

# MADBURY COMMONS COMMUNITY RULES AND REGULATIONS

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 constitutes a violation of 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 you and others or property losses. 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 APARTMENT COMMUNITY 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. Resident shall maintain the premises in a clean and orderly manner. If insect extermination is required due to Resident actions or inactions, then the Resident shall be liable for the cost of extermination.
2. Windows and all doors shall not be obstructed, and use of foil or other similar materials over windows is prohibited. If Landlord provides blinds on windows, 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.
3. 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. Resident acknowledges that no more than 10 pounds of personal belongings per linear foot may be placed on storage shelves located on the wall behind the bed. If violation occurs this will result in fines and charges to repair or repaint.
4. Bicycles must be kept in bicycle storage areas or bike racks located throughout the Community and not in apartments. If a violation occurs this will result in a fine (See Fee Schedule). No one is allowed to throw any objects from balconies/patios, windows or garage areas.
5. All light bulbs and tubes must be operational at all times during the duration of the lease term as well as the time the 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.
6. Welcome mats may be placed in front of doors, but rugs or carpet remnants are not permitted (if applicable).
7. Residents may not distribute, post, or hang any signs or notices in any portion of the Apartment Community, without approval from the Property Manager.
8. 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).
9. Locks may not be changed or added by a Resident without prior written permission of Landlord. Locks and the appropriate key (card) s, and/or chains added must be left in place upon vacating the premises.
10. Do not open or prop open main entry door for others. A fee will be assessed if found propping door (See Fee Schedule). Do not loan or share access card with others. If keycard is missing or stolen, you MUST report it to security or management. Missing keycards will be deactivated and resident must obtain new key. A fee will be assessed for all apartment key, fob or card replacements (See attached Fee Schedule). Resident will be fined for after hour lock outs. All keys and, if applicable, gate cards and access cards must be returned to Landlord in person by the time specified in the lease contract on the ending date of the Lease or upon termination of occupancy, or Landlord may impose a reasonable charge. No keys or access cards will be accepted by mail. Do not give out or lend keys, gate or lock combinations to anyone.
11. 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.

12. If your Apartment contains an overhead sprinkler system, you must take care not to unintentionally 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 we, will be responsible for any damage incurred from such situations. 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.

13. 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 or in the Apartment Community. Landlord will impose a fine as stated in Fee Schedule for violation of this provision as well as for any littering by Resident or Resident's guests. All residents are required to comply with the Durham Town Code Section 118:11 for Offensive Material.

14. Resident must keep all utilities to the Premises active through the end of the lease term regardless if you choose to vacate the Premises before the Lease Ending Date; you cannot turn off your utilities if you leave, even for 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. Residents are expected to be as economical as possible with utility usage. Landlord's obligation to pay heating bill will be waived if Tenant is found to be abusing heating privileges set in these Lease Provisions, such as open windows in the winter. Do not allow oil, grease, or food garbage to go down sink drain. Use garbage disposal for only soft garbage and do not use for bones, non-food items or for oil or grease. Do not place anything near furnace return air vents.

15. Toilets and sinks are to be used only for the purpose for which they are intended. Do not dispose of dust, rubbish, coffee grounds, toys, diapers, sanitary napkins, tampons, dental floss, cat litter, etc., into toilets or sinks. Resident shall be charged for the unplugging and repairs of toilets, sinks, and garbage disposals due to misuse.

16. Pets, owned or visiting, are not allowed in the Apartments or on the Premises at any time, with the exception of approved service animals. Approval must be granted prior to service animal entering or residing on the premises. A violation of this policy will result in the fines described in the Fee Schedule.

17. 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 amenities and interior hallways. Kegs are not permitted anywhere on the premises. Keg cooling devices are also prohibited. Glass containers are not permitted in common areas of the Apartment Community.

#### **INTERNET:**

Tenant acknowledges that if a network is provided that the network is a shared network. The Provider, Landlord, or Manager does not edit, censor, review or take responsibility for any information Resident or Resident's guest may create, place on the Internet, or view. Resident may not use the shared network to engage in any criminal/illegal/unauthorized activity. Such violation constitutes a default by Resident under this lease. Resident shall not attempt to degrade the performance of the network or hamper the ability of others to use the network. Your use of the internet is at your sole risk and Manager and we are not responsible for your equipment, programs, or software. Manager is not responsible for outages due to natural causes or third party damages. Manager is not responsible for slow internet or other residents taking up significant bandwidth.

#### **GUESTS/ MAIL 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 3 consecutive days and/or 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 violation of your lease which could result in default of the lease contract. Apartments are not designed to accommodate large gatherings of people. Tenant shall not permit a social occupancy of more than double the number of tenants living in the apartment. Maximum of 10 guests at any time. All Residents are held fully responsible for behavior and conduct of Guests while visiting property/ apartment/ common areas (includes responsibility to pay for any and all possible lease violation fines and property damage costs incurred by Guest).

If we accept packages for resident that are delivered by UPS, FedEx, and items too large to fit into a unit's mailbox, it is only as a service and we are not responsible for their packages or deliveries. Resident will be notified via e-mail to pick up package that has been delivered to them. If packages or deliveries have not been picked up within 30 days of delivery Landlord may return to sender. Your incoming mail must be addressed as shown on the following example:

**SOUTH BUILDING TENANTS:**

John J. Smith  
17 Madbury Road, Apt. \_\_\_\_  
Durham, NH 03824

**NORTH BUILDING TENANTS:**

John J. Smith  
21 Madbury Road, Apt. \_\_\_\_  
Durham, NH 03824

The incoming mail for the Community is delivered to the Community by the UNITED STATES POSTAL SERVICE (USPS), and placed in the individual apartment mailboxes by the USPS. You are able to access your apartment mail cube by the mail key issued to you. If a piece of mail is too large to fit in your mail cube, the USPS will place a note in your mailbox regarding pick up. Your outgoing mail must be deposited in the OUTGOING MAIL SLOT located in the mail kiosk. If you have mail that is larger than the outgoing mail slot, you must take it to a postal service center. In order to have your mail forwarded upon your departure (lease termination) from the Community, you must provide USPS with a completed Forwarding Instruction Form (FIF) which will be supplied to you by the USPS.

**COMMON AREAS:**

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 common 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, fitness center, or other provided facilities and amenities. Glass containers pose a serious risk of injury and are PROHIBITED anywhere on the Common Areas of the Apartment Community.

**FIRE SAFETY/SAFETY:**

1. DO NOT TOUCH, HANG ANYTHING FROM, OR OTHERWISE TAMPER WITH ANY FIRE PROTECTION OR SPRINKLER HEAD DEVICE. DOING SO COULD RESULT IN BREAKING THE DEVICE AND CAUSING TENS OF THOUSANDS OF DOLLARS IN DAMAGE TO THE COMMUNITY. IF IN OUR SOLE JUDGMENT YOU OR YOUR GUESTS' OR FAMILY MEMBERS' 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 RESULT FROM YOU, YOUR FAMILY OR YOUR GUESTS VIOLATION OF THIS RULE. See Fee Schedule for associated fines for violation.

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 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 RESULT FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.

3. You may not store or repair any gasoline or gas-fueled vehicle, motorcycle, boat, moped, or other similar vehicle in the area of the Apartment Community. YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE THAT RESULTS FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.

4. Space heaters, Christmas trees, faux fireplaces, freezers, grills 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 RULE.

5. 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, cover up, 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. The Fire Chief or his representative has the right to inspect fire control systems at their discretion. Resident agrees to fully cooperate in such inspections. YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.

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

7. ABSOLUTELY NO SMOKING is allowed within the leased premises and building or within 20 feet of building. Candles or any other burning or smoking devices are not permitted within the apartment. This includes hookahs, shishas, and all other smoking devices. Neither the Manager nor we will be responsible for any damage incurred from such situations. YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.

8. 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 RULE.

9. Fireworks or other combustibles are not permitted within the community. YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.

10. 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.

11. Manager and we assume no liability or responsibility for loss or damage of a vehicle or its contents while parked or in operation on the premises.

12. You agree that Manager and we 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 we have NO DUTY OF PROTECTION FOR 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 have sole liability for any injury, loss, damage or claim from such failure or refusal to evacuate.

13. Multiple electrical outlet plugs are not permitted. Surge protected power strips with circuit breakers are permitted. All extension cords must be of the grounded, three-prong type and be UL approved. Exterior television or radio antennas or satellite dishes of any size are strictly prohibited.

14. 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.

15. Upon move-in to your apartment, please make yourselves aware of all fire exits, stairwells, egress paths, pull stations, fire safety apparatus, and emergency telephone numbers. Fire drills will be conducted periodically throughout the year and all residents are required to vacate when an alarm sounds.

16 Tenants are prohibited from occupying roof unless there is an emergency. Any unauthorized use of basement or roof will result in a fine outlined in Fee Schedule.

17. Failure to clean lint from dryers is a leading cause of fires. Resident agrees to clean lint filter before and after every load of clothes they place in dryer and that area surrounding the dryer is free of combustible material.

18. Units may be inspected with reasonable notice by Landlord or Durham Town official with or without cause. Durham Town Officials may randomly inspect any residential units annually. Inspections shall be randomly selected by the Durham Building Official/Health Officer (DHO) and may be scheduled with notice that is adequate under the circumstances.

#### **RENTAL INSURANCE:**

You are responsible for obtaining your own property, causality and liability insurance. All property kept or stored on the premises shall be at your own risk and you agree to indemnify and hold us harmless from any injury, loss, claims, demands, suits or, judgments arising out of damages to same, including claims by your insurance carrier. WE STRONGLY ENCOURAGE YOU TO CARRY RENTER'S INSURANCE.

#### **VEHICLES/PARKING:**

1. Vehicles in use in the Apartment Community may not exceed a speed of 5 miles per hour.

2. Madbury Commons has a limited amount of onsite parking and all onsite vehicular parking spaces are designated for commercial uses of the property only. There is NO on-site parking provided for Residents. Residents are given option to purchase a parking pass at a satellite parking lot.
3. There is no overnight parking on site, and no overnight parking on any adjacent streets nor on Town property.
4. If Landlord designates certain parking spaces within the Apartment Community as Retail Customer Parking Only, Resident acknowledges that Resident and/or Resident's Guest who violate these designations and marked policies are subject to being towed at the expense and sole risk of the vehicle owner. Parking is limited to commercial customers only. Any vehicles parked in space longer than two hours is subject to towing.
5. Residents and/or guests cannot park in reserved covered or uncovered parking spaces unless assigned by management. Resident acknowledges that Resident and/or Resident's Guest who violate these designations are subject to being towed at the expense and sole risk of the vehicle owner.
6. If you improperly park your vehicle, it is subject to being towed away at your expense and sole risk.
7. If Landlord provides you with a vehicle identification decal or hang tag, it must be displayed as instructed by the landlord in your vehicle at all times and must be current (if applicable). If decal is not visible, your car is subject to be towed.
8. You cannot wash cars or other vehicles on the Apartment Community grounds, 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.
9. Trailers, campers, mobile homes, recreational vehicles, commercial vehicles (commercial trucks or equipment or vehicles that carry or are mounted with equipment used in a profession or employment, including taxis), trucks (other than a standard size or smaller pick-up truck or van), 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.
10. 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.
11. 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 other resident(s) or bedroom(s).
12. 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.
  - b. The vehicle or motorcycle is obstructing an entrance, exit, space or aisle of the parking facility.
  - c. 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.
  - d. The vehicle or motorcycle is parked in an apartment or apartment building.
  - e. Any other violation of the foregoing rules and regulations exist.

**OTHER RULES AND REGULATIONS/PROHIBITIONS:**

1. Neither you nor your guests may make or permit to be made any loud, disturbing, or objectionable noises. Musical instruments, radio, phonographs, 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. Management reserves the right at any time to fine, contact guarantors, or declare you in violation 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. See Fee Schedule for applicable fees/fines associated with violation.

2. Neither you nor your guests may use the Common Areas, parking lots or grounds in such a manner that interferes with the enjoyment of other residents.

3. Any general noise disturbances, i.e. noise from, parties, machinery, etc., should be reported to the Manager (during business hours) or the after-hours phone number (after business hours). Instructions will be provided to contact the appropriate management personnel to handle the disturbance.

4. No gathering, unless sponsored by Owner or Manager, may exceed 10 persons. See Fee schedule for fines imposed for violation of this rule.

5. 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 patio or Common Area a person who refuses to or cannot identify himself or herself as your guest.

6. 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 (including medical marijuana) 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. Management reserves the right at any time to fine, contact guarantors, or declares you in default of your lease for any of the above mentioned violations.

#### **SERVICE REQUESTS:**

We offer 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 after-hours phone number and explain the situation. Instructions will be provided to contact the proper service personnel. You agree to complete a written notification (a post/statement on Facebook or other social media sites is not considered a written notification) within a reasonable time of the immediate emergency notification. For non-emergency service requests, please call during posted Manager Office hours or submit request through online resident portal account. You must also notify us promptly in writing (a post/statement on Facebook or other social media sites is not considered written notification) at the Manager's address of any needed non-emergency repair or maintenance service (that is, one that does not pose a hazard to the health or safety of you or others). Maintenance requests can be submitted through our property website portal, phone calls, or e-mailing Manager.

Tenant shall not be entitled to reductions in rent due to inconvenience of repairs and or loss of amenities.

#### **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 immediately and part of the Lease once they have been delivered to you or posted in a public area of the Apartment Community used for such purposes for thirty days (30). 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 compliance by any person 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 within 5 days of move-in.

It is your responsibility to immediately read the instructions for operating the alarm systems and controlled access doors and contact the Manager if you have any questions. You acknowledge that electronic and mechanical systems may malfunction or fail and that Manager and we 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 personnel 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 we have no duty of foreseeability concerning criminal conduct or acts. Accordingly, you hereby release Landlord and the 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 none of such persons or entities are insurers or guarantors of your safety or that of your property in the Apartment Community. **MANAGER AND WE OWE NO DUTY OF PROTECTION TO YOU. YOU ARE RESPONSIBLE FOR YOUR OWN SECURITY/SAFETY AND FOR THE SECURITY/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 the Notices section of the Lease. Other methods of communication to Landlord and/or its Manager, including without limitation any communication made via fax pdf, website, social networking site (for example, Facebook, MySpace, Cyworld, Bebo, and others) 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 the Notices section of the Lease.

**MEDIA AND MARKETING ACTIVITIES:**

You consent to our use of photographs of you taken at functions or events sponsored by the Apartment Community, or in common areas of the Apartment Community, for marketing and promotional purposes. We may use these images in advertising, brochures, flyers, for posting on social networking sites such as Facebook and our websites and for related uses. You consent to the publication of these images and waive any claims you may have against us for our use of such images.

Landlord uses email and text messaging as a method of communication with its residents. By signing this Exhibit, Resident gives Landlord permission to email and text message information as it relates to the Apartment Community and Premises. You will receive email and text messaging directly from the Landlord, no spam or external advertising will occur. Message and data rates apply and no premium messaging will be incurred. To opt out of text messages, reply as directed.

**BY INITIALING THESE RULES AND REGULATIONS, YOU CONFIRM THAT YOU HAVE READ THESE REGULATIONS AND FULLY UNDERSTAND THEM. THESE RULES AND REGULATIONS ARE A PART OF YOUR LEASE AND THEY 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.**

**FEE SCHEDULE**  
**GOLDEN GOOSE PROPERTY MANAGEMENT, LLC**  
**MADBURY COMMONS**  
**("Community")**  
**17-21 Madbury Road**

**FEE SCHEDULE SUMMARY:**

This document is incorporated by reference under the "Community Rules" into the Lease Agreement between you and us. You agree to this "**Fee Schedule**" for the purpose of preserving the welfare, safety, and convenience of tenants in the Community, for the purpose of making a fair distribution of services and facilities for all tenants and for the purpose of preserving our property from abusive treatment. Failure to pay any fee assessed in accordance with this Fee Schedule may be deemed a default by you, of your Lease, and may result in termination of your Lease. Defined terms are the same as in the Lease.

**1. FEES FINES AND ADDITIONAL CHARGES**

You will pay us each "**Fee**" in addition to each "**Fine**" shown in the Fee Schedule Summary on or before the 1<sup>st</sup> day on which the Fee or Fine is levied. Each Fee and each Fine is payable at our address indicated in the Lease Summary (or at such other place of which you are notified by us). Except as provided by law, you have no right to withhold any Fee or Fine for any purpose, even an Act of God, or to reduce or offset any Fee or Fine by any of your costs or damages against us. You hereby authorize us to convert each Fee and/or Fine into an electronic item. The electronic payment will be for the amount indicated on your check and may be withdrawn from your bank account on the same day that your check is received. Your check will not be returned by the financial institution but instead may appear under the "Electronic Items" section on your bank statement.

If your Fee and/or Fine is not paid by midnight on the fifth (5<sup>th</sup>) day after which it has been levied, your Fee and/or Fine is late and you will be charged an additional late charge of \$25.00 for every 5 days of the month that the Fee and/or Fine or any part of it remains unpaid. Cash or postdated checks will not be accepted. We reserve the right to deduct any due fees or fines from the Security Deposit upon move out.

**2. FEES APPLICABLE TO YOUR APARTMENT**

A \$50.00 Fee will be assessed for all apartment key, fob, or card replacements, and a \$50.00 Fee will be assessed for all mailbox key replacements. A \$10.00 Fee will be assessed for any business hour lock out. A \$50.00 Fee will be assessed for any after hour lock outs. A \$200.00 Fee plus replacement cost of a door lock will be assessed for any key replacement, which necessitates the changing of any locking mechanism due to abuse of the door lock. A \$400.00 Fee will be assessed for replacement of interior door due to Resident responsibility/ damage. All fees will be due one week from date of replacement.

A written warning will be issued to remove any pet, in accordance with Community pet policy, and a \$200.00 Fine will be imposed, which is due and payable upon delivery of the written warning. This \$200.00 Fine is in addition to any damages to our property that may have been caused by the pet. At a minimum, in event of the presence of a pet, you will be charged with the replacement of the carpeting in the Apartment. If you do not remove the pet immediately, or if a second violation is observed, a 7 day notice of non-compliance will be imposed against you in addition to a \$500.00 Fine and/or at our option, we may declare you in violation of your Lease and seek such remedies that are available to us thereunder, including eviction.

A written warning will be issued to you and the other residents of your Apartment if another person who is not a resident is permitted to reside there or to have access to the Apartment, and a \$200.00 Fine will be imposed, which is due and payable upon delivery of the written warning. If a non-resident continues to reside or have access to your apartment after the issued warning and initial Fine, or if a second violation is observed, a 7 day notice of non-compliance will be imposed against you in addition to a \$500.00 Fine and/or at our option, we may declare you in violation of your Lease, and seek such remedies that are available to us thereunder, including eviction.

The following shall apply to complaints concerning you or your guest's violation of Community noise policy:

1<sup>st</sup> Complaint: A written warning will be issued.

2<sup>nd</sup> Complaint: A \$200.00 Fine will be imposed and is due and payable on delivery of the second notice and/or, at our option, we may declare you in violation of your Lease and seek such remedies as are available to us. Additionally, if the Community is fined as a result of a violation of current or future noise disturbance ordinances levied by the local police or sheriff's departments, these fines will be passed on to the appropriate resident or residents that were deemed to be the cause of the noise disturbance and resulting fines.



3<sup>rd</sup> Complaint: A \$500.00 Fine will be imposed and is due and payable on delivery of the third notice and/or, at our option, we may declare you in violation of your Lease and seek such remedies as are available to us.

DO NOT TOUCH, HANG ANYTHING FROM, OR OTHERWISE TAMPER WITH ANY FIRE PROTECTION OR SPRINKLER HEAD DEVICE. DOING SO COULD RESULT IN BREAKING THE DEVICE AND CAUSING TENS OF THOUSANDS OF DOLLARS IN DAMAGE TO THE COMMUNITY. IF IN OUR SOLE JUDGMENT YOU OR YOUR GUESTS' OR FAMILY MEMBERS' 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 RESULT FROM YOU, YOUR FAMILY OR YOUR GUESTS VIOLATION OF THIS RULE.

A \$250.00 Fine will be imposed for any Fire Safety Violations including tampering with/ covering smoke detectors and/ or Eviction.

A \$200.00 Fine will be imposed per item for any trash not properly placed in the designated receptacle for your 1<sup>st</sup> violation. A \$400.00 Fine will be imposed for each subsequent violation. Reported violations will be treated as a breach of your Lease.

A \$200.00 Fine will be imposed if resident or guest is found smoking in an apartment, common area or within 20 feet of the building.

### **3. FEES AND FINES APPLICABLE TO COMMUNITY COMMON AREAS**

A \$50.00 Fine will be imposed for any bicycle, motorized scooter, and other personal property parked or left outside an apartment building, except for on any bicycle racks that we may provide. A \$50.00 fine will be imposed for any bicycles found to be brought into an elevator and/or stored inside of an apartment.

A \$75.00 Fine will be imposed for propping open any door on property.

Up to a \$5,000.00 fine and/or eviction will be imposed for residents or guests of residents occupying the roof, unless due to an emergency.

### **4. FEES AND FINES APPLICABLE TO VEHICLES, PARKING AND TOWING:**

All Fees and Fines applicable to Vehicles, Parking and Towing will be levied in accordance with the "Parking Agreement" and posted policy signs. A \$150 fine will be imposed to any resident that violates posted parking policy signs plus the risk of getting towed.

### **5. FEES AND FINES APPLICABLE TO SUBLETTING:**

Subletting is disallowed under the terms of the lease. However, tenants will be allowed to sublet their spot for a specified amount of time provided that the landlord gives consent. There is a \$250.00 non-refundable Sublease Fee to sublet your bedroom/apartment per sublet term. Resident responsibility of Lease Agreement and rent payment terms remain in effect during sublease term unless otherwise noted. Landlord is not responsible for condition or cleaning of unit in between sublease terms.

### **6. FEES AND FINES APPLICABLE TO LEASE RELEASES:**

There is a \$500 Lease Release Fee to release responsibility of Resident to Lease Agreement once replacement lease has been executed and security deposit has been paid by replacement Resident. A tenant will only be allowed to be released from lease after a new lease has been signed and a new deposit has been paid to fill the previous tenants spot. NO EXCEPTIONS.

## **SAFETY GUIDELINES**

We would like you to be aware of some important guidelines for your safety and the safety of your guests and your property. **MANAGER AND WE OWE NO DUTY OF PROTECTION TO YOU. YOU ARE RESPONSIBLE FOR YOUR OWN SAFETY AND FOR THE SAFETY OF YOUR GUESTS AND YOUR PROPERTY.** Residents must comply with all applicable local, state, and federal ordinances, rules, regulations, statutes and laws. 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're inside.
2. Use your night latches or dead bolt locks on the doors while you're inside.
3. Before answering the door, confirm the identity of the person. Look through a window or peephole. If you don't 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. Don't open the door if you have any concerns.
4. Do not give out or lend keys, gate or lock combinations to anyone.
5. Don't put your name, address, or phone number or other identifying markings on your key or key ring.
6. If you're concerned because you've lost your key or because someone you distrust has a key, ask the Manager to re-program the lock. We will be happy to accommodate you and will proceed with reasonable diligence. You will be responsible for the cost of the replacement key.
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, if applicable; and
  - Any malfunction of other safety devices outside your Apartment, 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:**

13. Lock your doors every time you leave your apartment regardless how long you will be away.
14. Leave a radio or TV playing softly while you're gone.
15. Close and latch your windows while you're gone, particularly when you're on vacation.
16. Tell your roommate(s) where you're going and when you'll be back.
17. Don't walk alone at night.
18. Don't hide a key under the doormat, a nearby flowerpot, or anywhere outside the apartment. Criminals know all hiding places.
19. Don't give entry codes or electronic door cards to anyone.
20. Use lamp timers when you go out in the evening or go away on vacation.
21. While on vacation, have your newspaper delivery stopped.
22. While on vacation, have your mail temporarily stopped by the post office.
23. 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.
24. Report suspicious activities or persons to the Manager. Call 911 or local law enforcement if your personal safety is at risk.

### **PERSONAL AWARENESS:**

On-site motion activated video recording systems are located overlooking entryways, courtyard, hallways, and corridors for safety of property, residents, visitors and employees. No safety system or device is failsafe. Even the best safety system or device can't prevent crime. Always be aware of your surroundings, and always proceed as if safety systems or devices don't 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 laws

