

**MASSACHUSETTS APARTMENT LEASE AGREEMENT**

**INTRODUCTION**

**Avalon Acton**

We are pleased that you have chosen our Community as your new home!

You are entering into an Apartment Lease Agreement (this “Lease”) as of the Lease Execution Date set forth in the Summary of Key Lease Terms (the “Summary”) that we have provided to you as part of this Lease. Capitalized terms used in this Lease that are not defined are identified in the Summary.

We have tried to make this Lease as easy as possible for you to review, including writing much of it in a question and answer format. Your Lease consists of all of the following, taken together:

- This Introduction
- Document 1: Summary of Key Lease Terms
- Document 2: Questions and Answers (Additional Lease Terms)
- Document 3: Community Specific Terms
- Document 4: Community Policies
- Document 5: Security Deposit Agreement
- Any Other Addenda and Documents we give to you as part of the Lease at the time you enter into the Lease.
- Any Rules and Regulations posted from time to time at the Community

This Lease is contingent on our approving your application and we are entering into it with you based on what you told us in your application. Your representations in the application are deemed material. If any of those representations are untrue, incorrect or misleading, you will have breached this Lease and we may terminate this Lease in accordance with applicable law.

**APARTMENT LEASE AGREEMENT - SUMMARY OF KEY LEASE TERMS**

This Summary of Key Lease Terms (the "Summary") is an integral part of your Lease and is included within this Lease for all purposes. All terms used in the Summary are deemed to be defined terms for purposes of the Lease.

**APARTMENT ADDRESS: 1003 Avalon Drive, Acton, Massachusetts 01720**

**COMMUNITY NAME ("The Community"): Avalon Acton**

**LEASE EXECUTION DATE:** \_\_\_\_\_

**LEASE BEGIN DATE:** 05/20/2012  
**LEASE END DATE:** 05/19/2013

**CURRENT LEASE TERM:** 12  
**ORIGINAL MOVE-IN:** 05/20/2010

**RESIDENT(S):** Yvonne Crockett

**OCCUPANT(S):**

**MANAGER:** We are the property manager and agent of the Owner. In this Lease, the Manager is referred to as "we", "us", and "our."

Name: AvalonBay Communities, Inc.

Address: 1000 Avalon Drive, Acton, Massachusetts 01720

**OWNER:** The Owner is:

Name: AVB Acton LLC

Address: 700 N. Glebe Road, Suite 500, Arlington, VA 22203

**PAYMENT OBLIGATIONS (ALL AMOUNTS PAYABLE UNDER THIS SECTION CONSTITUTE "RENT"):**

**SUMMARY OF RECURRING MONTHLY CHARGES:**

Base Rent: \$737.00

TOTAL Monthly Charges: \$737.00

**SUMMARY OF REQUIRED DEPOSITS:**

Security Deposit: \$500.00

**OWNER UTILITY OBLIGATIONS:**

Electricity: Paid by Resident  
Gas/HWE: Paid by Resident  
Trash: Paid by Owner  
Water: Paid by Resident  
Sewer: Paid by Resident  
Other: Paid by Resident

**SUMMARY OF ONE-TIME PAYMENTS:**

**MISCELLANEOUS TERMS/CHARGES:**

*RENT DUE DATE:* 1st of Month  
*LATE CHARGE DATE:* 31st  
*LATE CHARGE:* \$75.00  
*Returned Check Charge:* \$35.00  
*Transfer Charge:* \$500.00

**ASSIGNMENTS:**

**Initials:** \_\_\_\_\_

**MASSACHUSETTS APARTMENT LEASE AGREEMENT**  
**QUESTIONS AND ANSWERS (ADDITIONAL LEASE TERMS)**

The *answers* to these questions form a part of this Lease. This Table of Contents and the questions themselves are not a part of the Lease, but have been provided to give you a convenient reference tool.

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## ***My Apartment and my Lease Agreement***

### **1. Who are the parties to my Lease?**

This Lease is between the Owner and the Residents listed in the Summary. When we use the terms “we,” “our” or “us” in this Lease, we are referring to the Owner or to the Manager acting on behalf of the Owner. When we use the term “you” or “your” in this Lease we are referring to the Residents, individually and collectively. The company listed as “Manager” in the Summary is the manager of the Community and has the authority to act as agent for the Owner in managing the Community. The Manager may or may not be the same company as the Owner.

### **2. Which apartment and non-residential units (garage, storage) am I renting?**

You are renting the Apartment listed under “Apartment Home” in the Summary. Your Apartment is located in the apartment Community listed under “Apartment Address” in the Summary. In addition, if you have elected to rent a Garage or Storage Unit, those units are listed in the Summary under “Assignments.” Your Apartment and the Community, including all buildings, common grounds, amenity and parking areas, are together called the “Premises.” You may only use the Apartment as a private residence, unless you have first obtained our written approval, which we may give or withhold in our sole discretion, subject to applicable law.

### **3. Who is allowed to live in my Apartment?**

Only the individuals and pets specifically identified as “Occupants” in the Summary may live in your Apartment. You are not permitted to take in boarders or roommates without our prior written consent, which we may give or withhold in our sole discretion. No one other than the Occupants may stay in your Apartment for more than four consecutive days or more than eight individual days in any one calendar month without our written permission.

### **4. Can I sublease or assign my Apartment Lease to someone else?**

Subletting all or part of your Apartment or securing a replacement resident, and any assignment of this Lease by you, will be allowed only with our prior written consent, which may be granted or withheld in our sole discretion. If we permit you to sublet your Apartment or assign this Lease, you will remain responsible for the payment of all amounts due under this Lease and the performance of all other obligations under this Lease, including payment for any damages. If you request that we consent to the sublease or assignment of your Lease, we may elect, at our sole option, subject to applicable law, to terminate your Lease and enter into a new Lease directly with the person to whom you propose to sublease or assign.

### **5. When can I move into the Apartment?**

You may move into the Apartment on or after the Lease Begin Date set forth in the Summary. Although we expect the Apartment to be ready for you on that date and it is unusual that an apartment is not ready for a resident, in the event that the Apartment is not ready for you to move in on the Lease Begin Date, neither the Owner nor the Manager will be liable for the delay. However, you will not be required to pay Rent and other monthly charges during the period of the delay.

If there is a delay in availability of your Apartment of more than 14 days, you may terminate this Lease by providing written notice to us up to the date when you are advised that the Apartment will be ready for occupancy, but no later.

If we allow you to move into your Apartment prior to the Lease Begin Date, you must begin paying Rent and performing your other obligations under this Lease beginning on the date you actually move into your Apartment. The date you move into your Apartment will not affect the Lease End Date or other terms of the Lease.

### **6. How long does my Lease run?**

The Lease begins on the Lease Begin Date specified in the Summary and ends on the Lease End Date specified in the Summary, unless it is either terminated, extended or renewed under the provisions of this Lease.

- a. **Terminated:** This Lease may be terminated by us if you default (See the answer to Question 21 below), or by you and us if we together change the Lease End Date (See the answers to Questions 43 and 44 below).
- b. **Renewed:** We may offer to renew your current Lease at any time before the end of the current Lease, but we have no obligation to do so. Your renewal lease term would begin at the end of the term of this Lease and may be on different terms from this Lease, which will be reflected by a new Lease signed by you and by us.

- c. **Extended:** **BY ENTERING INTO THIS LEASE AGREEMENT YOU AGREE THAT IF YOU DO NOT SEND US WRITTEN NOTICE OF YOUR INTENTION NOT TO RENEW YOUR LEASE AT LEAST SIXTY (60) DAYS PRIOR TO THE LEASE END DATE, YOUR LEASE WILL BE AUTOMATICALLY EXTENDED ON A MONTH-TO-MONTH BASIS UNLESS WE GIVE YOU NOTICE AT ANY TIME PRIOR TO THE LEASE END DATE THAT THE LEASE WILL END ON THE LEASE END DATE WITHOUT A MONTH-TO-MONTH EXTENSION.** If we permit you to continue as a Month-to-Month resident, you must pay the Community's market rent for your Apartment at that time (as determined by us in our sole discretion and communicated by us to you at least 60 days prior to the Lease End Date) together with a Month-to-Month Premium of 20% of the current monthly rent.

If you are or become a Month-to-Month resident your Lease will automatically be renewed on a month-to-month basis, unless you or we provide thirty (30) days' prior written notice to the other of termination. Such notice must specify the date the month-to-month tenancy will expire, which date must be at least thirty (30) days from the date the notice is given. In addition, we will have the right to increase your Rent from time to time upon thirty (30) days' written notice to you, subject to applicable law.

We may give you notice any time through the Lease End Date that we intend to terminate the Lease as of the Lease End Date and will not renew on a month-to-month or any other basis. **Nothing in this section is intended to waive our right to immediately file suit for eviction, without prior notice, if you remain, or appear to attend to remain, in possession of the Apartment after the Lease End Date without our permission or consent.** If we give you notice of our intent not to renew your Lease and you do not vacate the Apartment prior to the Lease End Date, then you will be a holdover resident and we reserve the right to recover the Apartment, in addition to all other rights we may have pursuant to applicable law.

#### **7. What if I sign this Lease and do not move into my Apartment?**

By signing this Lease, you have committed to pay Rent and Other Charges through the Lease End Date. This means that even if you do not take possession of your Apartment, you will remain liable for all of your obligations under this Lease, subject to our duty to take reasonable actions to rent your apartment to another resident. You understand and acknowledge that we have an obligation to use commercially reasonable efforts to lease your Apartment as quickly as possible to other qualifying affordable income households in the event that you do not take possession of the Apartment in order to minimize the damages caused by your default. However, if, for any reason, you are unable to occupy your apartment home after you have signed this Lease but before the Lease Begin Date, you have the right to make us an offer to terminate this Lease (whether this is your initial Lease or a renewal Lease with us) by sending us a written notice offer prior to the Lease Begin Date that is accompanied by an amount equal to one month's rent. You agree that such Termination Charge will be retained by us as consideration for our having taking off the market and reserved the apartment home for you from the date you sign this Lease Agreement until the date we receive the written notice and termination payment from you. If we accept your written offer and Termination Charge, your obligations under this Lease will terminate effective as of the date we receive such written notice and the termination payment, and we will refund your Security Deposit and, if applicable, Pet Deposit pursuant to the terms of the Security Deposit Agreement. If this termination is prior to your initial Lease term, we will also refund the common area/amenity charge that was paid. We will not refund any other charges.

#### **8. Who should I contact if I have questions or concerns regarding this Lease, my Apartment or the Community?**

If you have questions or concerns regarding this Lease, your Apartment or the Community, you should contact a representative of the Manager. You can stop by the leasing office during office hours, which are posted, or call the phone number listed on Document 3 (the Community Specific Terms) attached to these Questions and Answers and made a part of your Lease. For formal legal issues relating to the Lease or your residence at the Community, please send any notices in accordance with the answer to Question 53 below.

### ***My Financial Obligations Under the Lease***

#### **9. Who is responsible for paying the Rent and meeting other Resident obligations?**

Each of the Residents is responsible (on a joint and several basis) for paying all of the Rent and meeting all of the other obligations of the Residents under this Lease. This means that if one Resident does not pay his or her purported share of the Rent or perform the other obligations of the Resident under this Lease, the other Residents are responsible for paying the full amount of the Rent or performing those obligations.

#### **10. What is my Rent under the Lease?**

All payments of any kind under this Lease are considered Rent and must be paid in advance, on or before the first (1st) day of each month.

## 11. What are my monthly financial obligations to the Owner and Manager under the Lease?

Your monthly financial obligations to Owner and Manager under the Lease consist of your Base Rent for your Apartment and the recurring charges for any Garage or Storage Unit you are leasing, together with all other Recurring Monthly Charges identified in the Summary. **The total amount you must pay monthly is provided for you on the last page of the Summary and is called "Total Monthly Charges."**

If the Lease Begin Date on the Summary is other than the first day of a month, your first month's Rent will be prorated, and is identified in the Summary as "First Month Proration". If the Lease End Date on the Summary is other than the last day of a month, your last month's Rent will also be prorated and you will be provided with the prorated amount prior to the date such last month's Rent is due.

## 12. Will I have any other financial obligations to Owner and Manager under the Lease?

In addition to the Total Monthly Charges, you will be responsible for the following, if applicable as noted in the Summary:

- a. **Late Charge:** If your Rent is not paid before the Late Charge Date identified in the Summary, a Late Charge in the amount specified in the Summary will be due immediately. In the event of such late payment, we reserve the right to require that both the Rent and the Late Charge must be in the form of a money order, cashier's check or certified check. By signing this Lease, you are indicating that you understand and agree that the Late Charge is fair, reasonable and acceptable compensation to us, for the expenses and harm that we suffer when your Rent is not paid on time. You also acknowledge that it would be extremely difficult and burdensome for us to calculate, assess and collect compensation for the actual amount of such expenses and harm each time there is a delay in receiving your Rent and therefore the parties have agreed to this amount.
- b. **Returned Check Charge:** If you send us a personal check (for your Rent, Other Charges, Security Deposit or any other reason) and when we deposit the check it is returned for "insufficient funds" or for any other reason, you agree to pay the Returned Check Charge specified in the Summary as compensation for our expenses in processing the returned check. You will also be liable for any Late Charge incurred as a result of the check being returned. The Returned Check Charge is due with the redeeming payment.
- c. **Reimbursements:** You are required to immediately reimburse us for the full amount of any loss, property damage or costs of repairs or service caused by negligence or improper use of the Premises by you, your family, guests, invitees, agents or pets. These amounts include any damages or costs we suffer that are caused by a breach by you of any provision of the Lease. Any reimbursement you owe will be due immediately upon demand by us.
- d. **Utilities:** You may be responsible for paying for one or more utility services to your Apartment. See the section on "Utilities" below for more information.
- e. **Unreturned Keys:** If you fail to return keys, remotes or other access devices that we give to you, you must pay any associated replacement costs.
- f. **Month-To-Month Premium:** If you are or become a Month-to-Month resident, in addition to all other amounts due under this Lease, you will be required to pay market rent for your Apartment that we determine in our sole discretion, plus the Community's Month-to-Month premium, equal to 20% of such monthly market rent. We will provide you with a new Summary specifying the market rent and the amount of such Month- to-Month premium.
- g. **Transfer Charge:** If you are not in default of your lease, we will allow you to transfer to another apartment or another Avalon Community during your lease. All transfers must be requested in writing 30 days in advance. If you want to transfer from your apartment to another apartment within the Community or within 30 miles of the community, you agree to pay a Transfer Charge in an amount specified by the community from time to time. This Transfer Charge is non-refundable and a new lease on our current lease form must be signed by you. The Transfer Charge is due at the time you transfer apartments and you will be required to pay back a pro rata portion of any concession you received. If you want to transfer to another Avalon community more than 30 miles away, you will not be charged a Transfer Charge. Due to availability and other circumstances, we cannot promise that your transfer request will be granted.
- h. **Additional Amounts.** You will also be required to pay any other amounts set forth in the Summary, required by other provisions of this Lease, or payable in accordance with Community policies.

## 13. Where and when do I pay my Rent?

Your Monthly Rent is due on or before the first day of each month in advance. Ordinarily, as long as you remain current in your financial obligations, you may choose to pay your rent by check, money order or

cashier's check **made payable as provided in Document 3 (Community Specific Terms)**. If available at the Community, you may also choose to pay electronically or by credit card, using a third party service. Your Community can tell you whether this service is available to you and give you further information about it. Unless otherwise directed by the Manager or the Owner, your payment must be sent to the address provided to you by the Community and received by us by the due date. We are not obligated to accept partial or late payments of Rent but may elect to do so, at our sole option. Our acceptance of any partial payment does not relieve you of your obligation to pay the outstanding balance due. Payments made by check may be processed using electronic check conversion. By sending your check to us, you authorize us to copy your check and use the account information from your check to make an electronic fund transfer from your account in the same amount as the check.

We reserve the right to require that any Rent that is paid after the Late Charge Date must be in the form of a money order, cashier's check, or certified check. If you give us a check that is returned for "insufficient funds" or for any other reason, you may be required to pay all Rent by money order, cashier's check or certified check.

Your Rent payments will be credited to your account on the date they are processed by us, provided your check is not returned. Any Rent payment received after legal action has been initiated by us may be accepted, with or without written reservation of our rights, and will be applied to delinquent Rent due, but will not affect any legal action instituted by us against you to recover delinquent Rent, Other Charges and/or possession of the Apartment, and without waiving any termination of this Lease, except as provided by law.

**14. Will my financial obligations change during the Lease term?**

While we have no current plans to increase or decrease your financial obligations during your Lease term, occasionally circumstances change and an additional fee or charge is assessed against the Community, such as additional taxes or utility fees. Where we are permitted by applicable law to pass these fees or charges through to the residents of the Community, we may elect to do so by providing you with written notice in accordance with any applicable laws. In particular, if a sales tax is implemented or increased and is applicable to your rental of the Apartment or a Garage or Storage Unit, you agree that we will have the right to pass that new or increased sales tax on to you.

**15. Am I required to pay a security deposit?**

You are required to pay the Security Deposit amount as set forth under "Summary of Required Deposits" on the Lease Summary. We will hold this amount to secure the performance of your obligations under the Lease, in accordance with applicable law and the terms of the Security Deposit Agreement that you sign at the same time as the Security deposit is received by us. The Security Deposit Agreement is incorporated by reference into this Lease. You may not apply this amount to the payment of Rent or other charges, other than if you have paid a last month's rent in advance, which may be applied to the last month's rent due under this Lease.

***Rules and Regulations***

**16. What rules and regulations will apply during the Lease term?**

You and your family, guests, invitees and agents are required to comply with all rules and regulations made now or later by us pertaining to the Community. These rules include both (i) Document 4 (the Community Policies), and (ii) rules and regulations posted at the Community from time to time. You must obey all laws and ordinances applicable to your Apartment and the Community, and you, your family, guests, invitees, agents and pets must not be disorderly or disturb other residents.

**17. Are there any general behavioral guidelines?**

You must, and must cause your family, guests, invitees, agents and pets, to (i) show due consideration for neighbors and not interfere with, disturb or threaten the rights, comfort, health, safety, convenience, quiet enjoyment and use of the Community by us, other residents and occupants and any of their guests, invitees, neighbors or agents, (ii) not engage in abusive conduct toward us or our employees or agents, or (iii) not unreasonably interfere with our management of the Community.

**18. What if I don't follow the rules and regulations?**

As noted in the answer to Question 21 below, violations of any rules and regulations are a default under the Lease and, in addition to any other rights we may have, we have the right to terminate the Lease and take possession of the Apartment in accordance with applicable law. Notwithstanding any other provision of this Lease, under no circumstances are you entitled to a cure period for a violation of law or any criminal activity.

**19. What if my guests or other Occupants don't follow the rules and regulations?**

You are responsible for the behavior of your guests, invitees, pets and other Occupants of your Apartment at

all times, whether they are in your presence or not. We have the right to exclude from the Community any person who violates any of the rules and regulations or who unreasonably disturbs other residents or any of their guests or invitees or any of our employees or agents. In addition, we may exclude from any common area of the Community a person who refuses to show photo identification or refuses to identify himself or herself as a Resident, Occupant, or a guest, agent or invitee of a specific Resident.

### ***Default Provisions***

#### **20. When will I be in default under this Lease?**

You will be in default under this Lease if you do not timely comply with any of the terms of this Lease, including without limitation Document 4 (the Community Policies) as amended from time to time, subject to any notice or cure periods identified on Document 3 (the Community Specific Terms).

#### **21. What are the consequences of being in default under this Lease?**

If you are in default, we have many remedies under this Lease, including the right to terminate this Lease. In addition, you agree to pay us all costs and fees, including attorney's fees, litigation and collection costs that we incur in enforcing our rights under this Lease, to the fullest extent to which we are entitled to collect such sums from you under applicable law.

If you do not pay Rent as required by this Lease, or you are otherwise in default, and we recover possession of the Apartment, whether by an eviction proceeding or otherwise, you will remain liable for our actual damages due to your breach of this Lease. Actual damages may include, without limitation, a claim for Rent that would have accrued through the end of the Lease Term or until a new tenant starts paying Rent under a new lease for the Apartment, whichever occurs first. If, in an effort to mitigate our damages, we reasonably re-rent your Apartment at a lower rental rate, actual damages for which we seek reimbursement may also include the reduction in rent we receive during the remainder of your original Lease Term.

If at any time you are in default under this Lease, or have given us good cause for your eviction pursuant to applicable law, we are entitled to reenter the Apartment as permitted by applicable law. If you continue to occupy the Apartment we are entitled to proceed by a summary dispossession proceeding, or by any other method permitted by applicable law, and to remove all persons from possession of the Apartment as permitted by applicable law.

### ***Utilities***

#### **22. Who is responsible for paying for utility services to the Apartment?**

We will pay for the utility services to your Apartment that are marked "yes" on the Summary under "Owner Utility Obligations" and the costs for those utility services are included in your Rent. You will be responsible for paying costs for or associated with all other utility services ("Utility Charges"), as described below. You understand that we are not a utility company and you agree that we are not liable for any inconvenience or harm caused by any stoppage or reduction of utilities beyond our control.

#### **23. How will I be billed for utilities that are not included in my Rent?**

For each utility that is not included in your fixed monthly Rent, you will be charged for the availability and/or usage of the utility through either "Direct Utility Billing" or "Allocated Billing", as described more fully below. This amount is considered as additional Rent and is due as provided herein:

(i) **Direct Utility Billing** – The utility provider will bill you directly on a separate metering and billing basis. It is your sole responsibility to initiate such service in your name before accepting the Apartment (or after we discontinue service), and to terminate the service prior to vacating the Apartment. Your community consultant can provide you with information about local utility companies and how to initiate service. If you fail to initiate such service in your name, we may bill you (either directly or through a billing company with which we have contracted) for any utility service you receive which is charged to us. Such bills may include an administrative fee. You hereby authorize us to serve as your agent to receive copies of your utility billing records directly from the utility provider.

(ii) **Allocated Billing** - We or our billing agent will allocate and bill you directly for a portion of the utility charges we incur for the whole Community, with your allocated portion determined on a sub-metering, square footage or other billing basis, as described in more detail under "Utility Billing Methodology" on Document 3 (the Community Specific Terms). You will receive such bills monthly unless you are otherwise notified in writing. Such bills may include an administrative fee from our billing agent. If so, the maximum amount of the administrative fee is identified on Document 3 (the Community Specific Terms).

In the case of Allocated Billing, your community consultant can share with you the approximate Utility Charges for utility service for your Apartment based on historical amounts, but we cannot guarantee

what your charges will be and they will vary based on the factors described on Document 3 (the Community Specific Terms).

In the case of Allocated Billing, subject to applicable law, we may modify the Utility Billing Methodology by which your allocated portion of the bill is determined for any utility during the term of this Lease by providing you with at least thirty (30) days' prior written notice of such modification. This includes, but is not limited to, submetering the Apartment for certain utility services. All amounts due from you for Allocated Billing, determined as provided on Document 3 (the Community Specific Terms), must be paid by the due date specified on the bill. Failure to pay a bill for Utility Charges from us within thirty (30) days when due will result in a late payment in the amount of \$5.00, except where prohibited by law. In addition, failure to pay a bill for Utility Charges from us when due will be failure to pay Rent, triggering all of our remedies for non-payment of Rent set forth in this Lease and under applicable law. You agree that, unless prohibited by applicable law, we will subtract from your security deposit the amount of your final bill for Utility Charges and unpaid balance due, as these amounts are considered Rent.

You agree to pay all Utility Charges during the term of this Lease, including any utility deposits required by the utility company. Further, to the extent permitted by law, if you fail to pay Utility Charges, and we are assessed by the utility company for these Utility Charges, then we may pay these assessments to such utility company and subtract a like amount from your Security Deposit. Further, if you fail to pay Utility Charges, and power to your Apartment is cut off by the utility provider, you will be in default under this Lease.

You acknowledge that we are not a utility company and we are not responsible for the supply of utility services or water to your Apartment, even for those services for which you are billed on an Allocated Billing basis. In the event of interruption or failure of utility or water service provided to the Community by the local utility or water company, including but not limited to an inadequate supply, poor pressure and/or poor quality, you will look solely to the local utility or water company for any damages you incur and you waive any claim against us, subject to applicable law.

**24. Do I have to contact any utility companies?**

Yes. You must contract directly with the appropriate utility company for each utility service not provided at our expense (i.e., marked "no" under "Owner Utility Obligations" on the Summary or otherwise discontinued by us during the term of the Lease).

***Care of my Apartment and Responsibilities Relating to my Apartment and Community***

**25. Should I inspect my Apartment when I move in?**

Yes. At the time you first occupy your Apartment or within fifteen (15) days after your Move-In Date, you should complete an itemized "Move-In Inspection Report" (on a form provided by us) detailing all damages to your Apartment existing at the time you move in. Both you and we will initial the completed form and you may keep a copy. Completing this Move-In Inspection Report will protect you and help ensure that you are not charged on move out for any damages to the Apartment that existed before you moved in. If you do not complete and return the Move-In Inspection Report within fifteen (15) days after your Move-In Date, we may treat such failure as your representation to us that there are no damages and/or defects in your Apartment and the cost to repair any damages found after you move out will be deducted from your security deposit. If we disagree with any damages and/or defects you list on your Move-In Inspection Report, we will let you know within five (5) business days after we receive the completed Move-In Inspection Report from you.

**26. Will you provide me with light bulbs?**

When you move in, we will furnish light bulbs and tubes of prescribed wattage for the light fixtures located in your Apartment. After that date, you agree, at your expense, to replace light bulbs and tubes in your Apartment.

**27. What are my general responsibilities in caring for my Apartment and the Community?**

You are responsible for using reasonable diligence in caring for the Premises and agree to maintain the Apartment, together with the furniture, furnishings and other personal property, if any, provided by us, in as good condition as they were at the start of this Lease except for ordinary wear and tear. You must maintain the Apartment in a clean and sanitary condition, free from unreasonable clutter, and in a condition which does not cause or contribute to pest or rodent infestation. No holes are to be driven into the cabinets, woodwork, ceilings or floors. Holes are permitted in walls for wall hangings only. No change of locks or additional locks are permitted except by our prior written consent. You may not remove any fixtures, or any of our furniture or furnishings from the Premises for any purpose. You may not tamper with or disable any fans or water saving devices. You acknowledge that on the Move-In Date all smoke detectors and carbon monoxide detectors (if any) were present and were in good working order, and that after that date, you will maintain any smoke and carbon monoxide detectors and replace any batteries when necessary.

**28. What are my responsibilities to heat and cool my Apartment?**

During the heating season you are required to keep the Apartment thermostat at no less than 55 degrees Fahrenheit and during the cooling season you are required to run the air conditioning enough to prevent the accumulation of moisture. You will be liable for damages to your Apartment and other parts of the Community that result from your failure to comply with these requirements.

**29. Can I make any changes or improvements to my Apartment?**

You may only make changes or improvements to your Apartment with our prior written consent in our sole discretion and at your sole cost and expense. You understand and agree that all fixture improvements automatically become our property and will be surrendered with your Apartment at the termination of this Lease. Even if we give you permission to make changes to your Apartment, we may require you to restore the Apartment to its original condition at your expense at the termination of this Lease.

**30. Are there any actions I am required to take to help prevent excessive mold and mildew growth?**

Molds are naturally occurring microscopic organisms which reproduce by spores. Mold is found virtually everywhere in our environment, both indoors and outdoors. We have inspected your Apartment prior to your Move-In Date and have not observed any damp or wet building materials and/or visible mold or mildew. You are notified, however, that mold can grow if your Apartment is not properly ventilated or maintained. If moisture is allowed to accumulate in your Apartment, it can cause mildew and mold to grow.

It is important that you regularly allow air to circulate in your Apartment. You agree to keep the interior of the Apartment clean and to notify us promptly of any leaks, moisture problems and/or mold growth. You agree to maintain the Premises in a manner that prevents the occurrence of an infestation of mold or mildew in the Premises. You agree to uphold this responsibility by:

- (i) keeping the Apartment free of dirt and debris, including cleaning all toilets, sinks, countertops, showers, bathtubs and tile or linoleum floors with a household cleanser at least every other week,
- (ii) immediately reporting to us any water intrusion, such as plumbing leaks, drips or “sweating pipes,”
- (iii) immediately notifying us of overflows from bathroom, kitchen or laundry facilities,
- (iv) immediately reporting to us any visible mold growth on surfaces inside your Apartment,
- (v) using bathroom fans while showering or bathing and reporting to us any non-working fan,
- (vi) using exhaust fans when cooking, dishwashing or cleaning,
- (vii) using reasonable care to close all windows and other openings into the Apartment to prevent outdoor water from coming into the Apartment,
- (viii) cleaning and drying any visible moisture on windows, walls and other surfaces, including personal property as soon as reasonably possible (note: mold can grow on damp surfaces within 24 to 48 hours), and
- (ix) immediately notifying us of any problems with the air conditioning or heating systems that you discover.

You agree that you are responsible for damage to the Premises and your property, as well as injury to you or any Occupants or guests, as well as any other occupants of the Community and their family, guests, invitees and agents, resulting from your failure to comply with the terms of this Section.

**31. What if there is damage to the Apartment or Community?**

If you become aware of damage to the Apartment by fire, water or other hazard, or you become aware of malfunction of equipment or utilities, you agree to notify us immediately. If we determine, in our sole discretion, that the damages are of such an extent and nature that the Apartment remains fit for occupancy or can be made fit for occupancy within a reasonable period of time, this Lease will continue and we will repair the damage within a reasonable period of time. Except as otherwise required by law, your Rent will not abate while we are making the repairs. If we determine, in our sole discretion, that the damages are of such an extent and nature that we cannot make the Apartment fit for occupancy within a reasonable period of time, we will provide you with a written notice of termination and this Lease will end on the date specified in the notice. If the Lease is terminated, you will be liable for Rent only up to the date you vacate the Apartment (except in those situations where you, your family, guests, invitees, agents or pets were responsible for the damage or destruction, in which case you may be liable for our damages, including lost Rent).

**32. Am I required to purchase renter’s insurance?**

Yes. You acknowledge that we have not purchased insurance coverage for your personal belongings or any personal property located in your Apartment or anywhere at the Community or for any personal liabilities that may be suffered or incurred by you or your family, guests, invitees or any other occupants of or visitors to your Apartment. During the term of this Lease, you agree to purchase and maintain, at your sole cost and expense, a comprehensive personal liability policy or its equivalent, issued by a licensed insurance company that you select which provides limits of liability of at least \$100,000 per occurrence. All policies shall waive rights of subrogation against the Owner and Manager. You agree to provide a copy of these insurance

policies or certificates evidencing these insurance policies in form and content reasonably acceptable to us at the time you obtain the policies and on each annual renewal date for such insurance policies. You agree to maintain these insurance policies during the entire term of your residency at the Community.

**33. How does parking work at the Community?**

In addition, we may choose to assign parking spaces or parking areas at the Community. If we assign parking spaces or parking areas, you and your guests may only park a motor vehicle in the space or area we designate. You are responsible for where your guests park. If you or your guests park in a space or parking area other than the one we designate, we can have the vehicle towed and stored at your expense. If you park at the Community, it is at your own risk. We will not be liable for any property damage or personal injury, including, but not limited to, the theft of or any damage to any automobile owned by you or your guests that is parked at the Community, that results from your use of the Garage.

**34. Are there any restrictions on my use of a storage area?**

If you are renting a storage unit, or we otherwise provide a storage area to you that is separate from your Apartment, your use of the storage unit or storage area is at your own risk. We are not liable for any loss or damage to anything you put in the storage unit or storage area. We will not be liable for any injury to you or any other person who is in the storage unit or storage area or who is going to or from the storage unit or storage area. You may not store any flammable, hazardous or toxic substances or other dangerous materials in the storage unit or storage area. You may not plug in or operate any appliance in the storage unit or storage area. You may not keep animals or pets in the storage unit or storage area. Upon the termination of this Lease, any property not removed from the storage unit or storage area will be considered abandoned and we may remove and dispose of the property in any fashion we see fit, subject to applicable legal requirements.

**35. Are there any restrictions on materials that I can bring into the Community?**

You may not permit hazardous or toxic materials to enter the Community without first obtaining our written consent and complying with all applicable Federal, state and local laws pertaining to the transportation, storage, use or disposal of hazardous or toxic materials. If your transportation, storage, use or disposal of hazardous or toxic materials at the Community results in (i) contamination of the soil or surface or ground water, or (ii) loss or damage to persons or property, you must (1) notify us immediately of any contamination, claim of contamination, loss or damage, (2) after consultation and approval by us, clean up the contamination in full compliance with all applicable statutes, regulations and standards, and (3) indemnify, defend and hold the Owner/Manager Affiliates harmless from and against any claims, causes of action, costs and fees, including attorneys' fees (to the fullest extent permitted by applicable law), arising from or connected with any such contamination, claim of contamination, loss or damage, including the cost of remediation.

**36. How will you deal with pest issues in my apartment home?**

It is our goal to maintain the highest quality living environment for our residents. Therefore, you should know that we have inspected your apartment home prior to the Lease Begin Date and know of no insects or other pests living in your apartment. You are hereby notified, however, that pest control is an on-going process in an apartment community. It is important that you keep the interior of the apartment clean and that you promptly notify of us of any insects or other pests in your apartment home. You agree to maintain the Premises in a manner that prevents the occurrence of an infestation of pests in the Premises. You agree to uphold this responsibility by (i) keeping the apartment free of dirt and debris, (ii) carefully inspecting all materials brought into the apartment, including luggage, furniture and boxes, for pests and (iii) immediately reporting to us any insects or other pests observed.

You agree to cooperate with pest control efforts, which may include, particularly in the case of bedbugs:

- removing all bedding, drapes, curtains and small rugs for cleaning;
- checking mattresses carefully and encasing them in vinyl covers;
- emptying dressers, nightstands and closets;
- vacuuming floors;
- cleaning all machine washable bedding, clothing, etc.; and
- moving furniture toward the center of the room to provide access for exterminators;

You agree to indemnify and hold the Owner and Manager harmless from your failure to comply with the terms of this section.

***Owner's and Manager's Responsibilities Relating to my Apartment and the Community***

**37. What are the obligations of the Manager and Owner with regard to the Community?**

We will maintain all common areas of the Community in a clean and sanitary condition, make all reasonable

repairs and comply with all applicable Federal, state and local laws with respect to such areas.

**38. Are the Manager and Owner responsible for my personal security or the security of my property?**

Except for our legal obligation not to act negligently in the operation and maintenance of the Community, you agree and acknowledge that we are not responsible for the safety or security of you, your property or your family, guests, agents and invitees. This means that, in general:

- We are not responsible for property damage or personal injury resulting from the criminal activities of other residents or third parties.
- We do not warrant, imply or guaranty that access controls, alarm systems, devices, or security personnel employed at the Community, if any, will be operable at any given point in time or will discourage or prevent breaches of security, intrusions, thefts or incidents of violent crime.
- We reserve the right to reduce, modify or eliminate any access control, alarm system, device or personnel at any time and you acknowledge that any such action will not be a breach of any obligation or warranty on our part.

You agree to notify us promptly in writing of any problem, malfunction or failure of lights, door locks, window latches, controlled access gates, intrusion alarms, and other access control system. You acknowledge that you have received no representation or warranties, either express or implied, as to any security or access control system at the Community. We have not in any way stated or implied to you that the security of any person or property was or is provided or that the Community and/or surrounding neighborhood has been or will be free of crime. Neither the Manager nor the Owner will be liable to you based on any claim that security or an access control was not provided, except as otherwise provided by applicable law. You hereby release and hold the Manager and the Owner harmless from claims arising out of criminal acts of other residents and third parties.

**39. When can the Manager or the Owner enter my Apartment?**

We or our agents may enter your Apartment for any reasonable business purpose at reasonable times, including without limitation to perform repairs, renovations or upgrades. We will provide notice to you before entering your Apartment except (i) in cases of emergency, (ii) when performing work in response to a service request made by you that requires entry into your Apartment and in which you have granted permission to enter, and (iii) when your Apartment appears to have been abandoned. Anytime we are in your Apartment for any reason, we will leave a notice indicating that we entered your Apartment and the reason for doing so. In addition, if you are absent from your Apartment for more than seven (7) days, we may enter your Apartment at times reasonably necessary to protect our property.

**40. How will you treat the personal information I provide to you?**

It is our policy to generally maintain any information you provide to us in a confidential manner. However, you are advised, and you acknowledge, that, subject to applicable law, our standard practice is to disclose information contained in our lease files regarding you or this Lease in response to a request for information from a governmental or municipal administrative agency or law enforcement agency. In addition, you are advised, and you acknowledge, that, subject to applicable law, we will release information regarding you or this Lease in the following situations:

- (i) where you have agreed in writing to the release of such information, (ii) in connection with the filing of negative credit report information, as permitted by applicable law, as a result of our allegation that you failed to pay any amount owing hereunder, (iii) where necessary for Owner's or Manager's accountants, attorneys or insurers in connection with their business operations and performance of services, and/or (iv) pursuant to subpoena, court order, applicable law or regulation or governmental request.

You promise that all information you provided to us on your rental application or otherwise was given voluntarily and knowingly by you and is accurate. If we subsequently discover that any information is not accurate, we have the right to terminate this Lease upon at least three days' written notice to you. **You represent and warrant that you are not listed on the list of Specially Designated Nationals and Blocked Persons (SDNs) issued by the Office of Foreign Asset Controls (OFAC). If you are or become listed on OFAC's list of SDNs at any time during the term of your Lease, this Lease will become null and void.** In case of bond-financed or affordable housing communities, you further (a) certify the accuracy of the statements made in the Income Certification, (b) agree that the family income, family composition and other eligibility requirements are deemed substantial and material obligations of your tenancy, (c) agree that you will comply promptly with all requests for information from the Developer, Manager, the Trustee, the Authority and any other Regulatory Agency, and (d) agree that your failure or refusal to comply with a request for information will be a violation of a substantial and material obligation of your tenancy. Your failure or refusal to comply with these provisions is a material breach of this Lease and gives us the right to exercise all available remedies against you, including the right to evict you, subject to applicable law.

**41. Are there any other limitations on the liability of Owner and Manager or indemnification obligations by me?**

Yes. You agree that the Owner and the Manager, and their affiliates and their respective directors, officers, employees, agents, stockholders, members and partners or their successors or assigns (collectively with the Owner and the Manager, the "Owner/Manager Affiliates") will not be liable to you, your family, guests, invitees or agents for any damage or loss to property or injury to persons caused by other residents of the Community or by any other persons, unless we are adjudicated by a court of law as having been negligent. You indemnify and agree to defend and hold the Owner/Manager Affiliates harmless from and against all claims for damages or loss to property or injury to persons arising from your use of your Apartment or the Community, or from any activity, work or thing done by you, your family, guests, invitees or agents or by any pet in or about the Apartment or the Community (including legal fees and court costs we incur). This indemnity by you covers any claims for damages or loss to property or injury to persons arising from or based upon any potentially health-affecting substances or forms of energy brought or allowed to be brought into the Community by you or your family, guests, invitees or agents, or by any other person living in, occupying or using your Apartment.

**The Owner/Manager Affiliates will not be liable for personal injury or damage or loss of your personal property (furniture, jewelry, clothing, automobiles, food or medication in the refrigerator, etc.) resulting from theft, vandalism, fire, water, rain, snow, ice, earthquakes, storms, sewage, streams, gas, electricity, smoke, explosions, sonic booms, or other causes resulting from any breakage or malfunction of any pipes, plumbing fixtures, air conditioner, or appliances, unless it is due to our negligent failure to perform, or negligent performance of, a duty imposed by applicable law. The Owner/Manager Affiliates will not be liable to you due to any interruption or curtailment of heat, hot water, air conditioning or any other service furnished to you, except as provided by applicable law. In no event will the Owner/Manager Affiliates be liable, at law or in equity, for indirect, incidental, special, punitive or consequential damages, however arising, whether based on contract, tort, warranty or any other legal theory, even if the Owner/Manager Affiliates have been advised of the possibility of such damages.**

Your obligation to indemnify, defend and hold the Owner/Manager Affiliates harmless includes, but is not limited to, liabilities arising from the use of the amenity areas and health facilities, if any, at the Community, by you, your family, guests, invitees and agents and other persons you allow to use such areas or facilities. Except as required by applicable law, none of the Owner/Manager Affiliates will be liable for any claims, causes of action or damages arising out of personal injury, property damage or loss that may be sustained in connection with the amenity areas and health facilities either by you or by any persons you allow to use such areas or facilities, unless such injury or damage is due to our negligent failure to perform, or negligent performance of a duty imposed by applicable law. You and any person you allow to use such areas or facilities assume all risk in using such areas and facilities and confirm that approval from a physician, if warranted, has been obtained.

**42. Whose responsibility is it if I ask one of Owner's or Manager's employees for extra help?**

We encourage you to hire professionals for your needs beyond those provided by us as your landlord. However, we recognize that there may be occasions when you ask our employees to render services, such as moving automobiles, handling furniture, cleaning, or any other services not expressly contemplated in the Lease. We and our employees are not obligated to render any such personal service. However, if an employee does assist you with any such kind of service the employee will be deemed to be your agent or employee (and not ours) with regard to that service, regardless of whether payment is made for such service. You indemnify and hold Owner/Manager Affiliates harmless from all losses they may suffer under such circumstances.

***Matters Relating to Moving Out***

**43. How does your 30 day guarantee work?**

We are committed to your enjoyment of your new apartment and your new community. If, for any reason, you are unhappy with your apartment home during the first thirty (30) days of residency (from the date you first move into the Community or the Lease-Begin Date, whichever occurs first), and wish to move, please notify us. You must provide thirty-days prior written notice to us of your intent to vacate, and you must vacate your apartment home prior to the end of such thirty-day notice period. You must also pay Rent from the Lease-Begin Date through the end of the thirty-day notice period or until you vacate the apartment, whichever is later (the "Termination Date"). If you provide written notice and pay Rent as required, your obligations under this Lease will terminate on the Termination Date and we will refund your Security Deposit (less any damages or Rent you owe) pursuant to the terms of the Security Deposit Agreement. We will not refund any other charges. This Move-In Guarantee does not apply to any lease renewal or to anyone that has previously rented an apartment in the Community.

**44. What if I want to end my Lease early but I make this decision after the first thirty days?**

You have committed to pay Rent and Other Charges through the Lease End Date. This means that if you vacate your Apartment prior to the Lease End Date or we terminate your Lease as a result of a default by you, you will remain liable for all of your obligations under this Lease, subject to our duty to take reasonable actions to rent your Apartment to another person. In general, the damages you will owe us will include the

payment of all Rent through (i) the end of the term (i.e., until the Lease End Date) or (ii) if earlier, the date a new resident occupies and begins paying Rent for your Apartment. You may also be liable for any other actual damages we may incur. We will use reasonable efforts to rent your Apartment in order to minimize the damages caused to us by your default, but we will be under no obligation to encourage prospective residents to rent your Apartment in preference to other vacant apartments.

You may limit the amounts you owe us for moving out prior to the Lease End Date if you and we agree to change the Lease End Date. You may make us an offer to change the Lease End Date to an earlier date than originally provided in the Summary. To be effective, your offer must be in writing, must specify a new Lease End Date at least thirty (30) days from the date of the offer, and must be accompanied by the "Early Termination Charge" then in effect at the Community. The leasing office can provide you with a form to assist you in making this offer. The Early Termination Charge is an amount that we set for this Community and change from time to time in our sole discretion. We generally will not accept an offer if you are in default under this Lease at the time the offer is made. If we accept your offer the Lease End Date will be changed to the date you indicate in your effective offer as your preferred Lease End Date. If we accept your offer, then we will retain the Early Termination Charge you paid with your offer. You must, however, comply with all other terms of the Lease, including timely payment of Rent and Other Charges prior to the new Lease End Date. You must leave the Apartment on or before the new Lease End Date. You will remain liable for all Rent, Other Charges and other sums that arise before the new Lease End Date or that arise on account of your residency with us or your failure to pay us any amounts owed. You agree that by making an effective offer, you will be indicating that such offer was made in your sole discretion and that you consider the terms of such offer reasonable in light of the benefit you will receive if we accept your offer. If you fail to pay the Early Termination Charge you will remain liable for rent and other charges through the Lease End Date or until your apartment is re-rented.

**45. Will I have to pay back any concessions I received?**

Yes. Lease concessions, if any, that you received on entering into this Lease are contingent upon your fulfilling all of the terms of this Lease through the original Lease End Date. If this Lease is terminated for any reason prior to the original Lease End Date, including, but not limited to, your default or early termination of this Lease, then you will be obligated to pay back to us a pro rata portion of any Lease concession received by you.

**46. Are there any special rules for members of the military?**

Yes. In the event you are or become a member of the Armed Forces on extended active duty, a member of the state National Guard serving on full-time duty, or a civil service technician with a National Guard Unit, and you: (i) receive permanent change-of-duty orders; (ii) receive temporary duty orders in excess of 3 months' duration; or (iii) are ordered to report to government-supplied quarters which results in the loss of your basic allowance for living quarters, you and your dependants may terminate this Lease by giving prior written notice to us, provided you are not otherwise in default. The termination will be effective on the last day of the month following the notice. As a condition to such termination, you will furnish us with a certified copy of the official orders which warrant termination of this Lease. Military orders merely authorizing base housing in the local area in which the Community is located do not constitute change-of-duty hereunder. Your Security Deposit will be refunded provided that the conditions of the Security Deposit Agreement are fulfilled.

**47. What if I don't move out by the Lease End Date?**

As noted in the answer to Question 6 above, we may allow you to remain as a Month-to-Month resident. However, if we do not choose, in our sole discretion, to let you remain, you will be liable for our direct and consequential damages, costs and reasonable attorneys' fees as permitted by applicable law in connection with your holding over and with our actions in obtaining possession of the Apartment as a result of your holding over.

**48. When should I turn in my keys?**

When you vacate your Apartment (after having given us the notice required in accordance with the terms of this Lease) you must deliver your keys to us. Do not leave the keys in your Apartment. If you do not deliver the keys to us at the end of your lease term (or notify us in writing that you are unable to do so because your keys are lost) then, at our option, the Lease will continue in full force and effect until such time as you deliver the keys to us (or notify us in writing). In such event you will continue to be liable to us for the payment of Rent and all other obligations under this Lease, subject to applicable law. Delivery of your keys to us before the end of your lease term will not terminate this Lease.

**49. Do I have to clean the Apartment when I leave?**

When you leave the Apartment, it must be clean and in the same condition it was in when you received it, except for ordinary wear and tear and for damage caused by fire or other casualty that was not your fault or the fault of your family, guests, invitees, agents or pets. If not, you will be required to pay the cost of (1) labor for cleaning the stove, refrigerator, kitchen, bathroom and other parts of the Apartment (including

carpet cleaning), (2) removing trash or other property left or abandoned in or around the Apartment, (3) painting the Apartment to cover dirt or stains beyond ordinary wear and tear or paint installed by you, (4) removing wallpaper you installed, (5) repairing or replacing any portion of the Apartment or our property that was damaged, removed or altered in any manner, and (6) any other work that is required to return the Apartment to the condition it was in when you received it, subject to ordinary wear and tear. We may deduct these amounts from your Security Deposit, subject to applicable law.

**50. What is “ordinary wear and tear”?**

While it would be impossible to provide every example of ordinary wear and tear, the basic idea is that ordinary wear and tear is the level of wear on the Apartment that could be caused by a reasonably careful occupant of the Apartment over the course of a lease term if (i) no accidents occurred (e.g., spills on carpets) and (ii) the Apartment, including its appliances and fixtures, were thoroughly cleaned at the end of the lease term. Ordinary wear and tear, for which you will not be charged, includes, but is not limited to, such items as wear on the carpet in high traffic areas, curtains or paint faded by the sun, and moderately dirty mini blinds or light switches as a result of normal use. Damages for which you will be responsible, on the other hand, include such things as stains and rips in the carpet, rips in curtains, marks on walls, missing or broken mini blinds and light switches, and baked on debris on kitchen appliances. **You should know that our experience shows that many residents leave the Apartment with some damages beyond ordinary wear and tear due to accidents; heavy usage that resulted in more staining, soiling or marks than would be expected under ordinary circumstances; or a decision not to thoroughly clean the Apartment at the end of the Lease, and therefore have deductions made to their Security Deposits.** You may want to consult with the leasing office at the Community regarding move out procedures and advice with respect to inspections and deductions.

**51. What if I leave my personal property in the Apartment when I move out?**

If you leave items of personal property in or around your Apartment after the term of this Lease has ended and delivery of possession has occurred, or if your Apartment appears to be abandoned, your property will be considered abandoned and we may dispose of it in any fashion we see fit, subject to applicable legal requirements.

*Miscellaneous*

**52. How will you provide notice to me when it is required?**

We can give you written notice by (a) mailing the notice to you at your Apartment, or (b) leaving the notice on or under your Apartment door or elsewhere in your Apartment or (c) where permitted by law by sending you an email. You will be deemed to have received the notice given in any of these ways, whether or not you actually receive the notice. Please note that our primary means of communication with our residents is email. Therefore, it is very important that we have a current and correct email address for each Resident. If you do not have an email, please let us know and check in with the office to see whether any email communications have gone out that you should be aware of. By signing this Lease, you expressly permit us, our agents and assignees, including but not limited to debt collection agencies retained by us for collection work, to use an automated dialing device to place calls to cellular devices owned or to be owned by you.

**53. How should I provide formal legal notice to you?**

Any notice from you to us must be in writing and may be given by (i) mailing it to us at the Community address, or (ii) delivering the notice to the Community Manager or Customer Service Manager at the Community’s leasing office during normal business hours. You agree that we may (but are not obligated to) treat notices and requests from any Resident as notice from all Residents and Occupants.

**54. Are there any third party rights that could affect the Community or my Apartment?**

- a. Condemnation: If the whole or any part of your Apartment is taken by condemnation or under the power of eminent domain, this Lease will automatically terminate on the date you are required to surrender possession to the condemning authority and you will not be entitled to any portion of the proceeds of any condemnation award or payment.
- b. Sale of the Community or Your Apartment: The sale of the Community or your Apartment, including a sale by foreclosure, will not affect this Lease or any of your obligations under the Lease. You agree that upon the sale of the Community or your Apartment, you will look solely to the new owner for the performance of the landlord’s duties under this Lease and will be deemed to have released the Owner/Manager Affiliates from all liabilities arising after the date of such sale. Upon our transfer of your Security Deposit to the new owner, you will look solely to the new owner for the return of the unapplied portion of your Security Deposit.
- c. Subordination: This Lease, and your rights hereunder, are subordinate to all land leases, present and future mortgages or deeds of trust, if any, affecting the Premises. We may execute any papers



**MASSACHUSETTS APARTMENT LEASE AGREEMENT**

**COMMUNITY SPECIFIC TERMS**

**Community: Avalon Acton**

**Payment:**

Under the answer to Question 13 of Document 2 of the Lease (Questions and Answers-Additional Lease Terms), you should make all payment checks payable to **AvalonBay Communities, Inc. - Avalon Acton**.

**Telephone Number:**

The telephone number for contacting our Customer Care Center is 877-AVB-MAIN

**Default Provisions:**

Under the answer to Question 20 of Document 2 of the Lease (Questions and Answers-Additional Lease Terms), you will be in default under the Lease if you:

1. You do not make your payment of Rent, including Other Charges, on time, or
2. You fail to comply with any lawful term, condition, obligation or agreement of this Lease, or
3. You violate or do not comply with any of the rules and regulations, including the Community Policies, of the Community, as amended from time to time, or
4. You are declared bankrupt or insolvent, or if any assignment of your property is made for the benefit of creditors, or
5. You either fail to occupy the apartment or abandon the apartment after occupying it, or
6. You violate your responsibilities as a resident under Federal, state or local law, or
7. You permit unauthorized persons or unauthorized pets to reside at the apartment

In any of these cases and notwithstanding any waiver of any prior breach, we may, without necessity or requirement of making any entry (subject to your rights under applicable law) terminate this lease by: (i) a seven (7) day written notice to you to vacate the Premises in case of any breach other than for non-payment of Rent; or (ii) a fourteen (14) day written notice to you to vacate the Premises in case of a breach for non-payment of Rent.

Subject to the provisions of G.L. c. 186, §§ 11 and 12, any Rent payment received after receipt of a written default notice may be accepted, with a complete reservation of all of our rights, and will be applied to delinquent Rent due but will not affect any legal action instituted by us against you to recover delinquent Rent, Other Charges and/or and possession of the apartment.

We may exercise any rights available to us under law in the event of any default.

**Gas and Electricity Billing Methodology:**

Under the answer to Question 23 of Document 2 of the Lease (Questions and Answers-Additional Lease Terms), all gas and electric service will be billed based on Direct Utility Billing and will be billed directly to you by the utility provider. As described in the answer to Question 24, you should contact the utility provider directly to initiate service in your name.

**Water and Sewer Billing Methodology:**

Under the answer to Question 23 of Document 2 of the Lease (Questions and Answers-Additional Lease Terms) your water and sewer bills will be billed based on Allocated Billing. If applicable under your lease (i.e., if water and sewer are not checked as Owner utility obligations in the Summary), under the Utility Billing Methodology that will initially be used, water and sewer charges are determined by a water submeter installed within your Apartment that measures your water/sewer usage. You are not paying for any other resident's water/sewer charges nor are you paying for any water/sewer usage for the common portion of the Community.

You will receive water and sewer bills from a billing company that we have selected (but may elect to change from time to time). Such bills will include an administrative fee.

**Emergency Services:**

You acknowledge that the Town of Acton and the Town of Westford currently have no Mutual Aid Agreement with respect to the provision of police, fire, ambulance and other emergency services. E-911 calls from units in Westford will be routed to Westford emergency services and those from units in Acton will be routed to Acton

emergency services. Neither Town has the responsibility to provide police, fire, ambulance, nor other emergency response to residential units in the other Town except as may be provided for in the State mutual aid statutes.

**Affordable Housing:**

(Applicable to “Low and Moderate” Income residents only). This property contains an affordable housing program. Your Lease shall become null and void if it subsequently becomes known to us: (i) that continuation of your occupancy will result in a violation of applicable law or the terms of the affordable housing program; or (ii) if any person occupying your apartment is determined by us, the Issuer or the Trustee not to have been a Low or Moderate Income Tenant at the time he or she commenced occupancy of such apartment. In either event your Lease shall be null and void and of no further force and effect upon the giving of written notice by us, the Issuer or the Trustee and you will immediately vacate your apartment.

**RESIDENT(S):**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Yvonne Crockett  
Print Name

**AVALONBAY COMMUNITIES, INC.,  
MANAGER, AS AGENT FOR OWNER**

By: \_\_\_\_\_  
**DATE**

## **AvalonBay Policy Regarding Requests for Reasonable Modifications and Accommodations**

**Modifications:** Federal housing law permits a resident with a disability to make reasonable modifications at his/her expense to either or both of the interior of the apartment and the common/public areas of the building “if such modifications may be necessary to afford such person full enjoyment of the premises.” For the apartment, examples of reasonable modifications include widening a doorway, lowering kitchen cabinets or replacing flooring to facilitate wheelchair use.

Please note that Massachusetts law provides that the landlord will be responsible for the costs of modifications, and Massachusetts residents will not be charged or responsible for restoration costs.

**Accommodations:** Residents with disabilities may request “reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.” For example, a resident with a disability may request a reserved parking space near a building’s entrance even at a community that does not assign parking. An accommodation is considered reasonable if it does not fundamentally alter the owner’s business or create undue financial hardship. A reasonable accommodation:

- Must be practical and feasible;
- Cannot be dangerous to others; and
- Cannot be overly expensive to the apartment owner.

**Processing Requests:** To help assure prompt review and attention, we prefer that requests for modification or accommodation be made on our standard Modification and Accommodation Request form, but we will accept other written and verbal requests as well. So that we can make a decision about your request, please tell us how your requested modification or accommodation will help you more fully enjoy your home. All requests will be forwarded to our Legal and Design groups for internal review and will be processed promptly.

**SECURITY DEPOSIT AGREEMENT**  
**Massachusetts Form**

Account #MA025-001-1003-2  
**Apartment Home #1003**

This Security Deposit Agreement (this "Agreement") is made between the undersigned Resident(s) and Manager, as managing agent for Owner, in connection with, and is incorporated by reference into, the Apartment Lease Agreement (the "Lease") of the same date as this Agreement between Manager, as agent for Owner, and Resident. In this Agreement your apartment and the Community are together called "the Premises." The Manager is called "we," "us," and "our." The Resident is called "you" and "yours."

1. **SECURITY DEPOSIT.** We hereby acknowledge receipt from you of the sum of:

	<b>REQUIRED</b>	<b>PAID</b>	<b>PAYMENT DATE</b>
Security Deposit	<b><u>\$500.00</u></b>	<b><u>\$500.00</u></b>	<b><u>05/26/2010</u></b>

which represents the Security Deposit required under the Lease (the "Security Deposit").

Bank Name: **Bank Of America**

Bank Address: **271 Great Road, Acton, MA 01720**

Account Number: **4613265665**

2. **REFUND OF SECURITY DEPOSIT.** Upon your satisfaction of each of the conditions set forth in Section 3, but no later than thirty (30) days after the termination of your tenancy, we will pay to you any Security Deposit you have paid to us less any amounts that we have properly applied to your obligations under the Lease during the term of the Lease in accordance with the terms of the Lease or this Security Deposit Agreement, together with interest that has accrued on such Security Deposit pursuant to Section 6. We will use good faith efforts to notify you in writing personally, or by certified mail at your last known address, of our intention to withhold and apply your Security Deposit then held by us toward any damages or charges for which you are legally liable under the Lease, this Security Deposit Agreement or as a result of your breaching the Lease or this Security Deposit Agreement.

3. **CONDITIONS TO REFUND OF SECURITY DEPOSIT.** Subject to the provisions of Section 2, you must satisfy each of the following conditions before we will refund the Security Deposit to you:

- a. You must completely vacate the entire Premises on or before the date specified in the 60-day notice of your intention to vacate the Premises that you are required to provide to us pursuant to the Lease.
- b. You must pay all Rent required under the Lease, up to and including the date of expiration or termination of the term of the Lease or the full 60-day notice period, whichever is longer.
- c. You must thoroughly clean your apartment including all kitchen appliances (refrigerator, oven, range, dishwasher, baths, closets, storage areas, patios/balconies, etc.), so that your apartment and such appliances are in the same condition as they were in on the beginning date of the term of the Lease, except for ordinary wear and tear.
- d. There must be no defects or damages to the Premises, whether caused by you, your family, guests, invitees, agents, pets or otherwise, unless shown on a written list of damages and defects existing at the time the Lease was entered into, as described in the Lease.

4. **WITHHOLDING OF RENT.** You acknowledge that no portion of the Security Deposit is available to be applied to Rent or Other Charges due and payable under the Lease, and that you are required to pay the entire monthly Rent on or before the due date each month during the terms of the Lease, including the last month of occupancy.

5. **MOVE-OUT PROCEDURES.** After a request by us to you that you vacate, or after receipt of notice by us of your intent to vacate, we will provide you with written notice (pursuant to Section 31 of the Lease) of the time and date of our inspection of the Premises. You will have the right to be present at our inspection of the Premises for the purpose of determining the amount of Security Deposit to be returned. We will provide you with notice of the time and date of the inspection at least ten (10) days before the date of the inspection. The inspection will be made within three (3) days (excluding Saturdays, Sundays and holidays) before or after termination of occupancy and removal of all your personal effects. Within 30 days after termination of your tenancy, we will give you an itemized list of damages to the Premises known to exist at the time of the inspection. We suggest that you do, if possible, accompany us during the inspection to help resolve any problems that may arise. Failure to do so will constitute a concurrence by you in our assessment of charges for damages or cleaning. After inspection by us, appropriate charges will be assessed by us for any missing items, damages or repairs to the Premises, or its contents (except for ordinary wear and tear), insufficient light bulbs, scratches, burns, or holes in the walls, doors, floors, draperies, carpets and/or furniture, and for cleaning the Premises (including all kitchen appliances).

6. **INTEREST ON DEPOSIT.** We will accrue interest on the Security Deposit at the rate set in applicable statutes, which interest will be credited and paid as required by law.

**RESIDENT(S):**

_____	_____	<b>Yvonne Crockett</b>	_____
Signature	Date	Print Name	

**AVALONBAY COMMUNITIES, INC., MANAGER AS AGENT FOR OWNER**

**BY:** \_\_\_\_\_  
Date

**COMMUNITY POLICIES**  
**Avalon Acton**

Welcome to your Community! These Community Policies are designed to promote enjoyment of the Community by you and by your neighbors. Please read these Community Policies carefully. As in the Lease, the Manager is called "we," "us" and "our." The Resident is called "you" and "yours." Your apartment and the Community, including all buildings, common grounds, amenity and parking areas, are collectively called "the Premises." These provisions are deemed incorporated into your Lease.

**GENERAL**

1. **SPEED LIMIT.** Limit your speed within the Community to 10 MPH. Obey all signs and traffic control devices within the community, such as stop signs, fire lanes, directional arrows, etc.
2. **VEHICLES.** Recreational vehicles such as boats, campers, trailers, etc. are: ( X ) not permitted; ( ) permitted in designated areas only. Unsightly and/or inoperable cars (such as cars with flats, broken windows, extensive damage, etc.) and vehicles with expired tags will not be permitted to remain on the Premises. Vehicles are not to be repaired or serviced on the Premises. A repair is anything that requires the vehicle to have the hood open or to be up on a jack. Vehicles may be washed on the Premises in designated area(s) only. Please do not empty car ashtrays onto the parking lots! Vehicles will be towed at owner's expense, and without notice, that are (a) not properly registered with the city and state, (b) parked in a fire lane or in a designated "NO PARKING" area, or Handicap area (c) owned by Residents and are parked in Leasing Office and Visitor parking spaces, and/or (d) parked in a space other than the assigned space for that vehicle, where parking spaces have been assigned. If required, you must register your vehicle with the office. Motorized scooters may be used only by those of legal driving age and use must comply with all applicable laws and regulations, including those regarding the use of helmets.
3. **BALCONIES AND WINDOW TREATMENTS.** Clothes drying of any kind including bathing suits or beach towels on the balcony or in front of your apartment is prohibited. Do not hang "Christmas" type string lights, bamboo privacy screens, brooms, mops, rugs, etc. on your balcony or any outdoor spaces.

Mops, clothes, rugs, etc. must not be shaken from balconies or windows. Dirt, debris or water must not be swept over the edge of any balcony. Cigars, cigarettes and other objects shall not be thrown from balconies and windows. Bird feeders, planters and flower boxes, if allowed, must be secure and well maintained so that there is no danger of them falling. Clothes drying on balconies is prohibited. No household appliances, mechanical equipment or trash are to be kept on balconies.

Unless provided by management, draperies, curtains or blinds must be placed at all windows within two weeks of moving into the apartment. The window coverings visible from the exterior must be lined with a neutral-colored material. Neutral colors are defined as white, off-white, beige and light gray. If the primary draperies or curtains are not of these neutral colors, then they must be lined with neutral colors on the outside. There will be no tin foil, sheets, blankets, or any type of coverings over the windows to darken rooms. However, you may purchase white window shades that will serve the same purpose and still maintain the uniformity of the Community. Air conditioning units are strictly prohibited in any window area of your apartment home.

4. **EQUIPMENT.** The equipment in the bathrooms and kitchens is not to be used for any purposes other than that for which it was constructed. No sweepings, rubbish, rags, disposable diapers, sanitary napkins, tampons, ashes or other obstructive substances shall be thrown therein. Do not place metal, string, grease, coffee grounds, nutshells, glass, olive or fruit pits, corncobs, paper, wire, bones or non-food in disposal. If you cannot eat it, your disposal cannot eat it! You are responsible for all damage resulting from the misuse of such equipment and you agree to reimburse us for the costs incurred to repair such equipment and related damages. Portable washers or dryers not approved in writing by us are prohibited.
5. **NOISE.** Be considerate of your neighbor. Control the volume of radios; stereos, TV's, musical instruments and other amplified devices so that they do not disturb residents of other apartments. From 10:00 P.M. to 8:00 A.M. volume on all such devices should be kept as low as possible. Further, please do not vacuum or use washers or dryers in your apartment (if present) during such times. We recommend that stereo speakers not be placed directly on the floor. Noisy or disorderly conduct that annoys or disturbs other residents will not be permitted.
6. **LAUNDRY FACILITIES.** If there are coin-operated laundry facilities on the Premises, please report to us machines that are not operating properly. Washers and dryers can be dangerous, so please keep small children away from these machines at all times and never allow them to loiter or play in or around the laundry facilities. Please do not use the



laundry trash receptacles for your household trash. We appreciate your help to keep the laundry facilities clean. A clothesline, and hanging clothes outside to dry, is prohibited.

When using laundry facilities, whether located at a central location on the Premises or in your apartment, please do not wash or dry shoes in the machines. Shoes may bump up against and damage the machines. You agree to be responsible for damage resulting from the misuse of the laundry equipment and to reimburse us for the costs incurred to repair the laundry equipment.

7. STORAGE FACILITIES. N/A
8. WALL HANGINGS. Please use nails suitable for hanging picture frames. Please DO NOT use adhesive hangers, since they damage the wallboard. No holes shall be driven into the cabinets, woodwork, ceiling or floors. Please do not use a nail or any other hanger on wallpaper.
9. TRASH. Trash is not to be left outside your apartment or on the balcony or decks, and is not to accumulate in your apartment. Trash containers and/or a trash compactor are located at various places throughout the Community for your convenience. However, do not place trash on the ground if these are full. Simply proceed to the next closest container to dispose of your trash. Boxes must be broken down before being placed in a trash container. Furniture items such as desks, chairs, beds, mattresses, sofas, etc. are not to be left on the Premises for disposal. You are responsible for the removal of these items at your own cost. Residents not complying with these policies regarding trash are subject to being charged for the cost of each bag removed, at the discretion of the Community Manager. Trash shoots are not to be used between 10 P.M. and 8 A.M.
10. CLUTTER. Hallways and breezeways must be kept clear at all times. Do not obstruct them with trash, boxes, toys, bicycles, baby carriages, plants, etc. Likewise, no such items are permitted in the parking areas, courtyards, sidewalks, or lawns of the building. All such articles will be impounded, and a charge may be made for their return.
11. GRILLING. Grilling is: ( X ) not permitted; ( ) permitted on balconies and decks. Community grills and picnic areas are available on the premises. Please check with the leasing office for reservations.
12. UTILITY CLOSETS/STORAGE UNITS. Items placed in utility closets and storage units for storage purposes, where permitted, must be non-flammable and located at least two feet from any utility appliance located in the closet. We reserve the right to inspect these areas. Failure to comply with this storage requirement may result in the removal of the items in the closet by us or in the revocation by us of your use of the closet or storage unit. No smoking in these areas. No combustible materials are to be stored in these areas.
13. NOTICE OF DAMAGE TO PREMISES. Notify us of any damage that in your opinion requires repair, including water and fire damage. Please advise us immediately of spills on carpeting that may cause permanent damage. We may be able to get the stain out if notified promptly.
14. SMOKING. Smoking is not permitted in any interior common area, including the hallways or breezeways. Smoking is likewise prohibited in the health and recreational facilities. Cigarette butts are not to be discarded on the Community grounds. DO NOT THROW CIGARETTE BUTTS IN THE MULCH OR IN PROXIMITY TO THE APARTMENT BUILDINGS. THIS IS A SEVERE FIRE HAZARD.  
  
You understand and agree that the Community is NOT a smoke free community and we cannot prevent your neighbors from smoking cigarettes in their apartment homes. As a result we cannot and do not guarantee a smoke free environment.
15. DRY CLEANING. If this drop-off/pickup service is provided it is done so as a convenience and you agree not to hold us or Owner responsible in the event of loss or damage of any or all of your dry cleaning. You agree to pick up your dry cleaning within 48 hours of notice.
16. PACKAGES. You authorize us to accept mail/UPS/Federal Express, etc. packages for you. This service is provided as a convenience and you agree not to hold us or Owner responsible for accepting the package in the event of loss, theft or damage to your package. You agree to pick up packages within 48 hours of notice to avoid return. We will not accept certified mail on your behalf.



17. AMENITY AREAS. Amenity areas (pool, basketball courts, tennis courts, racquetball courts, reading rooms, laundry rooms, business centers, etc.) are to be utilized for their intended purposes only. Proper-soled shoes must be worn to prevent damage to flooring. Bicycles, skateboards, roller blades, etc., are not to be used on such courts or in parking lots. We reserve the right to deny use of the amenities to any resident found in violation of any of our policies.
18. AGE REQUIREMENT. Residents under the age of 14 may not use the weights and other potentially dangerous equipment at the fitness center at any time without a parent or responsible adult being present.
19. WATERBEDS. Waterbeds are permitted (i) with proof of current renter's insurance insuring the Premises against damage from water, for no less than \$100,000 of coverage, and (ii) when fully lined, installed, maintained and removed according to manufacturer's recommendations.
20. HEATERS. Kerosene heaters, or other heaters using combustible materials or fluids, are not permitted on the Premises.
21. COOKING. You must cook in a manner that will not offend or annoy other residents, and use the oven fans during cooking.
22. DOORS. If the Premises has enclosed hallways or breezeways, please shut and keep closed all doors leading from and into building at all times. We may close all such doors in the event they are left open.
23. LOCKOUT. If you request us to unlock the door of your apartment during business hours, we will gladly do so at no charge. If you are locked out of your apartment home after business hours, a Maintenance Associate will let you in. You will be billed a \$75.00 charge only if you have had a previous after hours lockout.
24. MOVING. Moving of furniture is permitted to and from the apartments only between the hours of 8:00 A.M. and 6:00 P.M. Moving during such hours is permitted 7 days per week. Any packing cases, barrels or boxes which are used in moving must be removed by you. If packing cases, barrels, boxes or other containers are removed by us, you will be billed for the cost of such removal. Moves in and out of the mid-rise building must be formally scheduled with the leasing office. The designated elevator must be used with proper padding in place to prevent damage.
25. SAFEKEEPING OF ARTICLES. Our associates, other than as specifically set forth in these Community Policies dealing with dry cleaning and packages, are not authorized to accept keys or other articles. If packages, keys, or other articles are left with the employees of this Community, the sole risk of loss or damage is upon you.
26. BICYCLES. Bicycles are to be stored at your own risk. **Bicycles are not to be stored in the breezeways.** Bicycles are not to be moved through the lobby or elevators.
27. WIRING. Do not install any wiring in or outside of the Premises or install any aerial for television or radio on the roof or exterior of building.
28. WEIGHT LIMITATION. Do not keep anything in your apartment that, in our sole judgment, exceeds the permissible load or jeopardizes the safety of the floors or structure. You agree to remove immediately any such item upon demand in writing from us.
29. RECYCLING. You agree to cooperate with any and all recycling programs that we put in place or which are required by law.
30. EXTERMINATION. You agree to, upon our request, permit us to exterminate pests in your apartment and you will take all steps that may be necessary to permit us to perform such extermination.
31. SOLICITATIONS. Door-to-door solicitation and/or circulation of any materials is prohibited. Please report solicitors to our office.
32. LIGHTBULBS. Electric light bulbs are supplied to each apartment home at the time of move-in. Thereafter, it becomes your responsibility to replace all bulbs.



33. SMOKE DETECTORS/CARBON MONOXIDE DETECTORS. You will maintain the smoke detectors/carbon monoxide detectors (if applicable) and replace the batteries when necessary and notify the office if they are not in working order.
34. GUESTS. You agree to inform your guests of all Lease provisions and Community Policies regarding use of the Premises. We have the right to bar individuals from the Premises. If your Lease provisions or the Community Policies are violated by your guests, they may be barred and, in the event they receive from us a notice that they have been barred from the premises, arrested for trespassing. If you allow any barred person on the premises, it is grounds for termination of your Lease. Please ask your guests not to park directly in front of building entry ways in consideration of your neighbors. Notify the leasing office of guests staying longer than two weeks.
35. GARAGES. If applicable, the primary purpose for any garage is for the storage of vehicles. Once your vehicle has been accommodated in the garage, you may, if approved by management, use the remaining space to store non-flammable items. In no event should your garage space be used only for storage and no storage is permitted in underground or above ground parking structures shared by multiple apartments. AvalonBay Communities in no way represents that the garages, whether direct-access or detached, can accommodate every make and model of every vehicle. It is the residents' responsibility to ensure the garage they are renting can accommodate their current vehicle or any vehicle they may have in the future. Residents renting a garage, whether direct access or detached, must use both garage and driveway for parking and will not be permitted to park vehicles in the parking lot. In the event that the resident has an additional vehicle, this vehicle will be issued a specific sticker for lot parking. It is the resident's responsibility to ensure that the garage doors remain closed when the garage is not in use.
36. PARKING. We may choose, at our sole election, to assign parking spaces at the Community. If we do so, you and your guests agree to park any motor vehicle you own in the space we designate. You are responsible for where your guests park. If you or your guests park any motor vehicle in a space or parking lot other than the one we designate, we can, at your expense, have the vehicle towed and stored. In no event will more than two vehicles per apartment be permitted.
37. CONDUCT. Threatening, harassing, assaulting or the use of vulgar or obscene language or behavior with any employee is grounds for termination of the rental agreement by residents.
38. RE-KEY FEE. You agree prior to move in to pay a one-time, non-refundable re-key fee of \$25. This fee is not applicable for affordable apartments.

### SATELLITE DISHES

You have a limited right to install a satellite dish or receiving antenna within your leased space. We are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This provision contains the restrictions that you and we agree to follow.

1. NUMBER AND SIZE. You may install only one satellite dish or receiving antenna within your leased space. A satellite dish may not exceed 3.3 feet in diameter. An antenna may receive but not transmit signals.
2. LOCATION. Location of the satellite dish or antenna is limited to your leased space, namely: (1) inside your dwelling, or (2) in an area outside your dwelling but within your sole control such as your balcony, patio, yard, etc. Installation is not permitted on any parking area, roof, exterior wall, window, windowsill, fence or common area, or in any area that other residents are allowed to use. A satellite dish or antenna may not extend beyond the vertical and horizontal space that is leased to you for your exclusive use (e.g., the satellite dish or receiving antenna may not extend beyond the balcony railing). Think of it this way: if the building were to be wrapped in "plastic wrap", and you were to affix a satellite dish to your balcony railing or otherwise place it on your balcony, no portion of the satellite dish or receiving antenna may come in contact with the plastic wrap.
3. SAFETY AND NON-INTERFERENCE. Your installation: (1) must comply with reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by



plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete in a container; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us. No other methods are allowed. Your satellite dish or antenna system must be a stand-alone system; you may not splice into any existing wires or cables. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.

4. SIGNAL TRANSMISSION FROM EXTERIOR DISH OR ANTENNA TO INTERIOR OF DWELLING. You may not damage or alter the leased premises and may not drill holes through outside walls, doorjamb, windowsills, etc. If your satellite dish or antenna is located outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a "flat" cable under a doorjamb in a manner that does not physically alter the Premises and does not interfere with proper operation of the door; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane" similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window-without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us.
5. WORKMANSHIP. You are responsible for ensuring that the installation of any satellite dish or antenna is performed in a safe and secure manner within your leased space. We reserve the right, but have no obligation, to inspect the installation of any satellite dish or antenna within your leased space. We reserve the right, but have no obligation, to require that the satellite dish or receiving antenna be re-located, re-installed, or removed if in our reasonable judgment, such equipment poses a safety hazard or may cause damage beyond reasonable wear and tear to the Premises.
6. MAINTENANCE. You will have the sole responsibility for maintaining your satellite dish, receiving antenna and all related equipment.
7. REMOVAL AND DAMAGES. You must remove the satellite dish or receiving antenna and other related equipment when you move out of the apartment. You must pay for any damages and for the cost of repairs or repainting which may be reasonably necessary to restore the Premises to its condition prior to the installation of your satellite dish, antenna or related equipment.
8. LIABILITY INSURANCE AND INDEMNITY. **You are liable for any injury or damage to persons or property caused by your dish, and you must maintain liability insurance covering any such damage.** You install and operate your dish at your own risk. You will be liable for any injury or damage to persons or property caused by your dish. To ensure that you are able to pay damages in the event that your dish causes injury or damage, unless your apartment is on the ground floor, you must purchase and maintain liability insurance in an amount of not less than \$100,000 for your dish for as long as you have it at the community. You must provide us with proof that you have this insurance, and AvalonBay must be named as "additional insured" under your liability policy. We must be notified by your insurance carrier at least thirty days in advance of any cancellation of your liability policy. Further, you agree to hold us harmless and indemnify us against any claims related to your dish by others.

You may start installation of your satellite dish or antenna only after you have provided us with written evidence of the liability insurance referred to above. Your limited right to install a satellite dish, as well as our right to impose reasonable restrictions, both arise as a result of a Federal Communications Commission (FCC) order. If you have any questions about this order, feel free to contact us or you may contact the FCC directly.

#### **WIRELESS INTERNET ACCESS (WiFi)**

1. GRANT OF AUTHORITY. You are permitted to deploy a "Wireless Access Point" or "WiFi" within your premises, so long as such installation meets all the terms of clauses 2, 3, 4, 5, 6 and 7 of the "Satellite Dishes" section above. A wireless access point or WiFi is a short-range transmitting and receiving device necessary to provide wireless Internet service to users located within your premises.
2. BAN ON OBJECTIONABLE INTERFERENCE. You are permitted to use such a wireless access ("WiFi") device in your apartment so long as such device does not result in *objectionable interference*. Objectionable interference



shall have the same meaning as that established by the Federal Communications Commission regulations or mean any interference that results in a material impairment of the quality of communication transmitted or received by existing communications users in the community prior to the operation of your “WiFi.”

3. **OBLIGATION TO LIMIT EMISSIONS.** Your Wireless Access Point shall be designed, installed and operated in a manner that minimizes the degree to which radio signals or other electromagnetic emissions emanating from the Wireless Access Point extend outside your premises.
4. **NON-COMMERCIAL USE.** At no time may you resell or package Internet access by means of your Wireless Access Point or WiFi. The grant of authority in these Community Policies is limited to installing such a device for your personal use only.
5. **COMMUNITY PROVIDED WIRELESS ACCESS POINT.** If the Community provides a Wireless Access Point for the use of its residents such service is provided only as a convenience to you. By using any such Wireless Access Point you agree that such Wireless Access Point and access to the Internet are at your sole risk, and are provided on an “As Is” and “As Available” basis without warranties of any kind, express or implied. You also acknowledge that such access is not encrypted or filtered in any way and that the Community does not provide a firewall or other type of Internet protection. You agree that the Community and its affiliates shall not be liable, and you hereby waive any claims against the Community and its affiliates for any damages arising out of your use of such Wireless Access Point, including without limitation personal injury or property damages, loss due to unauthorized access or due to viruses or other harmful components, the inability to use the Internet service, the content of any data transmission, communication or message transmitted to or received by your computer, and the interception or loss of any data or transmission.
6. **INDEMNIFICATION.** You shall defend, indemnify, and hold the Owner, its agents, officers and employees completely harmless from and against any and all claims, suits, demands, actions, liabilities, losses, damages, judgments, or fines, including all reasonable costs for investigation and defense thereof (including, but not limited to, attorneys fees, court costs and expert fees), of any nature whatsoever arising out of your operation of or access to any Wireless Access Point or the provision of Wireless Internet Service by means of any Wireless Access Point.

### **SWIMMING POOL POLICIES**

**Some Community swimming pools are NOT supervised by a lifeguard or other responsible persons.**

**If this applies to your Community, pay careful attention to the specific note in policy #2.**

1. NEVER SWIM ALONE!
2. **AGE REQUIREMENT.** There is no substitute for adequate supervision. Persons under the age of 14 are not allowed at the pool unless accompanied by a parent or guardian or a responsible adult.  
  
NOTE: The age requirement for swimming pools without lifeguards is 16 years of age.
3. **GUESTS.** No more than 2 guests per apartment may be invited to the pool. Guests must be accompanied by a resident over 18 years of age. Residents are responsible for their guests and their actions.
4. **CONTAINERS.** No glass containers are allowed. Only unbreakable containers are allowed in the pool area.
5. **ALCOHOL.** DO NOT swim and drink alcohol. Alcoholic beverages are NOT permitted in the pool area.
6. **HEALTH DEPARTMENT REGULATIONS.** As per health department regulations, the pool is not to be used by anyone with an infectious disease, inflamed eyes, a cold, nasal or ear discharge, open sores, or bandages of any kind.
7. **SMOKING.** Smoking is NOT allowed in the pool or pool area.
8. **TRASH.** Beverage containers and litter must be disposed of in the provided trash receptacles.
9. **PETS.** Pets are expressly forbidden in or around the pool area.



10. BATHING SUITS. Regulation bathing suits must be worn in the pool and Jacuzzi area (if applicable).
11. DIAPERS. No diapers allowed in the pool. Swim diapers must be used as appropriate
12. CONDUCT. The ropes and life rings are not play toys. They are there for a purpose. Do not hang or sit on the ropes. Do not wear hairpins or rollers or use excessive suntan oil in the pool, as they can damage the pool and associated equipment. Profanity, horseplay, bicycle riding, skating, riding toys, scuffling, loud music, or harassment of other swimmers will not be permitted.
13. MUSIC. Loud music is NOT allowed at the pool.
14. HOURS. The pool may only be used during posted hours of operation. Refer to your move-in package or to pool signs for pool hours. Pool hours are subject to change at management's discretion. Be aware that due to repairs or other circumstances the pool may be closed from time to time.
15. INCLEMENT WEATHER. Swimming is not allowed during inclement weather (i.e. thunderstorms, lightening).
16. VIOLATION OF POOL POLICIES. Residents or guests who violate the pool policies will be held to a zero tolerance policy and subject to eviction.
17. EMERGENCIES. In an emergency, contact help immediately. A free telephone is provided in the pool area.
18. OTHER RULES. All other posted rules and policies must be followed.

### **PET POLICIES**

The following rules are to be observed by pet owners residing in the Community

1. Pets, including dogs and cats, are permitted at the Community only with our permission. Certain types of pets are not allowed. These include, but are not limited to, monkeys, ferrets, snakes, rabbits, livestock, reptiles and certain dogs. The restricted dog breeds include, but are not limited to, some Terriers including Pit Bulls (a/k/a American Staffordshire Terriers or Staffordshire Bull Terriers), American Bull Dog, Tosa Inus, German Shepherds, Rottweilers, Presa Canarios, Fila Brasileiros, Argentine Dogos, Akitas, Chow Chows, Shar Peis, Dalmatians, Doberman Pinschers, Boxers, Alaskan Malamutes, Basset Hounds, Blood Hounds, Bull Mastiffs, Wolf Hybrids and all mixes of these breeds.

We may at our discretion limit pets to certain designated buildings at the Community. Once such permission is granted, it will not be revoked as long as the resident pet owner abides by these policies, controls the pet, and shows due consideration of other residents of the Community.

As set forth in the Lease, when a pet is acquired, a non-refundable pet charge or pet deposit and a monthly charge are required to be paid by you. If there is more than one pet, the monthly charge will be assessed for each pet. Aquariums are permitted with proof of renter's insurance insuring the Premises against damage from water.

2. Pets with a history of biting are not permitted at the Community. You agree and assume full responsibility for personal injuries or property damage caused by the pet, and hereby agree to indemnify the Community and hold the Community harmless against any loss, or liability of any kind or character whatsoever resulting from the privilege of having a pet on the premises. You are responsible for the action of the pet at all times.
3. NUMBER OF PETS. No more than 2 pets per apartment home.
4. MAINTENANCE SERVICE. Pets must be restrained whenever a maintenance service call is requested.
5. TOILET. In order to keep the grounds clean and sanitary, all pets must be taken to the outside perimeter of the Community for their toilet purposes. It will be a violation of these rules if you simply "turn out the pet" and recall it at your convenience. You must clean up after your pet!
6. LEASH. Pets must be on a leash at all times when outside the apartment.



- 7. TYING UP/BALCONIES. Pets are not to be tied or staked outside the apartment. Residents living in upstairs apartments with a balcony may not leave the pet on the balcony for extended lengths of time.
- 8. PATIOS AND PET FOOD. Patios should be kept clean of pet droppings. During hot weather, especially, odors can be extremely offensive to neighbors. Also, please avoid leaving pet food outside for prolonged periods, as it will attract pests.
- 9. AMENITY AREAS. Pets are not allowed in the pool or amenity areas at any time.
- 10. Residents violating these policies regarding pets must reimburse us for any damage or loss incurred for each violation, in the discretion of the Community Manager.
- 11. You agree to remove any pet that in our opinion bothers other residents, whether inside or outside, or that constitutes a problem or obstruction to our employees or to service providers from properly performing their duties. If you fail to remove a pet following a request from us, you agree that we may terminate your lease.
- 12. All pets will be required to be registered with our office and wear an Avalon identification tag. Dogs will be required to be registered with the town in which your apartment is located (Acton, MA or Westford, MA) prior to being registered with and living in this community.
- 13. No visiting dogs are allowed within the community.

**FIREPLACE/FIRE PIT POLICIES**

If this amenity is applicable at the community, the following rules are to be observed:

- 1. The amenity areas are for residents and their guests only. Your guests must be accompanied by you.
- 2. Do not throw any items into the fire or surrounding area.
- 3. The fireplace or fire pit is not to be used as a means of cooking or roasting food, including but not limited to marshmallows.
- 4. Residents and/or guests are to use appropriate seating and not to sit on the ledge of the fire pit or fireplace.
- 5. The fire/flame should not be left unattended. Use the appropriate posted method to extinguish the fire/flame.
- 6. In the event of an emergency, press the nearby red emergency button (if applicable) and call 911.

These Community Policies are to be strictly observed and will be enforced by us. We may, however, insist that you observe all of these Community Policies even if you did something in violation of these policies and we did not object. Thus our failure or delay, if any, in demanding compliance by you of these Community Policies must not be deemed a waiver of our right to insist on full compliance by you in the future. We reserve the right to modify these Community Policies and to make such other reasonable rules as, in our judgment, from time to time become necessary to ensure the enjoyment of the Community by our residents.

Thanks for your cooperation in observing these Community Policies.

RESIDENT OR RESIDENTS:

AvalonBay Communities, Inc., Manager As Agent for Owner

\_\_\_\_\_  
**Yvonne Crockett**

by: \_\_\_\_\_  
Date



**RENTERS INSURANCE ADDENDUM**  
**FOR AFFORDABLE APARTMENT HOMES**

Resident(s) Names:        **Yvonne Crockett**

Address:                    **1003 Avalon Drive Apt. #1003, Acton, Massachusetts 01720**

This Renters Insurance Addendum is attached to and made part of your Apartment Lease Agreement dated **05/20/2012** for your apartment home (apt. no. **1003** ) in the **Avalon Acton** community. All terms used in this Addendum have the same meanings given to them in your Apartment Lease Agreement.

By signing below, you acknowledge and agree that neither the Manager nor the Owner has purchased insurance coverage for your personal belongings or any personal property located in your apartment home or anywhere at the Community or for any personal liabilities that may be suffered or incurred by you or your family, guests, invitees or any other occupants of or visitors to your the apartment home. During the term of your Apartment Lease Agreement, it is recommended, although not required, that you purchase and maintain, a comprehensive personal liability policy, or it's equivalent, issued by a licensed insurance company that you select which provides limits of liability of at least \$100,000 per occurrence. In the event that you obtain such insurance, you agree to provide a copy of these insurance policies or certificates of insurance evidencing these insurance policies at the time you obtain the policies and on each annual renewal date for such insurance policies.

If you elect not to obtain such insurance, you understand that the Owner will not be responsible for any damages to your personal property except to the extent required by law.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_