

PROVENCAL
DEVELOPMENT, LLC

**ADDENDUM TO LEASE AGREEMENT
RULES AND REGULATIONS**

The following Rules and Regulations are a binding part of Tenant's Lease with Landlord. Landlord provides these Rules and Regulations for Tenant's benefit and the benefit of the other tenants on the property. Please understand that any non-performance or breach of one of these Rules and Regulations constitutes a default by Tenant under Tenant's Lease and Landlord may, in its sole and absolute discretion, proceed with an eviction action or exercise any other rights or remedies afforded to it under Tenant's Lease or provided by Prevailing Law, which shall not amount to Tenant's release from the obligations of Tenant's Lease but shall in addition make Tenant responsible for any and all damages of Landlord. In accordance with Tenant's Lease, and security deposit hereunder, Tenant will also be charged for violation of these Rules and Regulations in order to offset those increased costs. Such charges are due and payable at the same time as the succeeding month's rent.

Neither Landlord nor Agent is responsible for the criminal acts of third persons, including without limitation the replacement or repair of stolen or damaged personal property. Tenant is strongly encouraged to secure apartment-dwellers, renters or similar insurance to cover any loss or damage to personal property.

1. Only authorized pets, subject to community manager's approval are allowed at any time on the premises, including visiting pets. An addendum to the lease must be signed and additional monies paid before pet may be brought to the property. Deposits for pets are non-refundable. Violation of this section is a default of the Lease and result in eviction:

FIRST: Upon Tenant's first violation of Paragraph 1, a written warning will be issued to Tenant specifying the complaint, and a \$500.00 charge per pet will be assessed against Tenant, and Landlord may, in its sole and absolute discretion, declare Tenant's Lease to be in default. Tenant will also be responsible for cleaning and replacement of carpet and/or furniture due to any damage and any necessary de-fleaing of the Unit.

SECOND: Upon Tenant's second violation of Paragraph 1, Landlord may, in its sole and absolute discretion, declare Tenant's Lease to be in default.

2. Landlord acknowledges Tenant may entertain friends and have parties and guests and invitees, subject to the Rules and Regulations. Tenant, Tenant's guests and invitees shall at all times maintain order in the Unit and at all places on the property grounds, and shall not make or permit any loud, improper or boisterous conduct or otherwise disturb the comfort or interrupt the sleep of other residents. All radios, television sets, phonographs, or any other appliances or items which may cause noise, etc. must be turned down to a level of sound that does not annoy or interfere with other residents, as determined by Landlord. No band instruments shall be played on the Apartments' grounds at any time. Accordingly, the following shall apply to complaints concerning a violation of this policy:

FIRST: Upon Tenant's first violation of Paragraph 2 as shown through Landlord's receipt of a written complaint, a written warning will be issued to Tenant specifying the complaint that was filed.

SECOND: Upon Tenant's second violation of Paragraph 2 as shown through Landlord's receipt of a written complaint, a \$100.00 charge will be assessed against Tenant.

THIRD: Upon Tenant's third violation of Paragraph 2 shown through Landlord's receipt of a written complaint, a \$150.00 charge will be assessed against Tenant and Tenant's Co-Signer/Guarantor will be notified.

FOURTH: Upon Tenant's fourth violation of Paragraph 2 shown through Landlord's receipt of a written complaint, a \$200.00 charge will be assessed against Tenant and Landlord may, in its sole and absolute discretion, declare Tenant's Lease to be in default.

In order for Tenant to refute a complaint, it is understood that the burden of proof is upon Tenant, who must refute such complaint with clear, convincing and undisputable evidence. Landlord expressly retains the right to increase the charges set forth herein if the initial charges fail to cover costs and expenses. Landlord retains the right to summon law enforcement officers, who may impose additional charges as determined by local laws.

3. No painting will be allowed.
4. No smoking allowed inside the premises.
5. Tenant is responsible for maintaining a RENTER'S INSURANCE POLICY as stipulated in the Lease Agreement.
6. The driveways, sidewalks, entry passages, stairs and halls shall not be obstructed, used for bicycles, motorcycles, scooters and other vehicles or any purpose other than ingress and egress.
7. Recreational vehicles, non-operational vehicles, commercial vehicles, boats, campers, jet skis, etc., are prohibited from being parked on the property grounds. Parking of vehicles in other than designated parking areas is strictly prohibited. Landlord reserves the right to refuse parking of any vehicle which may endanger life or property. Although guest parking is provided, these spaces may prove inadequate at certain times, such as when tenants may be entertaining or on football or other sports or college activity weekends. Tenant agrees to abide by all normal parking regulations and in particular not to double park, park in fire lanes, obstruct the flow of traffic, park in prohibited areas, park on landscaped areas or otherwise violate parking provisions in force from time to time.
8. Tenant agrees to display such decal as instructed. Tenant agrees that for such violation of any parking regulations in force from time to time, including, but not limited to, failure to display decal, Tenant's vehicle and the vehicles of Tenant's guests and invitees may be subject to being towed at Tenant's expense or to charges put in force by the Landlord from time to time. Only one vehicle is allowed per tenant.
9. Use of the common areas, including, but not limited to, the parking areas, walkways, clubhouse, swimming pool, fitness facilities and other amenities made available by Landlord, shall be governed by the rules and regulations posted in such common areas and shall be at the risk of Tenant and Tenant's guests or invitees. No glass containers are permitted in such common areas. No guest or invitee shall be permitted in the common areas except in the accompaniment of a tenant. Tenant

does hereby agree to indemnify, defend and hold harmless Landlord and Agent from any and all liabilities, claims, suits, demands, losses, damages, fines, penalties, costs or expenses (including, but not limited to, reasonable attorneys' fees and costs) arising by reason of any death, injury, damage or loss sustained by any person, including Tenant and Tenant's guests and invitees, in their use and enjoyment of the common areas. The indemnification obligations of Tenant to Landlord under this section shall not depend upon the existence of fault or negligence but shall apply whether or not Tenant, Tenant's guests or invitees, Landlord, Agent or any other person be at fault and shall include all legal liabilities arising without fault. Notwithstanding the foregoing, this section does not exculpate or limit the liability or cost of the Landlord or Agent arising as a result of the Landlord's or Agent's willful misconduct. Tenant shall immediately notify Landlord of any problems or safety hazards in the common areas.

10. The swimming pool is open daily, weather and maintenance permitting, from ____:00am to ____:00pm from Memorial Day through Labor Day, at the discretion of Landlord. Residents may host no more than two guests at a time. Any person not on the lease is a guest and must be accompanied at all times by the resident. *** This rule is subject to change if overcrowding occurs. ***
11. Use of foil and other similar unsightly materials, including, but not limited to, neon or flashing signs, advertising, etc., over windows is strictly prohibited. Windows and doors shall not be obstructed. If Landlord provides blinds on windows, such blinds will not be removed. If Tenant installs draperies over the blinds, any damage will be repaired or removed by Tenant or at Tenant's expense. Damage to property, including, but not limited to, paint, plaster, cabinets, carpets, floors, furniture or damage to any part of the Unit caused by leaving windows or doors open during inclement weather will be Tenant's responsibility.
12. Locks or security devices may NOT be changed or added without prior written permission of Landlord. Locks and the appropriate keys, and/or chains added must be left in place upon vacating the Unit. All keys and/or electronic access cards must be returned to Landlord upon termination of occupancy or Landlord may impose a reasonable charge.
13. Tenant, at Tenant's expense, shall be responsible for replacement of all interior light bulbs and tubes. All bulbs and tubes must be operational at the time Tenant vacates the Unit. Colored bulbs are not allowed in patio or balcony lights. Tenant may not remove any patio light, balcony light or globe. Landlord reserves the right to impose a reasonable charge for replacement of any patio light, balcony light or globe if removed.
14. Solicitation shall not be permitted on the Property, either by tenants or outside solicitors, without the prior written permission of Landlord.
15. Tenant must keep utilities (electricity, gas, etc.) turned on during the entire Term of Tenant's Lease in order to maintain appliances in operating order and to provide a minimum temperature of 60 degrees in cold months. The utilities must remain on until the 5th day of the month following the end of the Lease term for cleaning and maintenance preparation for the future tenant(s). From the date utilities are turned off by early cancellation or otherwise, it is presumed that Tenant has abandoned the Unit and the Landlord may enter and take possession in accordance with Prevailing Law. Any damages from the utilities being turned off until Landlord gains possession shall be paid by Tenant. If disconnected utilities are turned over to the account of Landlord, Landlord has the right to bill an equal share of such charges, plus reasonable management overhead, to Tenant. Tenant must be out by 1:00pm on the last day of the lease or will pay a \$200 penalty plus rents.
16. All trash, garbage and recycling will be placed in receptacles in locations designated by Landlord. Tenant agrees to cause trash, garbage and recycling to be deposited directly into such receptacles and not left in the Unit or in the common areas, hallways or similar places. Landlord reserves the right to impose a reasonable charge for violation of this section as well as for any littering by Tenant. Tenant agrees to place trash, garbage and recycling inside the receptacles, not outside the receptacles or in the surrounding area. If not recycled, flatten boxes before placing in the dumpster. Other household rubbish must be put into plastic garbage bags, secured at the top and placed in the dumpster. If the need to dispose of furniture arises, please contact the Property Manager and make arrangements.
17. Vehicles parked on the premises must be in operable condition, currently licensed and on record at the community office. Unlicensed and inoperable vehicles will be towed at the expense of their owners. Washing vehicles and performing mechanical work thereon is strictly prohibited unless special areas are designated in Landlord's sole and absolute discretion.
18. Tenant shall not, or permit any of Tenant's guests or invitees to, (a) keep any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion or that might be considered hazardous or extra hazardous by any responsible insurance company; (b) engage in the manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute or use illegal drugs, controlled substances or drug paraphernalia; (c) engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms; (d) engage or assist in the consumption of alcohol by a person under the legal age to consume alcohol in the State in which the property is located, or (e) engage in any other illegal activities, all of such on or within 1,000 feet of the property or otherwise. It is understood and agreed that a single violation of this policy shall be a default of this Lease.
19. Patio and balcony areas are to be kept in a clean and orderly manner. They are not to be used as storage areas and articles are not to be hung over railings. Trash cans are strictly prohibited on patio and balcony areas. Bicycles, motorcycles, scooters and other conveyances may not be parked on or chained to patio and balcony areas. Outdoor furniture only is allowed on patio areas. A \$75.00 charge will be assessed against Tenant for violation of this policy. A reasonable charge will be assessed if furniture belonging inside the Unit is found on the patio or balcony area. A reasonable charge for replacement will be assessed, if said furniture is damaged.
20. Water beds are prohibited. Fish tanks can only be on the bottom floor.
21. Tenant must check the smoke alarm upon occupancy and once a month during the Term of Tenant's Lease and immediately notify Landlord of any malfunctions and neither Landlord nor Agent shall be charged with knowledge of any such malfunction prior to receipt of such notice. Tenant, at Tenant's expense, shall be responsible for replacement of smoke alarm batteries, which must be changed every six months. Removal of smoke alarms or their batteries is prohibited. Tampering with any smoke alarm, sprinkler system or fire extinguisher is prohibited.
22. Throwing or dropping any objects whatsoever off of the patio or balcony areas or from windows of the Unit is prohibited.

23. Delivery services may leave packages for Tenant in the clubhouse office, which Tenant must promptly pick up. Tenant hereby agrees to release Landlord and Agent from any and all claims against them arising from their signing for packages on Tenant's behalf.
24. Tenant may receive door keys, mailbox keys, electronic access cards and/or electronic access codes, which Tenant acknowledges are for Tenant's personal use and Tenant agrees to not pass along such items to third parties and to keep such items confidential. Tenant shall be held responsible for any death, injury, damage or loss sustained by any person because of Tenant's negligence in passing along such items to any third party and not keeping such items confidential. Any duplicates of such items must be made by Landlord only, in its sole and absolute discretion. If any such item is lost or stolen, Tenant must promptly notify Landlord and Tenant will be charged a replacement fee for each such item replaced.
25. Lockouts (i.e., describing the event where a Tenant finds themselves locked out of their home due to forgetting or losing their keys, etc.) that occur during usual business hours will be resolved at no charge, if the person assisted appears to be a leaseholder on the lease and if said person can produce a valid photo ID to allow Landlord to confirm that person's identity. After business hours, management or maintenance personnel will charge \$50.00 to provide this remedy.
26. To obtain maintenance service, call the office or stop by during normal business hours. For emergency maintenance service after normal business hours call the after-hours number and leave a message, which includes Tenant's name, complete address and unit number, telephone number, and the nature of the service requested. Emergencies will be responded to quickly. Please visit Tenant's move in packet for information on emergencies.

PARTY RULES AND REGULATIONS

1. All parties must be pre-approved through Landlord's office. If any party is not pre-approved by Landlord, it will be shut down immediately.
2. The maximum number of allowed guests or invitees at a party is twenty-five (25), subject to local fire marshall rules. Parties with more than 25 guests or invitees will be shut down.
3. Parties must remain indoors.
4. Any Unit receiving more than one noise complaint will result in the party being shut down.
5. Open parties are not allowed. This means that all guests and invitees must be invited. Flyers inviting the general public are not allowed. If Tenant is caught distributing this type of invitation, Tenant and Tenant's Co-Signor/Guarantor will be contacted; Tenant will be in default of the Lease; and Tenant shall be subject to eviction.
6. There is a limit of one beer keg per party, though the keg will only be permitted if all attendees invited to the party are over the age of 21.
7. All parties shall end by 2:00 a.m.
8. All illegally parked vehicles will be towed. No warning will be given. Instruct Tenant's guests and invitees to park in designated areas.
9. Tenant is responsible for Tenant's guests' and invitees' behavior. The cost of repairing any damage caused by Tenant or Tenant's guests or invitees will be Tenant's financial responsibility.

LANDLORD'S DEFINITION OF A PARTY IS ONE UNIT HAVING TEN OR MORE GUESTS OR INVITEES.

Landlord reserves the right at any time to make changes to these Rules and Regulations as Landlord shall, in its sole and absolute discretion, determine to be necessary for the safety, care and cleanliness of the Unit and for the preservation of good order, comfort and benefit of tenants in general and for the efficient operation of the Property, and, upon notification to Tenant of such changes, such amended Rules and Regulations shall be deemed as equally binding upon Tenant and Tenant's guests and invitees as if originally set forth herein.

Provençal Development, LLC,
As agent for Landlord

By: _____

Date: _____

Title: _____

Tenant

Date: _____

Tenant

Date: _____

Tenant

Date: _____