you. Except as set forth in this Section, no other remedy is available to you and you waive your right to any other remedy.

THIS LEASE DOES NOT AUTOMATICALLY RENEW. WE MAY, BUT ARE NOT OBLIGATED TO ALLOW YOU TO SIGN A NEW LEASE, IF YOU SUBMIT SUCH REQUEST TO MANAGER PRIOR TO THE ENDING DATE. IF YOU SIGN A NEW LEASE PRIOR TO THE ENDING DATE YOU MAY REMAIN IN YOUR CURRENT APARTMENT OR BEDROOM, AS THE CASE MAY BE. IF YOU DO NOT SIGN A NEW LEASE PRIOR TO THE ENDING DATE, YOUR APARTMENT OR BEDROOM MAY BE LEASED TO ANOTHER RESIDENT. If you leave the Premises permanently prior to the Ending Date in the Basic Terms, and you want a return of any remaining Security Deposit, you must provide the Manager with thirty (30) days' advance written notice of the specific date you will be leaving and you must pay all Rent through the Ending Date set out in the Basic Terms by the time that you move out. An election by you to vacate the Premises prior to Ending Date set out in the Basic Terms will not in any way release you from liability under this Lease for the full term of the Lease, and we will withhold your Security Deposit unless all payments through Ending Date set out in the Basic Terms have been made.

If you have not or do not intend to move in to your Apartment on or after the Starting Date of this Lease you are still obligated to all terms and financial obligations under this Lease.

If you still occupy the Premises after that date which is the earlier of: (1) the Ending Date, (2) the date contained in your Move-Out Notice, or (3) the date on which you are notified to leave the Premises, you will be in violation of this Lease and will owe us holdover rent in the amount of twice the monthly Base Rent (without proration for partial months) but not exceeding the highest rate allowed by law, plus all of our damages resulting from your holding over. Additionally, in the event you are holding over, we may pursue all legal remedies available to remove you from the Premises. In no event should this paragraph be construed as authorizing you to remain in possession of the Premises

beyond the earlier of (1) the Ending Date, (2) the date contained in your Move-Out Notice, or (3) the date on which you are notified to leave the Premises.

12. Rent, Additional Charges and Concessions. You will pay us the Rent on or before the date on which it is due without demand for payment. All checks should be made payable to Landlord. The Rent is payable online through the resident portal. You agree to pay a nominal convenience/admin charge when paying via the online portal. The leasing office will not accept any Rent payments, unless you are required to pay by certified funds per below. Except as provided by law, you have no right to withhold or offset any part of your Rent for any purpose (even an Act of God) or to reduce any Rent payable to us. At our option, we can require that all money payable to us be paid in by certified check, cashier's check, money order or personal check. In addition, if two (2) of your payments for Rent are returned to us in any 12 month period, we will require that all future Rent payable to us be paid by certified check, cashier's check or money order. **Cash will not be accepted under any circumstances.**

a. The first installment of Rent is due by June 15th of the year noted in your Starting Date. Failure to pay this first installment timely, may result in late fees of \$10 per day until paid, and Landlord may terminate this Lease if the first installment is not paid within seven (7) days of the June 15th of the year noted in your Starting Date. If the Lease was signed after June 15th, landlord may terminate this Lease if the first installment of Rent is not paid within two (2) business days after the Effective Date. If we choose not to terminate this Lease at either such time, you are in no way released from any of your obligations under this Lease; however, we still have the right to terminate this Lease at any time before we receive payment of the first installment, plus any late fees, in full.

b. Except as described in (a) above, Rent is always due on the twenty third (23rd) of the preceding month. Resident(s) understands and agrees that if the total amount owed under the terms of this Residential Lease is not received by the first (1st) of each month, there will be a late charge assessed in the amount of fifty dollars (\$50) or 5% of the overdue Rent, whichever is greater, on the second (2nd) day of the month, regardless of whether it is a holiday or weekend. You also agree to pay Fifty dollars (\$50) as a service charge for each NSF or returned check (and any fees charged to us by our bank) in addition to the above stated late charges.

c. At our option and without notice to you, any payment received may be applied first to your obligations which do not constitute Rent and then to Rent (with any past due Rent being paid first), regardless of whether or not you have made notations on checks or money orders and regardless of when or how the obligation came about.

d. Landlord's acceptance of any partial payment of Rent shall not waive Landlord's rights with regard to the remaining portion of the Rent that is due, regardless of any endorsement or other statement on any instrument delivered in payment of Rent or any writing delivered in connection therewith. Accordingly, Landlord's acceptance of a partial payment of Rent shall not constitute an accord and satisfaction of the total amount of the Rent that is due.

e. You are liable for all costs or charges associated with our having to provide special services to you or at your request and for all fees or fines as described in the Rules and Regulations (the "Rules and Regulations") which are attached to this Lease.

f. All Rent Concessions granted by Landlord are conditioned upon Resident timely fulfilling all of its obligations under the terms of this Lease. In the event of a Default or other violation of the terms of this Lease by Resident, all future Rent Concessions will cease and all Rent Concessions previously granted under the terms of this Lease, will be required to be repaid by Resident to Landlord as Rent upon demand by Landlord.

13. Security Deposit. You must deposit with the Manager the Security Deposit as partial security for all of

your obligations under this Lease. If Security Deposit is not paid by the earlier of: (i) two (2) days after the Effective Date, or (ii) the Starting Date, Landlord may terminate this Lease at our option and at any time until Security Deposit is paid. Should we choose not to terminate this Lease, failure to pay the Security Deposit shall not relieve your obligations under this Lease. The Security Deposit will not be our limit of damages if you violate this Lease, and you may be liable for damages in excess of the Security Deposit. Among other items, the cost of labor and materials for cleaning, repairs and replacements, in excess of Reasonable Wear and the amount of delinquent payments of Rent and other charges, and late charges, may be deducted by us from the Security Deposit. Smoke is not considered reasonable wear and tear. You cannot use the Security Deposit to offset or pay in advance any Rent or any other charges under this Lease, but we can, but shall not be obligated to, use all or any part of the Security Deposit for any of your unpaid obligations. Following the expiration or earlier termination of this Lease, we have sixty (60) days to return any unused portion of the Security Deposit to you. Along with the return of all or any portion of your Security Deposit, we will provide you a description and itemized listing of deductions that we have made from the Security Deposit. These materials shall be mailed to your last known address, and if undelivered, will be returned to us. If we sell the Apartment Community and your Security Deposit is transferred to the new owner, we will not have any further liability to you for the return of all or any portion of the Security Deposit, and you must look to the new owner for return of the Security Deposit.

14. Utilities. Utilities will be provided as set forth and in accordance with the terms and the limitations of the attached Utility Addendum, which is attached and incorporated herein by reference. You and your roommates are jointly and severally liable for payment of utilities provided to the Premises. All utilities may be used only for normal household purposes and must not be wasted. We will not be liable for any interruption, surge or failure of utility services (including internet access) to the Premises or any damage directly or indirectly caused by the interruption, surge or failure.

15. Liability/Indemnity. Landlord, Manager nor our respective employees, agents and affiliates, will be liable to you or any of your guests for injury, damage, or loss to person or property caused by the criminal conduct of other persons, including without limitation theft, burglary, assault, vandalism, or other crimes, or your personal conflict with your roommates. We have no duty to remove ice, sleet or snow, but we may do so in whole or in part, with or without notice to you. **EXCEPT FOR LANDLORD'S LIABILITY ARISING FROM LANDLORD'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, YOU, FOR YOURSELF AND FOR YOUR GUESTS, RELEASE LANDLORD, MANAGER AND OUR RESPECTIVE SUCCESSORS AND ASSIGNS AND OUR AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS AND AFFILIATES (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY AND ALL CLAIMS AND/OR DAMAGES (i) FOR LOSS OR THEFT OF YOUR OR YOUR GUEST'S PERSONAL PROPERTY, AND/OR (ii) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO YOU, MEMBERS OF YOUR FAMILY OR YOUR GUESTS, IN OR ABOUT THE PREMISES, THE APARTMENT, THE BUILDING OR THE APARTMENT COMMUNITY, EVEN IF SUCH CLAIM OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASED PARTIES. YOU ASSUME FOR YOURSELF, ALL MEMBERS OF YOUR FAMILY AND YOUR GUESTS, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF THE PREMISES, THE APARTMENT, THE APARTMENT COMMUNITY, THE APARTMENT COMMUNITY'S RECREATIONAL FACILITIES OR OTHER AMENITIES, IT BEING UNDERSTOOD THAT ALL SUCH FACILITIES AND AMENITIES ARE GRATUITOUSLY SUPPLIED FOR YOUR USE, AND AT THE YOUR SOLE RISK.**

YOU HEREBY AGREE TO INDEMNIFY LANDLORD, MANAGER AND EACH OF THE RELEASED PARTIES

FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, ACTIONS, COSTS AND DAMAGES WHICH MAY BE INCURRED AS A RESULT OF YOUR NEGLIGENCE, WILLFUL MISCONDUCT AND/OR VIOLATION OF THIS LEASE.

You agree to pay the reasonable fees and costs incurred by Manager or us to recover sums owed or to protect our interests with regard to this Lease (including, but not limited to, reasonable attorneys' fees). Additionally, if you file suit against Manager or us and do not prevail, you agree to pay the reasonable fees and costs incurred by Manager or us to defend against such suit (including, but not limited to, reasonable attorneys' fees). Resident also waives his/her right to a jury trial.

16. Default. You are in violation of this Lease if:

a. You fail to pay Rent or any other amount owed under this Lease as and when required by this Lease;

b. You or your guest(s) violate(s) this Lease, any of the Rules and Regulations or other Exhibit to this Lease, any Apartment or amenity rules, or fire, health, safety or criminal laws or codes, regardless of whether arrest or conviction occurs;

c. Any of the utilities which are payable by you or the other residents of the Apartment are not paid on a timely basis or are disconnected or shut-off;

d. You fail to move into the Premises after completion of all required documentation, or, if you abandon the Premises (we may assume that you have abandoned the Premises if your personal property has been removed from the Premises and/or you have not been in the Premises for five (5) consecutive days while unpaid Rent is due and payable);

e. You or the Guarantor have made any false statement or misrepresentation of any information supplied to us;

f. Regardless of whether conviction subsequently occurs, you or your guest is arrested for a misdemeanor or felony offense involving actual or potential physical harm to a person or property, a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia as defined by applicable law, or for any offense whatsoever occurring in the Apartment Community;

g. Any illegal drugs or illegal drug paraphernalia are found in the Premises (whether or not we can establish possession);

h. You create a nuisance or disturbance within the Premises or the Apartment Community; or

i. You fail to pay any fine within ten (10) days after it is levied in accordance with this Lease or the Rules and Regulations.

17. Remedies. If you are in violation of this Lease, we can, without demand or notice (other than as provided in this paragraph or as otherwise required by applicable law) in addition to other remedies allowed and to the extent permitted by applicable law, do any or all of the following:

a. Collect any fine imposed or authorized under the Rules and Regulations;

b. Bring a legal action against you to collect past due Rent and any other damages we have incurred because of your Default under this Lease;

c. Terminate your right to occupy the Premises without terminating this Lease or your monetary obligations under the Lease;

d. Bring a legal action against you to collect all unpaid

Rent and other sums which would become due until the Ending Date of this Lease or until another person takes occupancy, along with the difference between the Rent you were required to pay and the Rent actually paid by the new resident, together with any expense we incur to relet the Premises, including, but not limited to, the cost of advertising, broker fees, cleaning and repainting;

e. Terminate this Lease and your right to occupy the Premises and institute an action for eviction; and/or

f. Report all violations to credit reporting agencies.

The exercise of any remedy by us shall not be deemed to exclude or waive our right to exercise against you any other right or remedy which we might have under this Lease, or at law or in equity. You hereby waive all statutory notices to vacate that are in excess of the notices specifically provided above. After we give you notice to vacate the Premises, even if we accept Rent or other sums due, such acceptance shall in no way be deemed a waiver of our continuing rights of eviction or any other contractual or statutory right, nor shall it diminish such rights in any way unless we specifically agree to the contrary in writing.

In the event we bring an action against you because of your violation of this Lease, we can recover all costs or fees involved, including reasonable attorneys' fees, as part of any judgment.

18. Landlord's Right to Enter. In the event of an emergency, if any resident of the Premises has placed a work order with Manager, or if it is otherwise impractical to provide notice, we and our respective agents, employees, repairers, servicers and representatives may, without notice, at any time enter the Premises for any reason that we, in our sole judgment determine to be reasonable. The entry can be gained by use of a pass key or other means (to include disarming any intrusion alarm, if applicable, or by breaking a window or other means if locks have been changed in violation of this Lease, and you will be liable for any damage caused thereby). With one (1) day prior notice to you, if possible, we can also enter the Premises to show the Premises to government inspectors, lenders, prospective buyers, prospective residents, other tenants or insurance agents or to perform maintenance or pest control. If Landlord, Manager, or its authorized Agents deems objectionable or improper any conduct or action on the part of the Resident or occupants, Landlord, Manager, or its authorized Agents shall have full authority to re-enter upon Premises and rectify the situation.

19. Fire or Other Casualty. If, in our reasonable judgment, the Premises, the Building or the Apartment Community is materially damaged by fire or other casualty, we may terminate this Lease within a reasonable time after such determination by giving you written notice of such termination. If we terminate this Lease, and you did not cause the loss, we will refund the prorated, prepaid Rent and Security Deposit, less lawful deductions. If we determine that material damage has not been caused to the Premises, the Building or the Apartment Community, or, if we have elected not to terminate this Lease, we will, within a reasonable time, rebuild the damaged improvements. During such reconstruction, there shall be a reasonable reduction of the Rent for the unusable portion of the Premises unless you or your guests were the cause of the fire or casualty.

20. Subordination. The lien of any lender(s) of loans secured by the Apartment Community, whether currently existing or subsequently granted, will be superior to your rights as Resident under this Lease. Therefore, if Landlord violates the loan and a lender becomes the owner of the Apartment Community, such lender may terminate this Lease or it may elect to continue this Lease. Your rights under this Lease are subject to the rights of the lender(s) of loans secured by the Apartment Community.

21. Rules and Regulations. You and your guests must comply with all written rules and policies that we adopt for the Apartment Community, including without limitation the Rules and Regulations. These Rules and Regulations are considered to be a part of this Lease and we can revise,

change, amend, expand or discontinue the Rules and Regulations at any time at our sole discretion by written notice to you or by posting a notice for thirty (30) days on a bulletin board or other area within the Apartment Community that we designate for notices to residents.

22. Sale of Apartment Community. Any sale of the Apartment Community shall not affect this Lease or any of your obligations, but, upon such sale, we will be released from all of our obligations under this Lease and the new owner of the Apartment Community will be responsible for the performance of the duties of Landlord and Manager which arise from and after the date of such sale.

23. Resident Information. If you or the Guarantor has supplied information to us by means of a rental application or similar instrument, you represent that all such information is true and correct and was given by you and the Guarantor voluntarily and knowingly. If someone requests information on you or your rental history for law enforcement, governmental or business purposes, we can provide it without any duty to notify you and without any liability to you whatsoever.

24. Liability of Residents. Each resident of an Apartment is jointly and severally liable with the other residents of the Apartment for all Lease obligations; however if "By the Bed" is checked in the Basic Terms above, you are liable for the Lease obligations relating to your Bedroom and the payment of your Rent and other payment obligations under this Lease, and you are not liable for any of your fellow residents' obligations as to their bedroom or their rent payable to us, except that each resident of the Apartment is jointly and severally liable for all Lease obligations relating to the Common Area.

25. Liability of Landlord. If we violate this Lease, before you bring any action against us for such violation, you agree to first give us written notice of the nature of the violation and allow us and Manager thirty (30) days to cure it, provided, however, in the event such violation of this Lease is of a nature that cannot be reasonably cured in thirty (30) days, we shall be allowed a reasonable time to cure so long as we commence such cure within said thirty (30) day period and diligently pursue the cure to completion.

26. Safety. WE DO NOT GUARANTEE YOUR SAFETY OR SECURITY. YOU MUST EXERCISE DUE CARE FOR YOUR SAFETY AND SECURITY AND THE SAFETY AND SECURITY OF OTHERS. PLEASE READ THE SAFETY GUIDELINES TO THE LEASE AND INCORPORATED BY REFERENCE. None of the Apartment Community safety measures are an express or implied warranty of security or a guarantee against crime or of a reduced risk of crime. We are not liable to you or any of your guests for injury to persons or damage or loss to property caused by criminal conduct of other persons. We are not obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security and we can discontinue any of such items provided at any time without notice. You are responsible for your own safety and security.

27. General. With regard to all provisions of this Lease, time is of the essence. Your execution of this Lease confirms that no oral promises, representations or agreements have been made by us or any of our representatives. This Lease is the entire agreement between you and us. We make no representations or warranties that all residents of the Apartment Community will be students. Our representatives (including management and leasing personnel, employees, and other agents) have no authority to waive, amend or terminate this Lease or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations on us. Unless this Lease clearly states otherwise, all sums owed by you are due upon demand. Our delay in enforcing, or failure to enforce our rights shall not be a waiver under any circumstances of our future right to enforce such rights. Omission of initials as indicated throughout this Lease will not invalidate this Lease. This Lease shall create the relationship of landlord and tenant between you and us.

28. **Manager/Notices.** Manager is the Manager of the Apartment Community, but Manager is not responsible or liable for the Landlord's obligations under this Lease. Any notices you need to send to us under this Lease (other than service of process on us) are to be delivered to Manager. All notices delivered under this Lease must be delivered by personal delivery or certified mail return receipt requested and will be considered delivered and received upon actual receipt. All notices to you can be delivered to your Apartment and/or to your mail box. The Manager is not authorized to accept service of process on behalf of Landlord. Landlord's address for purposes of service of process on Landlord is as follows: c/o Sterling University Peaks, LLC PO Box 271028, Louisville, CO 80027

29. **Waiver of Personal Jurisdiction.** You agree that performance and payment of your obligations under this Lease shall be made in the county/parish and state where the Premises are located. You waive personal jurisdiction and submit to the jurisdiction and venue of the courts of the county/parish and state where the Premises is located.

30. **Construction of the Lease.** This Lease shall be constructed under the laws of the state in which the Premises are located. All headings preceding the text of the several provisions and sub-provisions are inserted solely for convenience of reference and none of them shall constitute a part of this Lease or affect its meaning, construction or effect.

31. **Partial Invalidity.** If any term, provision, condition or covenant contained in this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, or be held to be invalid or unenforceable by any court of competent jurisdiction, the remainder of the Lease, the application of such term, provision, condition or covenant to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and all such remaining terms, provisions, conditions and covenants in this Lease shall be deemed to be valid and enforceable.

32. **Sublease.** Resident shall not have the right or power to sublet the Premises or any part thereof, or to transfer or assign this Lease without the written consent of Landlord, nor shall Resident offer any portion of the Premises for a sublease by placing any notice or advertisement in any magazine, sign, newspaper, internet site or other advertising medium without Landlord's prior written consent.

33. **Model Disclaimer.** The model apartment (located at the leasing office or within the Apartment Community), including but not limited to the carpet, floor coverings, paint, counter tops, fixtures, appliances, furniture and window treatments, shown to Resident is intended to be representative of the general quality, quantity and type of construction and materials which Landlord intends to use in the Apartment to be leased to Resident. The actual colors, styles, sizes, shapes, models, designs, materials, manufactures, upholstery, windows and window treatments of these items in the Apartment to be leased to Resident may vary. The actual Apartment to be leased may vary in approximate size, square footage and layout. Resident acknowledges that the actual Apartment to be leased will not include the recessed or can lighting, lamps, pictures, clothing, unattached appliances, other personal property, and decorations contained in the model for display purposes. The Furniture provided, if any, may vary by apartment type.

34. **Guaranty.** At our option, you must have a form of Guaranty (the "Guaranty") signed and returned to Manager by the earlier of: (i) seven (7) days after the Effective Date, or (ii) the Starting Date. The person who signs the Guaranty (the "Guarantor") must fill out an application and pass any screening required by Landlord. At our option, we may terminate this Lease and your right to possession of the Premises if the Guaranty is not timely signed by an approved Guarantor and returned to Manager. If we choose not to terminate this Lease at such time, you are in no way released from any of your obligations under this

Lease; however, we still have the right to terminate the Lease at any time before we receive the fully executed Guaranty. Regardless of whether there is or is not a Guaranty, you still have to pay us Rent and are bound by all the other obligations of this Lease. The Guaranty is just an additional assurance to us that the Rent gets paid and the other obligations under this Lease get performed. If the Guarantor is unable to sign in the presence of our authorized employee, then the person who signs must have their signature notarized or attach a copy of their driver's license or other government-issued photo identification.

35. **Last Rent Installment Upfront.** If the box next to Last Rent Installment Upfront is checked on Page 1, you must pay your last Rent installment by your Starting Date. If you do not pay your last Rent installment by your Starting Date, at our option, we may terminate your right to possession of the Premises, and/or the Lease. If we choose not to terminate your right to possession of the Premises or this Lease at such time, you are in no way released from any of your obligations under this Lease; however, we still have the right to terminate the Lease at any time before we receive payment of your last Rent Installment. The Last Rent Installment Upfront is just an additional assurance to us that the Rent gets paid and the other obligations under this Lease get performed. This Last Rent Installment Upfront payment will be applied towards the last Rent installment due under the terms of this Lease. If you vacate the Premises prior to your Ending Date, for any reason, we may immediately apply this Last Rent Installment Upfront towards any amounts that you owe Landlord, including fees, damages, or other Rent.

36. **Qualification Guidelines.** You will provide information so we may verify that you qualify financially according to our screening software. We must be able to verify that you have a satisfactory credit history and a satisfactory rental history or you will be required to execute a Guaranty from a Guarantor that meets or exceeds the above stated guidelines. In addition, you represent that: (i) you are at least eighteen (18) year old, and (ii) you have never been evicted.

By signing this Lease you promise to provide the required information to Manager by the earlier of: (i) seven (7) days after the Effective Date, or (ii) the Starting Date. If you fail to provide this information in a timely manner, or if you fail to meet the qualification guidelines set forth above, we will have the option, but not the obligation, to declare this Lease in Default and market the room(s) you have contracted as described on the front page of this Residential Lease to others. You will be responsible for the cost to market the room(s) and liable for any loss suffered by the Landlord due to your failure to comply with this section.

37. **Mail and Deliveries.** If the postmaster or a private shipping company serving the Apartment Community has instituted or begins during this Lease "single drop delivery," we will place your mail or packages in the mailbox or may make it available for pickup in the leasing office as a convenience, but assume no liability and you release Landlord and Manager from liability for stolen packages or mail, misdelivery, delays in delivery, failure of delivery or lost or damaged packages, envelopes or any other type of mail delivery. At the Ending Date, you will notify the U.S. Postal Service to forward your mail to such address as you may specify. We have no obligation to forward your mail

38. **Special Provisions.** The following special provisions have been added to and are a part of this Lease:

Lease Buyout Provision: With at least 30 days advance written notice given to Resident by Manager, Resident agrees to vacate the premises and Resident will be due a buy-out fee equal to one full month's rent or for the remaining amount due on the lease, whichever is less. However, from May 15 through the termination of the lease, with at least 15 days advance written notice given to Resident and with no buy-out fee due, Agent can require Resident to vacate the premises anytime.

Contingent on Screening: This lease is contingent on Resident passing a criminal background check and

financial screening. In the event that Resident doesn't qualify to lease the Premises, this lease will be void and any deposits paid will be refunded.

Lease Processing Fee: A one-time Lease Processing Fee will be charged to your ledger after the Start Date of this Lease. This fee is equal to \$95.00 per Resident.

SAMPLE

EXHIBIT A UTILITY & AMENITY ADDENDUM

Apartment Community: Sterling University Peaks
Resident(s): ENTER RESIDENT NAMES ("Resident", "you", or "your")

Date: ENTER DATE

This is an addendum to the Lease and controls in the event of conflict with the Lease. All capitalized terms not otherwise defined in this Utility & Amenity Addendum ("Addendum") will have the same meaning as given in the Lease.

1. **Payment of Utilities.** Responsibility for payment of utilities and services, including charges for usage, deposits, and any charges, taxes and fees associated with the utility service or billing (collectively, "costs"), and the method of allocating the payment of utilities, services and costs will be as indicated below:

a. **For all utilities and amenities listed below, Resident agrees to pay Landlord a flat fee of \$140.00 per month per private bedroom or \$95.00 per month per semi-private space (per person in shared bedroom):**

- Electric
- Gas
- Water/Sewer
- SUP Cable TV Package
- Trash Removal
- Internet Access
- Grounds/Landscaping
- Property Damage Liability Waiver
- Administrative Fee

b. **Any utilities not listed above are the sole responsibility of the Resident.**

2. Resident and Owner agree that the charges indicated in this Addendum (as may be amended by Landlord with written notice) represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.

3. Utility payments are due as Additional Monthly Rent each month. The failure to make the utility payment is a material and substantial breach of the Lease and will entitle the Manager to exercise all remedies available under the Lease. The Manager is entitled to use your security deposit to recover unpaid utility charges.

4. The Manager will have sole discretion to select the utility providers, except where prohibited by law. The utility bill will be sent to you by a billing company. You acknowledge that the billing company is not a public utility. Any disputes related to the computation of your bills will be between you and us.

5. Utilities not paid by us must remain on, in your name, through the Ending Date regardless of whether you have moved out, except and unless you have relet the Premises pursuant to Section 3 of the Lease. Refusal to maintain utility service in your name will constitute a violation of the Lease and we may exercise all remedies available to us under the Lease.

6. If you want additional cable channels or alternative providers of cable or internet services, the installation, maintenance and all monthly charges will be your sole expense, and you assume full liability for any damages caused by the installation of the above mentioned services.

7. You agree not to tamper with, adjust, or disconnect any utility or sub-metering system or device. Violation of this provision constitutes a violation of this Addendum and the Lease and will entitle the Manager to exercise all remedies available under the Lease.

8. We are not liable for any losses or damages you incur as the result of outages, interruptions, or fluctuations in utilities provided to your Apartment unless such loss or damage was the direct result of gross negligence of the Manager or its employees. You release Manager and Landlord from any and all such claims and waive any claims due to such outages, interruptions, or fluctuations.

9. The resident is responsible for damages caused by the resident or resident's guests. Payment for this Property Damage Liability WaiverSM (PDLW®) is included in the Utility and Amenity payment. Payment of this additional rent in accordance with the terms of your residential rental agreement waives your obligation to indemnify the property owner for damages arising from fire, smoke, explosion, water discharge or sewer backup caused by your accidental acts or omissions as further described in your rental agreement up to \$100,000 per occurrence. THIS WAIVER ONLY WAIVES YOUR LIABILITY TO THE PROPERTY OWNER AND DOES NOT WAIVE YOUR LIABILITY TO ANY THIRD PARTIES. THIS WAIVER ONLY APPLIES TO DAMAGE CAUSED BY YOUR ACCIDENTAL ACTS OR OMISSIONS AND DOES NOT APPLY TO DAMAGES CAUSED BY YOUR DELIBERATE OR INTENTIONAL ACTS OR OMISSIONS. THIS WAIVER ONLY APPLIES UP TO \$100,000 PER OCCURRENCE; ANY AMOUNT IN EXCESS OF \$100,000 REMAINS SUBJECT TO THE TERMS OF THE RENTAL AGREEMENT. In situations where the property owner's covered damages are under \$100,000, and subject to the terms of any applicable owner insurance policy, personal property coverage may be available as an amenity, provided that in no event shall the sum of the property owner's covered damages and all amounts paid to affected rentals exceed \$100,000.

NOTICE TO RESIDENTS: THE PROPERTY DAMAGE LIABILITY WAIVERSM ONLY WAIVES YOUR OBLIGATION TO INDEMNIFY THE OWNER FOR DAMAGES CAUSED BY YOUR ACCIDENTAL ACTS OR OMISSIONS AS DESCRIBED HEREIN. BY PARTICIPATING IN THE PROPERTY DAMAGE LIABILITY WAIVERSM, YOU ARE NOT ACCEPTING, ENROLLING, OR PURCHASING AN INSURANCE POLICY NOR ARE YOU BEING LISTED AS A NAMED INSURED UNDER ANY OWNER POLICY. THE PROPERTY DAMAGE LIABILITY WAIVERSM IS NOT A RESIDENT'S INSURANCE POLICY NOR IS IT INTENDED TO REPLACE A RESIDENT'S PERSONAL PROPERTY OR LIABILITY INSURANCE POLICY. ALL RESIDENTS SHOULD CONSULT AN INSURANCE PROFESSIONAL TO EVALUATE AND DETERMINE PERSONAL INSURANCE NEEDS.

10. Should any provision of this Addendum be found legally invalid or unenforceable, this does not invalidate or diminish any other provision herein. We will not be in default under any provision hereof unless you have provided us with written notice of the specific issue and we have failed to cure such matter within a reasonable time after receipt of your notice.

LANDLORD:

Manager, as Agent for Landlord Date _____

RESIDENT(S):

Resident Date _____ Resident Date _____

Resident Date _____ Resident Date _____

EXHIBIT B PARKING ADDENDUM

Apartment Community: Sterling University Peaks

Date: ENTER DATE

Resident(s): ENTER RESIDENTS NAMES ("Resident", "you", or "your")

This is an addendum to the Lease and controls in the event of conflict with the Lease. All terms in this addendum have the same meaning as in the Lease.

- ☐ You do not have leased parking at this time. If you obtain leased parking, you understand that you must complete a new Parking Addendum. You acknowledge that you have access to free, open parking and that free, open parking spaces are not guaranteed or reserved.

Leased Parking

You agree to lease a Parking Space, the "Additional Space", located at the above named Apartment Community under the following terms:

1. The term of this Addendum will begin **August, 2021** (or the month listed in the Date above, whichever is later) and will expire on the Ending Date, and the Additional Space will be part of the Premises as defined in Section 1 of the Lease. Specific parking place will be sent to you with your unit assignment.
2. You acknowledge the rent for the Additional Space will be paid in the following amount, in accordance with the Basic Terms of the Lease:

☐ Assigned Reserved Monthly Parking Fee of \$75.00 due with the Rent and subject to all late fees or penalties outlined in the Lease.

☐ Open Reserved Monthly Parking Fee of \$50.00 due with the Rent and subject to all late fees or penalties outlined in the Lease.

Vehicles/Parking

1. Vehicles in use in the Apartment Community may not exceed a speed of five (5) miles per hour.
2. If Landlord designates certain parking areas within the Apartment Community as Resident Only Parking or Guest Only Parking, Resident acknowledges that Resident and/or Resident's guest who violates these designations are subject to being towed at the expense and sole risk of the vehicle owner.
3. Residents and/or guests cannot park in reserved covered or uncovered parking spaces unless assigned by Manager. Resident acknowledges that Resident and/or Resident's guest who violates these designations are subject to being towed at the expense and sole risk of the vehicle owner.
4. If Landlord provides you with a vehicle identification decal or hang tag ("Parking Permit"), it must be displayed as instructed by the landlord in your vehicle at all times and must be current (if applicable). If your Parking Permit is not visible, your car is subject to be towed, even if you pay for parking. You must turn in your Parking Permit when you move-out. Parking Permits will not be accepted after keys and other Entry Devices have been turned in upon move out. Parking Permits must be turned in at the same time to avoid replacement cost being charged to Resident. In the event that you should sell or replace your current vehicle, you will need to remove the Parking Permit and return it to the Manager before a replacement will be issued. If you do not turn in the old Parking Permit you will be charged for the replacement of the Parking Permit. It is the Resident's responsibility to pick up a new Parking Permit.
5. You cannot wash cars or other vehicles on the Apartment Community property, unless there is a designated car wash area. You cannot repair or perform other mechanical or maintenance work on a vehicle within the Apartment Community.
6. Trailers, campers, mobile homes, recreational vehicles, inoperable vehicles of any kind, boats, or similar equipment or vehicles, cannot remain on any area of the Apartment Community except for the temporary purpose of loading or unloading of passengers or personal property. Vehicles violating this provision are subject to towing at the expense of the owner of the vehicle.
7. Landlord can regulate the time, manner and place of parking cars, trucks, motorcycles, bicycles, boats, scooters, trailers and recreational vehicles. Landlord can remove illegally parked vehicles or vehicles violating these regulations and have them towed away.
8. A vehicle is prohibited in the Apartment Community if it: has a flat tire or other condition rendering it inoperable; has an expired license or inspection sticker; takes up more than one parking space; belongs to a resident who has moved out of his or her Premises or has been evicted; is parked in a marked handicap space without the required handicap insignia; blocks another vehicle from exiting or entering; is parked in a fire lane or a non-designated parking spot, including but not limited to curbs, lawn, blocking storage facilities, in front of dumpster(s); or is parked in a space marked for or assigned to another resident(s), apartment or bedroom.

9. Call the Manager to report a parking violation. The Manager may notify the towing company, which will, in accordance with the law, tow the vehicle at the expense of the owner and/or operator of the vehicle, if any of the following situations exist:

- a. The vehicle or motorcycle is parked in such a manner as to obstruct a fire lane, an entrance, exit, space or aisle of the parking facility.
- b. The vehicle or motorcycle is parked in a reserved parking space that is not assigned to the owner or operator of the vehicle or motorcycle.
- c. The vehicle or motorcycle is parked in an Apartment or Common Areas in the Apartment Community.

Vehicle Information

Make: ENTER VEHICLE MAKE
Model: ENTER VEHICLE MODEL
Color: ENTER VEHICLE COLOR
State: ENTER LICENSE STATE
License Number: ENTER LICENSE #

LANDLORD:

Manager, as Agent for Landlord Date

RESIDENT(S):

Resident Date

Resident Date

Resident Date

Resident Date

EXHIBIT C
FEDERALLY REQUIRED LEAD HAZARD INFORMATION AND DISCLOSURE ADDENDUM




IMPORTANT NOTICE TO RESIDENTS: The following information is taken from a brochure entitled *"Protect Your Family from Lead in Your Home"* prepared by the U.S. Environmental Protection Agency, the U.S. Consumer Product Safety Commission and the U.S. Department of Housing and Urban Development. **While the information must be distributed to residents before they become obligated under the Lease for most types of housing built before 1978, it does not mean that the Apartment and/or Apartment Community contains lead-based paint.** The brochure was written in general terms and applies to both home purchasers and renters. The information outlines action that can be taken to test for, remove or abate lead-based paint in a dwelling. The Lease specifically prohibits you from performing this type of work--only the Landlord may do so under the Lease. If you have any questions about the presence of lead-based paint in your Apartment, please contact the Landlord before taking any action to test, abate or remove lead-based paint.

NOTE: Page references in the content of this form are to pages in the EPA brochure.

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



Protect Your Family From Lead In Your Home

EPA United States Environmental Protection Agency
United States Consumer Product Safety Commission
United States Department of Housing and Urban Development

Recycled/Recyclable
Printed with vegetable oil based inks on recycled paper
(minimum 50% postconsumer) process chlorine free.

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead from Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

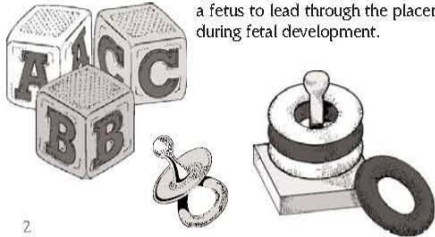
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



2

Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

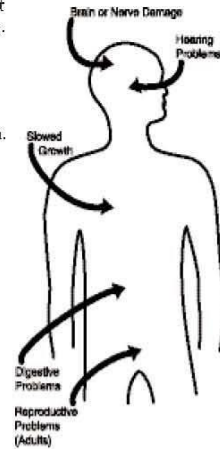
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



Lead affects the body in many ways.

3

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

4

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors.
- ◆ 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

5

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.



You can get your home tested for lead in several different ways:

- ◆ A **paint inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.

6

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. **REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.**
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



7

Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- ◆ 250 $\mu\text{g}/\text{ft}^2$ for interior window sills; and
- ◆ 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

8

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ Have the area tested for lead-based paint.
- ◆ Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ Temporarily move your family (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ Follow other safety measures to reduce lead hazards. You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



9

Other Sources of Lead


While paint, dust, and soil are the most common sources of lead, other lead sources also exist.



- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ **Old painted toys and furniture.**
- ◆ **Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.**
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

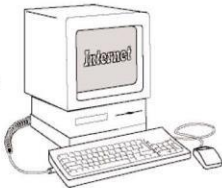
For More Information

The National Lead Information Center
Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **www.epa.gov/lead** and **www.hud.gov/offices/lead/**.



EPA's Safe Drinking Water Hotline
Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline
To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **www.cpsc.gov**.



Health and Environmental Agencies
Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **www.epa.gov/lead** or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)
Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact
U.S. EPA Region 7
(ARID-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)
Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)
Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center

Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center

Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center

Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development

Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003

FEDERALLY REQUIRED DISCLOSURE STATEMENT
OF INFORMATION ON LEAD-BASED PAINT HAZARDS

Apartment Community: Sterling University Peaks

Date: ENTER DATE

Resident(s): ENTER RESIDENT NAMES ("Resident", "you", or "your")

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from 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 renting pre-1978 housing, Landlord must disclose the presence of known lead-based paint and/or lead-based paint hazards in the Apartment and/or Apartment Community. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

Disclosure

Presence of lead-based paint and/or lead-based paint hazards (check one of the following):

- ☒ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the Apartment and/or Apartment Community.
- ☐ Known lead-based paint and/or lead-based hazards are present in the Apartment and/or Apartment Community (explain).

Records and reports available to Landlord (check one of the following):

- ☐ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Apartment and/or Apartment Community.
- ☒ Landlord has provided the Resident with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Apartment and/or Apartment Community (list documents below).
Summary of environmental report kept on file in the Management Office.

Resident's Acknowledgment

Resident has received copies of all information listed above.
Resident has received the pamphlet *Protect Your Family from Lead in Your Home*.

Manager's Acknowledgment

Manager has informed Landlord of Landlord's obligations under 42 U.S.C. 4852d and is aware of its responsibility to ensure compliance with the requirements of 24 C.F.R. Part 35, subpart A.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

LANDLORD:

Manager, as Agent for Landlord Date

RESIDENT(S):

Resident Date

Resident Date

Resident Date

Resident Date

EXHIBIT D
ASBESTOS ADDENDUM

Apartment Community: Sterling University Peaks

Date: ENTER DATE

Resident(s): ENTER RESIDENTS NAMES ("Resident", "you", or "your")

Asbestos

In most dwellings built prior to 1981 and in some built after that, asbestos was commonly used as a construction material. In various parts of your Apartment, asbestos materials may have been used in the original construction or in renovations prior to the enactment of federal laws which limit asbestos in certain construction materials.

Federal Recommendations

The United States Environmental Protection Agency (EPA) has determined that the mere presence of asbestos materials does not pose a health risk to residents and that such materials are safe so long as they are not dislodged or disturbed in a manner that causes the asbestos fibers to be released. Disturbances include sanding, scraping, pounding, or other techniques that produce dust and cause the asbestos particles to become airborne. The EPA does not require that intact asbestos materials be removed. Instead, the law simply requires that Landlord and Manager take reasonable precautions to minimize the change of damage or disturbance of those materials.

Community Rules and Regulations

You, other residents and guests must not disturb or attach anything to the walls, ceilings, floor tiles, or insulation behind the walls or ceilings in your Apartment unless specifically allowed in the Rules and Regulations Addendum separately attached to this Lease. The foregoing prevails over other provisions of the Lease to the contrary. Please report any ceiling leaks to Manager promptly so that pieces of acoustical ceiling material or ceiling tiles do not fall to the floor and get disturbed by people walking on the fallen debris.

LANDLORD:

Manager, as Agent for Landlord

Date

RESIDENT(S):

Resident

Date

Resident

Date

Resident

Date

Resident

Date

EXHIBIT E RESIDENT INTERNET ADDENDUM

Apartment Community: Sterling University Peaks

Date: ENTER DATE

Resident(s): ENTER RESIDENTS ("Resident", "you", or "your")

This is an addendum to the Residential Lease dated ENTER LEASE DATE between Apartment Community and Resident(s) ("Lease") and controls in the event of conflict with the Lease. All terms in this Addendum have the same meaning as in the Lease. The term of this Addendum will begin on the Date of this Addendum (listed above), or the Starting Date as outlined in the Lease, whichever is later in time. The term of this Addendum will expire on the Ending Date as outlined in the Lease.

Resident Internet Program

Sterling University Peaks is equipped with a Comcast internet router in every unit. We may also provide wireless internet connectivity in the common areas of the property.

Resident Internet Terms & Conditions

This Addendum sets out the terms and conditions on which internet access ("the Service") is provided to you, a resident, guest, or employee of Sterling University Peaks ("the Company"). Your access to the Service is completely at the discretion of the Company. Access to the Service may be blocked, suspended, or terminated at any time for any reason including, but not limited to, violation of the Lease or this Addendum, actions that may lead to liability for the Company, disruption of access to other users or networks, and violation of laws or regulations. The Company reserves the right to monitor and collect information while you are connected to the Service and that the collected information can be used at discretion of the Company, including sharing the information with any law enforcement agencies, the Company partners and/or the Company vendors.

The Company reserves the right at all times to withdraw the Service, change the specifications or manner of use of the Service, limit the number of devices permitted per resident, to change access codes, usernames, passwords or other security information necessary to access the service.

- 1) Disclaimer - You acknowledge:
 - a) that the Service may not be uninterrupted or error-free;
 - b) that your device may be exposed to viruses or other harmful applications through the Service;
 - c) that the Company does not guarantee the security of the Service and that unauthorized third parties may access your computer or files or otherwise monitor your connection;
 - d) that the Company's ability to provide the Service without charge and with a minimal charge is based on the limited warranty, disclaimer and limitation of liability specified in this Section and it would require a substantial charge if any of these provisions were unenforceable;
 - e) that the Company can at any point block access to Internet Services that they deem violate the acceptable terms of use outlined in this Addendum.
 - f) THE SERVICE AND ANY PRODUCTS OR SERVICES PROVIDED ON OR IN CONNECTION WITH THE SERVICE ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE CONTENT OR SERVICE AND THE OPERATION, CAPACITY, SPEED, FUNCTIONALITY, QUALIFICATIONS, OR CAPABILITIES OF THE SERVICES, GOODS OR PERSONNEL RESOURCES PROVIDED HEREUNDER, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY THE COMPANY, OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED.
- 2) Acceptable Use of the Service
 - a) You must not use the Service to access Internet Services, or send or receive e-mails, which:
 - i) are defamatory, threatening, intimidating or which could be classed as harassment;
 - ii) contain offensive or derogatory images regarding sex, race, religion, colour, origin, age, physical or mental disability, medical condition or sexual orientation;
 - iii) contain material which infringe third party's rights (including intellectual property rights);
 - iv) in our reasonable opinion may adversely affect the manner in which we carry out our work;
 - v) are bulk and/or commercial messages;
 - vi) contain forged or misrepresented message headers, whether in whole or in part, to mask the originator of the message;
 - vii) are activities that invade another's privacy.
 - viii) are otherwise unlawful or inappropriate;
 - b) Music, video, pictures, text and other content on the internet are copyright works and you shall not download, alter, e-mail or otherwise use such content unless the owner of such works has authorized its use by you.
 - c) You must not use the service to access illegally or without authorization computers, accounts, equipment or networks belonging to another party, or attempting to penetrate security measures of another system. This includes any activity that may be used as a precursor to an attempted system penetration, including, but not limited to, port scans, stealth scans, or other information gathering activity.
 - d) You must not use the service to distribute Internet Viruses, Trojan Horses, or other destructive software.
 - e) The Service is intended for the Company resident and guest personal use only. Access to this Service must not be used for commercial activity.
 - f) We may terminate or temporarily suspend the Service if we reasonably believe that you are in breach of any provisions of this Addendum.
 - g) We recommend that you do not use the service to transmit or receive any confidential information or data and should you choose to do so, you do so at your own risk.
- 3) Criminal Activity
 - a) You must not use the Service to engage in any activity which constitutes or is capable of constituting a criminal offence, either in the United States or in any country throughout the world or the state or locality where you are located.
 - b) You agree and acknowledge that we may be required to provide assistance and information to law enforcement, governmental agencies and other authorities. and nothing contained in this Addendum shall waive or impede the Company' right to comply with law enforcement requirements relating to your use of this Service or information provided to or gathered by the Company with respect to such use.
- 4) Other Terms

- a) Under no circumstances will the Company, their suppliers or licensors, or their respective officers, directors, employees, agents, and affiliates be liable for consequential, indirect, special, punitive or incidental damages, whether foreseeable or unforeseeable, based on claims of the Resident or its appointees (including, but not limited to, unauthorized access, damage, or theft of your system or data, claims for loss of goodwill, claims for loss of data, use of or reliance on the service, stoppage of other work or impairment of other assets, or damage caused to equipment or programs from any virus or other harmful application), arising out of breach or failure of express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in tort or otherwise.
- b) You agree to indemnify and hold harmless the Company and its suppliers, licensors, officers, directors, employees, agents and affiliates from any claim, liability, loss, damage, cost, or expense (including without limitation reasonable attorneys' fees) arising out of or related to your use of the Service, any materials downloaded or uploaded through the Service, any actions taken by you in connection with your use of the Service, any violation of any third party's rights or an violation of law or regulation, or any breach of this Addendum. This Section will not be construed to limit or exclude any other claims or remedies that the Company may assert under this Addendum or by law.
- c) If the Company revokes internet access due to violation of this Addendum by any residents, there will not be a reduction in any utility fees owed by Resident.
- d) This Addendum constitutes the complete and entire statement of all terms, conditions and representations of the agreement between you and the Company with respect to its subject matter and supersedes all prior writings or understanding. All terms of the Lease not in conflict herewith shall apply to this Addendum.

LANDLORD:

Manager, as Agent for Landlord Date

RESIDENT(S):

Resident Date Resident Date

Resident Date Resident Date

EXHIBIT F
CLEANING AND DAMAGES ADDENDUM

Apartment Community: Sterling University Peaks

Date: ENTER DATE

Resident(s): ENTER RESIDENTS ("Resident", "you", or "your")

This is an addendum to the Residential Lease and controls in the event of conflict with the Lease. When you vacate your apartment, the Premises, including the windows, bathrooms, kitchen and all appliances must be clean and in good repair and condition. Resident understands and acknowledges that all common area damage (damage to interior and exterior areas shared by multiple tenants such as hallways, mailrooms, lawns, patios, parking lots, etc.) is the responsibility of all tenants residing at the building. **All residents will be charged for painting, carpet cleaning, window cleaning, and a \$105 common area damage fee at move-out.** The common area damage fee will be used for maintenance and repair of the common areas, where the source of the damages cannot be determined. If Resident chooses to renew their lease, they will be charged the \$105 common area damage fee on their ledger at the end of each lease term.

The following charges can and will be assessed against your security deposit if you fail to clean the Premises and if any damages are incurred. If cleaning is not done by Resident to the satisfaction of Agent, at termination of the Lease Agreement, Resident gives permission to have cleaning contracted for and withheld from the Security Deposit and may also be charged additional Rent, plus a \$250 per day fee.

Should the below listed cleaning and/or repairs be necessary due to occupancy of the Premises by the Resident, the corresponding charges shall be billed to you or made against the Security Deposit as liquidated damages and not as a penalty.

Labor Rates

Cleaning	\$ 65.00/hour minimum
Painting	\$100.00/hour minimum
Maintenance	\$ 80.00/hour minimum
Resident's possessions removal	\$250.00 minimum
Lock out services:	
Daytime	\$ 65.00 minimum
Nighttime	\$ 85.00 minimum

Replacement and Repair Costs

Appliance Dings	\$250.00 each minimum
Blinds Mini	\$ 65.00 each minimum
Blinds Vertical	\$125.00 each minimum
Detector Smoke	\$ 50.00 each minimum
Detector Carbon Monoxide	\$ 50.00 each minimum
Detector Battery	\$ 7.00 each minimum
Disposal Unclogged	\$ 45.00 each minimum
Drains Unclogged	\$100.00 each minimum
Door - Interior	\$195.00 each minimum
Door - Exterior	\$700.00 each minimum
Doorknob	\$ 60.00 each minimum
Fire Extinguisher (Missing or Improper Use)	\$100.00 each minimum
Light Fixture	\$ 65.00 each minimum
Light Bulbs	\$ 5.00 each minimum
Light Bulbs (Special)	\$ 10.00 each minimum
Lock Key Unreturned	\$ 30.00 each minimum
Lock Re-keyed	\$ 75.00 each minimum
Screen Replacement	\$ 75.00 each minimum
Screen Repair	\$ 50.00 each minimum
Stove Rings and Pans	\$ 5.00 each minimum
Towel Bar, Toilet Paper Holder	\$ 45.00 each minimum
Window/Glass Door	\$150.00 each minimum
Comcast Router or Cable Box	\$250.00 each minimum
Television	\$640.00 each minimum
Armoire	\$400.00 each minimum
Kitchen Cabinet Doors	\$ 55.00 each minimum
TV Remote	\$ 20.00 each minimum

LANDLORD:

Manager, as Agent for Landlord Date

RESIDENT(S):

Resident Date

Resident Date

Resident Date

Resident Date

EXHIBIT G SAFETY GUIDELINES

Apartment Community: Sterling University Peaks

Date: ENTER DATE

Resident(s): ENTER RESIDENTS NAMES ("Resident", "you", or "your")

We would like you to be aware of some important guidelines for your safety and the safety of your guests and your property. **LANDLORD AND MANAGER OWE NO DUTY OF PROTECTION TO YOU. YOU ARE RESPONSIBLE FOR YOUR OWN SAFETY AND FOR THE SAFETY OF YOUR GUESTS AND YOUR PROPERTY.** However, we recommend that you consider following these guidelines, in addition to other common sense safety practices.

Inside Your Apartment

1. Lock your doors and windows—even while you are inside.
2. Use your night latches or dead bolt locks on the doors while you are inside.
3. Before answering the door, confirm the identity of the person. Look through a window or peephole. If you do not know the person, first talk with him or her without opening the door. If the person identifies him/herself as a staff member or vendor, you may call the Manager for confirmation. Do not open the door if you have any concerns.
4. Do not give out or lend keys, gate or lock combinations to anyone.
5. Do not put your name, address, or phone number or other identifying markings on your key or key ring.
6. If you are concerned because you have lost your key or because someone you distrust has a key, ask the Manager to re-key the locks. We will be happy to accommodate you and will proceed with reasonable diligence. You will be responsible for the cost of the re-keying.
7. Dial 911 for emergencies. If an emergency arises, call the appropriate governmental authorities first, and then call the Manager.
8. Check your smoke detector monthly for dead batteries or malfunctions.
9. Check your door locks, window latches, and other safety devices regularly to be sure they are working properly.
10. Immediately report the following to the Manager—in writing, dated and signed:
 - Any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems; and
 - Any malfunction of other safety devices within the Apartment Community, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
11. Close curtains, blinds, and window shades at night.
12. Mark or engrave identification on valuable personal property.

Outside Your Apartment

1. Lock your doors every time you leave your Apartment regardless how long you will be away.
2. Leave a radio or TV playing softly while you are gone. Close and latch your windows while you are gone, particularly when you are on vacation.
3. Tell your roommate(s) where you are going and when you will be back.
4. Do not walk alone at night.
5. Do not hide a key under the doormat, a nearby flowerpot, or anywhere outside the Apartment. Criminals know all hiding places.
6. Do not give entry codes or electronic gate cards to anyone.
7. Use lamp timers when you go out in the evening or go away on vacation.
8. While on vacation, have your newspaper delivery stopped.
9. While on vacation, have your mail temporarily stopped by the post office.
10. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.
11. Report suspicious activities or persons to the Manager. **Call 911 or local law enforcement if your personal safety is at risk.**

Your Vehicle

- 1. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
- 2. Whenever possible, do not leave items in your car, such as change/money, CD's, wrapped packages, book bags, or purses in view.
- 3. Do not leave your keys in the car.
- 4. Carry your key ring in your hand while walking to your car—whether it is daylight or dark --- whether you are at home, school, work, or on vacation.
- 5. Try to park your car in an off-street parking area rather than on the street. If you park on the street, park near a streetlight.
- 6. Check the backseat before getting into your car.
- 7. Do not stop at gas stations or automatic- teller machines at night—or anytime when you suspect danger.

PERSONAL AWARENESS

No safety system or device is failsafe. Even the best safety system or device cannot prevent crime. Always be aware of your surroundings, and always proceed as if safety systems or devices do not exist because they are subject to malfunction, tampering, and human error. Landlord and Manager disclaim any express or implied warranties of security to the fullest extent permitted by applicable law.

LANDLORD:

Manager, as Agent for Landlord Date

RESIDENT(S):

Resident Date

Resident Date

Resident Date

Resident Date

EXHIBIT H
RULES AND REGULATIONS

Apartment Community: Sterling University Peaks

Date: ENTER DATE

Resident(s): ENTER RESIDENT NAMES ("Resident", "you", or "your")

The following Rules and Regulations are a binding part of your Lease. We provide these Rules and Regulations for your benefit and the benefit of the other residents. Please understand that any violation of one of these Rules and Regulations by you or your guest(s) constitutes a Default under the Lease and Landlord may proceed with an eviction action or other legal proceedings provided for under the Lease and provided by law. Violation of these Rules and Regulations could result in injury or death to persons and/or damage to property. **YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR AND ACCEPT FULL LIABILITY FOR ANY INJURY, DAMAGE, CLAIM OR ACTION RELATED TO YOUR VIOLATION OF ANY OF THE RULES AND REGULATIONS.** Defined terms used herein, which are not otherwise defined herein, shall have the meanings ascribed to them in the Lease.

Use and Condition of Apartment and Premises/Maintenance

1. Windows and all doors shall not be obstructed, and use of foil or other similar materials to cover windows is prohibited. If Landlord provides blinds on windows in your Apartment, you may not remove such blinds. If Resident installs draperies over the blinds, any damage will be repaired by the Resident or at Resident's expense. No article, sign, poster, decoration, or thing may be hung or placed on the outside of an Apartment, or displayed on the inside of an Apartment so as to be visible from the outside of an Apartment. Screens, if provided, must remain in place at all times. Windows on the first floor can only be used as an exit in the case of an emergency.
2. Damage to property, including but not limited to paint, plaster, walls, appliances, doors, cabinets, carpets, floors, furniture, or damage to any part of the Premises caused by leaving windows or doors open during inclement weather will be the responsibility of the Resident. Resident may not remove any Furniture, equipment or appliances from the Apartment. Residents cannot paint or wallpaper any of the walls in the Apartment. Any violation of this provision will result in fines and charges to repaint being assessed against Resident.
3. Balcony areas are to be kept in clean and orderly. Balconies are not to be used as storage areas and articles must not be hung over railings. No trash may be kept on balconies or patios at any time. Furniture provided by the Apartment Community may not be stored on balconies. Objects such as bicycles and coolers may not be stored on balconies. Only patio furniture may be kept on balconies. No one is allowed to throw any objects from patios, balconies, windows or garage areas. Kegs are not permitted anywhere on premises including balconies, patios, or garage areas. Any violation of this provision will result in fines and charges being assessed against Resident and shall be considered a Default under the Lease.
4. All light bulbs and tubes must be operational at all times during the duration of the Lease Term, as well as at the time Resident vacates the Premises. Colored bulbs are not allowed in balcony lights or other outside lights. Holiday lights and other decorations are not permitted unless designated by the Manager, as appropriate, and must be immediately removed upon request by the Manager or with the passing of that specific holiday.
5. Welcome mats may be placed in front of doors, but rugs or carpet remnants are not permitted.
6. Residents may not distribute, post, or hang any signs or notices in any portion of the Apartment Community, without prior written approval from the Manager.
7. No electrical or telephone wiring may be installed within the Apartment. Absolutely no holes may be drilled within the Premises (including without limitation outside or inside walls, roof, windows, or balcony railings).
8. Locks may not be changed or added by a Resident without prior written consent from Landlord or Manager. Locks and the appropriate key, keycard, and/or chains added must be left in place upon vacating the Premises. Keys to changed locks will be deposited with the Landlord. If Resident should lose the front door key, Landlord requires that the front door lock be changed and the costs billed to Resident. Resident will be fined for after hour lock outs requiring Manager to let Resident into the Apartment and/or Apartment Community, as applicable. All keys and, if applicable, gate cards, keycards and/or access cards must be returned to Manager on the Ending Date of the Lease or upon termination of occupancy by Landlord. No keys, keycards, gate cards or access cards will be accepted by mail. Landlord may charge Resident for failure to adhere to this provision.
9. Solicitation shall not be permitted at the Apartment Community, either by Resident or outside solicitors. Resident shall not, without the express written consent of Landlord (which may be withheld in Landlord's sole discretion), distribute or post any handbills, signs or flyers, nor send any mass or global emails to the other residents.
10. If your Apartment contains an overhead sprinkler system, you must take care not to trigger the overhead sprinkler system in your Apartment. DO NOT hang items from the overhead sprinklers. A simple depression of the sprinkler head will result in a total draining of water from the system. Neither the Manager, nor Landlord, will be responsible for any damage incurred from Resident's failure to adhere to this provision. You will be responsible for all damage to your personal property as well as for the cost to repair all damage to your Apartment and any other apartment and the Apartment Community, resulting from your triggering the overhead sprinkler system as provided in FIRE SAFETY/SAFETY, below.
11. You must dispose of all trash in the proper bins, dumpsters or trash compactors in various collection areas in the Apartment Community. Do not leave trash around the outside of your Apartment, in the Apartment Community or around the dumpster itself – if the nearest dumpster is full, trash needs to be taken to the next available dumpster. Landlord will fine Resident for violation of this provision as well as for any littering by Resident or Resident's guests.
12. Resident must keep all utilities to the Premises active through the Ending Date. If you choose to vacate the Premises before the Ending Date; you cannot turn off your utilities, even for a temporary period, such as a vacation. Unless we instruct you otherwise, you must, for 24-hours a day during freezing weather, (a) keep the Apartment heated to at least 60 F., (b) keep cabinet and closet doors open; and (c) drip hot and cold water faucets. You are liable for damage to your property and the property of others if the damage is the result of the utilities being turned off or because of broken water pipes due to your violation of these requirements.
13. Consumption of alcohol must be in compliance with all federal, state, and local laws. No alcohol containers are permitted on the Premises, which are larger than one gallon. Consumption of alcohol is prohibited in all Common Areas outside the Apartment. Keg cooling devices are also prohibited. Glass containers are not permitted in Common Areas of the Apartment Community outside of your Apartment.

Pets

With the exception of service animals, no pets (including mammals, reptiles, birds, fish, rodents and insects) are allowed, even temporarily, anywhere in the Apartment or Apartment Community unless approved by Manager in writing. If we allow a pet, you must sign a separate Pet Addendum, which may require additional deposits, rents, fees or other charges. You must remove an illegal pet within twenty-four (24) hours of notice from us, or you will be considered in Default of this Lease. If you or any guest or occupant violates pet restrictions (with or without your knowledge), you'll be subject to a One Hundred Dollar (\$100) pet fine ("Unauthorized Pet Fine"), damages, eviction and other remedies provided in this Lease. If a pet has been in the Apartment at any time during your Lease Term with or without our consent, Resident shall be responsible for the costs to de-flea, deodorize and shampoo the Apartment.

Guests/Deliveries

Resident must notify Manager in writing of any expected guest(s), delivery service, maid service, etc. Oral permission requires a form of identification (e.g. picture ID). Otherwise we may deny access into the Apartment Community and into your Apartment. No key will be given to any person, including guest(s), family members, delivery service, or maid service without prior written permission of Resident. All guest(s) must be accompanied by the Resident at all times while on the Premises. Overnight guest(s) may not visit longer than three (3) consecutive days, not to exceed three (3) times in one month. If your guest has exceeded three (3) consecutive days and/or three (3) times in one month, you will receive a warning asking for your guest to be gone within a 24-hour period. If the situation is not remedied, you will be in Default of your Lease. If Manager accepts packages for Resident it is only as a courtesy and we are not responsible for Resident's packages or deliveries. If packages or deliveries have not been picked up within thirty (30) days of delivery, we may return to sender.

Common Areas and Amenities

1. Use of Common Areas within the Apartment Community shall be governed by the Rules and Regulations posted in the Common Areas and shall be at the risk of Resident and Resident's family and guests. Resident and Residents guests must comply with all posted rules and regulations for Common Areas and amenities. No guest shall be permitted at the clubhouse facilities or amenities unless the Resident is also present. No persons under the age of fourteen (14) will be allowed in any recreational area at ANY time, unless accompanied by an adult. Resident does hereby indemnify Landlord and Manager, and hold Landlord and Manager harmless against all claims for personal injury sustained by Resident and Resident's family and/or guests in their use and enjoyment of the Common Areas or other Apartment Community provided facilities and amenities. Glass containers pose a serious risk of injury and are PROHIBITED anywhere in the Common Areas of the Apartment Community. Common area shall not be used as overnight sleeping areas for any resident or guest.

2. If a swimming pool is present within the Apartment Community, Resident and Resident's guests must comply with all rules and regulations posted in the pool area. All swimmers swim at their own risk and Landlord and Manager are not responsible for accidents or injuries. For your safety, you should not swim alone. Proper swimming attire is required at all times. No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in the pool area, disposing of trash, and keeping pool gates closed. Residents must accompany their guests. Residents must notify Manager any time there is a problem or safety hazard at the pool.

3. If a fitness center is present within the Apartment Community, Resident and Resident's guests must comply with all rules and regulations posted in the fitness center. The fitness center is not supervised. You are solely responsible for your own appropriate use of the equipment. Resident shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous. Resident shall immediately report to Manager any equipment that is not functioning properly, is damaged or appears dangerous, as well as any person's use that appears to be dangerous or in violation of the Rules and Regulations. Resident shall consult a physician before using any equipment in the fitness center and will refrain from such use unless approved by Resident's physician. Resident will keep fitness center locked at all times during Resident's visit to the fitness center. Resident will not admit any person to the fitness center who has not registered with the Manager. Residents must accompany their guests.

Fire Safety/Safety

1. DO NOT TOUCH, HANG ANYTHING FROM, OR OTHERWISE TAMPER WITH ANY FIRE PROTECTION OR SPRINKLER HEAD DEVICE. DOING SO COULD BREAK THE DEVICE AND RESULT IN MASSIVE DAMAGE TO THE APARTMENT COMMUNITY. IF, IN OUR SOLE JUDGMENT, YOU OR YOUR GUEST'S TAMPERING WITH A DEVICE CAUSES ANY INJURY, LOSS, OR PROPERTY DAMAGE, YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR SUCH INJURY, LOSS, OR PROPERTY DAMAGE THAT MAY RESULT FROM YOU OR YOUR GUESTS VIOLATION OF THIS PROVISION.

2. All grills (gas, charcoal, electric) and smokers are prohibited within the Apartment or on the balconies/patios and garage areas. You are responsible for any injury, loss, or property damage caused by violation of this rule. If your use of Apartment Community provided grills or grill areas results in any injury, loss or property damage YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR SUCH INJURY, LOSS, OR PROPERTY DAMAGE THAT MAY RESULT FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS PROVISION.

3. Space heaters and other similar appliances are prohibited. Appliances that use excessive amounts of electricity and/or create excessive heat are prohibited. YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS PROVISION.

4. The intentional sounding of any smoke alarm or any safety devices is prohibited, unless the intentional sounding of the smoke alarm or any safety device is related to smoke, fire or emergency. Resident must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working battery. Resident is responsible for maintaining the smoke detector and keeping it in working condition. YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS PROVISION.

5. Immediately call 911 in the event of a fire or life-threatening emergency.

6. Candles or any other burning or smoking devices, including hookahs, shishas and all other smoking devices are not permitted within the Apartment. Neither Manager nor Landlord will be responsible for any damage incurred from such use of any smoking device in the Apartment. You agree to properly dispose of cigarettes within your Apartment and the Apartment Community. Smoking is prohibited in the clubhouse, office areas and at Apartment Community amenities. YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS PROVISION.

7. Storage of any flammable, hazardous, or explosive materials strictly prohibited. YOU ACKNOWLEDGE THAT YOU ACCEPT

FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS PROVISION.

8. We do not provide first aid supplies or services, nor do we train our employees in CPR or first aid. We do not provide on-site emergency medical response.
9. Manager and Landlord assume no liability or responsibility for loss or damage of a vehicle or its contents while parked or in operation at the Apartment Community.
10. Manager and Landlord have no duty to inform you of local or national emergency conditions. If we inform you of an emergency condition, you agree that Manager and Landlord have NO DUTY TO PROTECT YOU. If we inform you of a civil order to evacuate or, in our judgment, an evacuation is required to protect life or property and you fail or refuse to evacuate, you will be solely responsible for any injury, loss, damage or claim from such failure or refusal to evacuate.
11. Violations of these policies may result in fines or charges to repair damages caused by the violations from the Fire Marshall and from Manager. Multiple violations may result in double fines and/or eviction from the Premises.

Other Rules and Regulations/Prohibitions

1. Neither you nor your guest may make or permit to be made any loud, disturbing, or objectionable noises. Musical instruments, stereos, television sets, amplifiers and other instruments or devices may not be used in such a manner as may constitute a nuisance or disturb other residents. Manager reserves the right at any time to fine, contact guarantors, or declare you in Default of the Lease due to excessive noise and disturbances. The Manager and/or its agents on duty are the sole judge of excessive volume levels, and reserve the right to enforce these rules.
2. Landlord makes no representation or warranty that the Apartment or the Apartment Community has been or will be smoke free. Resident may smell or otherwise experience smoke in the Apartment or Apartment Community Common Areas during the Lease Term. Resident shall not allow others near the Apartment to be disturbed or annoyed by smoking by Resident or any guests. Resident shall not grow or manufacture any substance or material including, but not limited to marijuana. On the Ending Date or earlier date of termination of the Lease, Resident shall be responsible for any and all cleaning, repairing, repainting and replacement necessary to correct smell or residue caused by smoking in and around the Apartment. No amount of discoloration or smell from smoking or any other action shall be considered ordinary wear and tear.
- Smoking in the Apartment is prohibited if it produces smoke that can be smelled or otherwise experienced outside the Apartment.
3. Neither you nor your guests may use the Common Areas outside the Apartment, the parking lots or Apartment Community grounds in such a manner that interferes with the enjoyment of other residents.
4. Any general noise disturbances, i.e. noise from pool music, parties, machinery, etc., should be reported to the Manager (during business hours) or the answering service (after business hours). The answering service will contact the appropriate management personnel to handle the disturbance.
5. No gathering, anywhere in the Apartment Community, unless sponsored by Landlord or Manager, may exceed ten (10) persons.
6. Landlord has and reserves the right to exclude guests or others who, in our sole judgment, have been violating the law, violating the Lease or any rules or policies of the Apartment Community, or disturbing other residents, neighbors, visitors or our representatives. Landlord may also exclude from any balcony or Common Area of the Apartment Community, a person who refuses to or cannot identify himself or herself as your guest.
7. Neither you nor your guests will be allowed to engage in the following prohibited activities: (i) loud or obnoxious conduct (ii) disturbing or threatening the rights, comfort, health, safety or convenience of others in or near the Apartment Community, (iii) possessing, selling or manufacturing illegal drugs/controlled substances or illegal drug paraphernalia (iv) engaging in or threatening violence or any criminal activity (v) possessing a weapon, (vi) discharging a firearm in the Apartment Community, (vii) displaying a firearm, BB gun, pellet gun, any other air powered weapon, knife or other weapon in the Apartment Community in a threatening manner, (viii) canvassing or soliciting business or contributions, (ix) operating a business or child care service within the Premises or Apartment Community, (x) storing anything in closets having gas and/or electric appliances, (xi) tampering with utilities or utility systems, (xii) bringing or storing hazardous materials into the Apartment Community, (xiii) using candles or kerosene or gas lamps in the Premises or Apartment Community. Manager reserves the right, at any time to fine, contact guarantors, or declare you in Default of your Lease for any of the above mentioned violations.
8. All residents in shared apartment units must make their best effort to keep the common area of their apartment clean and tidy. Additionally, all residents must allow for equal storage space in the common areas of the apartment.
9. Propping open any door in the Apartment Community is prohibited.
10. All amenity/game part and supplies must stay with the amenity/game. Residents will be charged for any missing or damaged amenity/game parts or supplies.

Service Requests

We offer twenty-four (24) hour response to emergency maintenance service requests. Call 911 in case of fire and other life-threatening situations. Emergencies are considered to be any situation, which places life or property in jeopardy and requires immediate attention. For after-hours emergencies, immediately call the answering service and explain the situation. The answering service will contact the appropriate service personnel. For normal service requests, please call during posted Manager's office hours.

Modification of Rules and Regulations

You and your guests will be required to comply with all of the requirements set forth in these Rules and Regulations. Landlord has the right to change these Rules and Regulations from time to time, as Landlord or the Manager deem necessary. Any changes to these Rules and Regulations will be effective and part of the Lease: (i) upon delivery to you, or (ii) posted in a public area of the Apartment Community used for such purposes for thirty (30) days. You are responsible for your guest's compliance with all of these Rules and Regulations. Neither Landlord nor Manager will be responsible to you if we fail to cause any person to comply with these Rules and Regulations.

Security Acknowledgment and Release

BY EXECUTION OF THE LEASE, RESIDENT AGREES AS FOLLOWS: Your initials at the end of these Rules and Regulations indicates

that you will, upon move in, inspect your Premises and determine to your satisfaction that the smoke detectors, door locks and latches and other safety devices in the Premises are adequate and in good working order. It is your responsibility to immediately read the instructions for operating the alarm systems and controlled accesses gates (if any) and contact the Manager if you have any questions. You acknowledge that electronic and mechanical systems may malfunction or fail and that Manager and Landlord are not responsible for any injury, damage, loss or claim related to such malfunction or failure. You understand that neither Landlord nor the Manager guarantee or assure personal security or safety for you or anyone. The furnishing of safety devices will not constitute a guarantee of their effectiveness nor does it impose an obligation on Landlord or Manager to continue furnishing them. Landlord and Manager assume no duties of security. We will proceed with reasonable diligence to repair electronic and mechanical existing systems after you have given us written notice of malfunction. You acknowledge that any personal or any mechanical or electronic devices that are provided (examples: courtesy patrol, intrusion alarms, pedestrian gates, controlled access vehicle gates), IF ANY, cannot be relied upon by you as being in working condition at all times. There will be malfunctions of any mechanical or electronic systems. Employee absenteeism, weather, vandalism and other factors often cause such systems not to function as intended. Mechanical and electronic systems or courtesy personnel can be circumvented. You acknowledge that crime exists and that Manager and Landlord have no duty of foreseeability concerning criminal conduct or acts. Accordingly, you hereby release Landlord and Manager and their respective agents, partners, officers, directors and representatives, from any claim whatsoever with respect to any personal injury or property damage, and acknowledge that no such persons or entities are insurers or guarantors of your safety or that of your property in the Apartment Community. MANAGER AND LANDLORD OWE NO DUTY OF PROTECTION TO YOU. YOU ARE RESPONSIBLE FOR YOUR OWN SECURITY AND SAFETY AND FOR THE SECURITY AND SAFETY OF YOUR GUESTS AND YOUR PROPERTY.

Notice Acknowledgement and Release

The methods that you may use to provide notices to Landlord are described in Section 28 of the Lease. Other methods of communication to Landlord and/or its Manager, including without limitation any communication made via fax, e-mail, pdf, website, social networking site or other method of communication, whether now existing or created in the future, shall NOT be effective notice under the Lease. Landlord shall NOT be deemed to have received notice from you until you have provided notice in the manner described in Section 28 of the Lease.

BY SIGNING AND INITIALING THESE RULES AND REGULATIONS, YOU CONFIRM THAT YOU HAVE READ AND FULLY UNDERSTAND THE RULES AND REGULATIONS, WHICH ARE A PART OF YOUR LEASE AND APPLY TO YOU AND YOUR GUEST(S). YOU ALSO CONFIRM THAT YOU UNDERSTAND THAT IF YOU OR YOUR GUEST(S) VIOLATES THESE RULES AND REGULATIONS, YOU ARE IN VIOLATION OF THE LEASE.

LANDLORD:

Manager, as Agent for Landlord Date

RESIDENT(S):

Resident Date

Resident Date

Resident Date

Resident Date

**EXHIBIT I
RENTERS INSURANCE ADDENDUM**

Apartment Community: Sterling University Peaks

Date: ENTER DATE

Resident(s): ENTER RESIDENT NAMES ("Resident", "you", or "your")

YOU NEED RENTERS INSURANCE!

YOU are 100% responsible for all personal property loss and personal liability due to: *Fire, Water Leaks, Sewer Back-ups, Burglary, Floods, Tornadoes, Vandalism, Injuries of Guests, Lodging If You Are Displaced, and Possibly More.....* **UNLESS** you have a renters insurance policy to help cover your losses!



Sterling University Peaks **WILL NOT** reimburse you for any of
the
above...**even if** the loss is not your fault!

Renters Insurance is CHEAP!

PERSONAL PROPERTY: Your landlord's insurance will take care of any structural damage to your apartment as the result of a fire, wild weather, etc. (*unless the damage is caused by you*). However, it will **NOT** pay to replace your killer shoe collection, your massive media center, or your Grandma's jewels. That's where a renters insurance policy comes in.

INJURY: Renters insurance also protects residents from certain kinds of damage claims. For example, if someone trips and falls in your apartment, leading to expensive medical bills or even a lawsuit, your policy may provide you with coverage.

PERSONAL LIABILITY: It could also be a financial lifesaver. Say you left the stove on and caused a fire. Any damage caused to the building (in excess of the Property Damage Liability Waiver – see Addendum A) would be **YOUR** responsibility.

LODGING: Renters insurance also helps you pay for a place to stay if you are displaced from your apartment by something like a tornado, fire, flood or major repair (coverage could be for limited periods).

INEXPENSIVE: A basic renters insurance policy, including personal property and liability, should cost about \$50-\$150 per year, depending on the amount of coverage purchased. For less than the cost of a pizza a month, a renters insurance policy will protect you and your valuables!

WHERE CAN I GET IT?: You can get renters insurance from almost any insurance company. If you already have car insurance, start your shopping with your existing company, since companies often offer bundling discounts. You'll want to take a good look at what you actually own. Most insurance companies offer online tools to help renters assess the value of their possessions. That figure determines the amount of personal-property coverage you need.

By signing below, you acknowledge receipt of this flyer and I understand its contents.

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT ("Guaranty") IS EXECUTED BY THE UNDERSIGNED GUARANTOR IN CONNECTION WITH THAT CERTAIN LEASE AGREEMENT (the "Lease") EXECUTED BY Sterling University Peaks II, LLC ("Landlord") and ENTER RESIDENT NAMES ("Resident").

1. **UNCONDITIONAL GUARANTY.** In consideration of the execution by Landlord of the Lease, Guarantor absolutely, irrevocably and unconditionally guarantees full and complete payment and performance by Resident of all of the duties and obligations of Resident under the Lease and further covenants with the Landlord that if Resident shall Default, at any time, in payment of Rent or other payments due under the Lease or in the performance of any other duties or obligations of the Resident contained in the Lease, Guarantor will pay to the Landlord or its successors or assigns, any delinquent Rent and any damages or other sums that may arise or be due to Landlord under the Lease as a result of any violation or Default by the Resident, on receipt of written notice of such violation or Default from Landlord or Landlord's successors or assigns. Release or assignment of the Lease by Resident with or without Guarantor's approval shall not affect Guarantor's liability under this Guaranty. Modifications, amendments, extensions or renewals of the Lease or apartment reassignment during the Lease Term or Renewal Terms shall NOT release Guarantor of its liability under this Guaranty.
2. **NOTICE TO GUARANTOR/WAIVER.** Guarantor acknowledges that this Guaranty is irrevocable and hereby waives notice of acceptance of this Guaranty and of notice of any liability to which this Guaranty applies or may apply, including notice of Resident's Default or violation under the Lease.
3. **ENFORCEMENT.** This Guaranty shall inure to the benefit of the transferee or subsequent owner of the Apartment Community. This Guaranty shall be binding upon the Guarantor and Guarantor's personal representatives, notwithstanding any change in status or organization of the Landlord or Resident or any re-letting by Resident. Suit may be brought against any Guarantor without impairing the rights of Landlord, its successors or assigns, against other Guarantors. If Resident is in Default or violation under the Lease and if it becomes necessary for Landlord to place this Guaranty in the hands of an attorney to enforce the rights and remedies of Landlord, Landlord may recover reasonable attorneys' fees from Guarantor, even if suit has not been filed. In any lawsuit to enforce the provisions of this Guaranty, the prevailing party shall be entitled to recover reasonable attorney's fees from the non-prevailing party, including all out-of-pocket costs of litigation as set forth in the Lease. This Guaranty may be enforced against Guarantor without the necessity of recourse against Resident or any other party. The validity or enforceability of this Guaranty shall not be affected by the invalidity or unenforceability of the Lease or Resident's lack of sufficient legal capacity to enter into the Lease. Failure of Landlord to enforce the Lease or enforce Landlord's rights against the Resident shall not operate to release Guarantor from Guarantor's obligations under this Guaranty.
4. **MISCELLANEOUS.** Guarantor acknowledges that, but for the execution of and delivery of this Guaranty, Landlord may not have entered into the Lease. Guarantor represents that all information submitted on this Guaranty is true and complete. Guarantor authorizes Landlord to request and obtain Guarantor's consumer reports, verification of income and employment, rental history reports, and other credit reports. No oral agreements or representations have been made in connection with this Guaranty. The obligations of this Guaranty shall be performed in the same county or counties where the Resident's obligations are to be performed under the Lease. The obligations under this Guaranty are absolute, irrevocable and unconditional. Guarantor hereby submits and consents to personal jurisdiction of the courts in the State and/or County in which the Premises are located. Defined terms used herein which are not otherwise defined herein shall have the meanings ascribed to them in the Lease. The absence of a copy of the Lease attached hereto shall not affect the validity or effectiveness of this Guaranty.

GUARANTOR UNDERSTANDS AND AGREES THAT THIS GUARANTY REPRESENTS A LEGAL, BINDING OBLIGATION ON THE PART OF GUARANTOR.

GUARANTOR:

ENTER GUARANTOR NAMES

Name

ENTER GUARANTOR ADDRESS

Home Address (Street)

ENTER GUARANTOR CITY, STATE, ZIP

Home Address (City/State/Zip)

ENTER PHONE NUMBER

Cell Phone

ENTER PHONE NUMBER

Home Phone

ENTER GUARANTOR EMAIL

Email Address

ENTER EMPLOYER NAME

Employer

ENTER EMPLOYER ADDRESS

Employer Address (Street)

ENTER EMPLOYER CITY, STATE, ZIP

Employer Address (City/State/Zip)

ENTER PHONE NUMBER

Employer Phone

ENTER LICENSE NUMBER

Driver's License # / State Issued

The information below must be provided if this agreement is being executed outside of the online application portal:

Date of Birth: _____	Social Security #: _____
Gross Monthly Income: \$_____	Other Monthly Income (ex spouse): \$____

Guarantor Signature: _____

Date: _____

LANDLORD:

Manager, as Agent for Landlord Date