

## EXHIBIT A

### APARTMENT COMMUNITY RULES AND REGULATIONS

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

#### USE AND CONDITION OF APARTMENT AND PREMISES/MAINTENANCE

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

if the damage is the result of the utilities being turned off or because of broken water pipes due to your violation of these requirements.

13. Pets, owned or visiting, are not allowed in the Apartments or on the Premises at any time, with the exception of approved service animals. Approval must be granted prior to service animal entering or residing on the premises. The following rules shall apply to a violation of this policy:
  - a. First violation: A written warning will be issued to the Resident specifying the complaint, a \$250.00 per pet charge will be assessed against all Residents and the Landlord may, in its discretion, declare Resident to be in default under the Lease. Pet must be removed from the Premises within 24 hour written notice by Landlord. Resident will also be responsible for cleaning and/or replacing the carpet and/or any furniture due to any damage resulting from a violation of this requirement. Resident will be charged (and agrees to pay) for flea treatment on the Premises.
  - b. Second violation: Landlord will declare the Resident to be in default under the Lease and all Residents will be responsible for any and all damages caused by the unauthorized pet including, but not limited to furniture cleaning and/or replacement and carpet cleaning and/or replacement. Resident will be charged a second violation charge in the amount of \$500.00 per pet.
14. Consumption of alcohol must be in compliance with all federal, state, and local laws. No alcohol containers are permitted on the Premises, which are larger than one gallon. Consumption of alcohol is prohibited in all common amenities and interior hallways. Keg cooling devices are also prohibited. Glass containers are not permitted in common areas of the Apartment Community.

#### INTERNET

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

#### GUESTS/DELIVERIES

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

#### COMMON AREAS

Use of common areas within the Apartment Community shall be governed by the rules and regulations posted in the common areas and shall be at the risk of Resident and Resident's family and guests. Resident and Residents guests must comply with all posted rules and regulations for common areas and amenities. **No guest shall be permitted at the clubhouse facilities or amenities unless the Resident is also present.** No persons under the age of fourteen (14) will be allowed in any recreational area at ANY time, unless accompanied by an adult. **Resident does hereby indemnify Landlord and Manager, and hold Landlord and Manager harmless, against all claims for personal injury sustained by Resident and Resident's family and/or guests in their use and enjoyment of the common areas or other provided facilities and amenities.** Glass containers pose a serious risk of injury and are **PROHIBITED** anywhere on the Common Areas of the Apartment Community.

#### FIRE SAFETY/SAFETY

1. **DO NOT TOUCH, HANG ANYTHING FROM, OR OTHERWISE TAMPER WITH ANY FIRE PROTECTION OR SPRINKLER HEAD DEVICE. DOING SO COULD RESULT IN BREAKING THE DEVICE AND CAUSING TENS OF THOUSANDS OF DOLLARS IN DAMAGE TO THE COMMUNITY. IF IN OUR SOLE JUDGMENT YOU OR YOUR GUESTS' OR FAMILY MEMBERS' TAMPERING WITH A DEVICE CAUSES ANY INJURY, LOSS, OR PROPERTY DAMAGE, YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR SUCH INJURY, LOSS, OR PROPERTY DAMAGE THAT RESULT FROM YOU, YOUR FAMILY OR YOUR GUESTS VIOLATION OF THIS RULE.**
2. All grills (gas, charcoal, electric) and smokers are prohibited within the apartment or on the balconies/patios and garage areas. You are responsible for any injury, loss, or property damage caused by violation of this rule. If your use of community provided grills or grill areas results in any injury, loss or property damage **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR SUCH INJURY, LOSS, OR PROPERTY DAMAGE THAT RESULT FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**
3. You may not store or repair any gasoline or gas-fueled vehicle, motorcycle, boat, moped, or other similar vehicle in the area of the Apartment Community. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE THAT RESULTS FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**

4. Space heaters and other similar appliances are prohibited. Appliances that use excessive amounts of electricity and/or create excessive heat are prohibited. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**
5. The intentional sounding of any smoke alarm or any safety devices is prohibited unless the intentional sounding of the smoke alarm or any safety device is related to smoke, fire or emergency. Resident must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working battery. Resident is responsible for maintaining the smoke detector and keeping it in working condition. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**
6. Immediately call 911 in the event of a fire or life-threatening emergency.
7. Candles or any other burning or smoking devices are not permitted within the apartment. This includes hookahs, shishas, and all other smoking devices. Neither the Manager nor we will be responsible for any damage incurred from such situations. You agree to properly dispose of cigarettes within your apartment and the Apartment Community, smoking is prohibited in clubhouse, office areas and amenities. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**
8. Storage of any flammable, hazardous, or explosive materials strictly prohibited. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**
9. We do not provide first aid supplies or services, nor do we train our employees in CPR or first aid. We do not provide on-site emergency medical response.
10. Manager and we assume no liability or responsibility for loss or damage of a vehicle or its contents while parked or in operation on the premises.
11. You agree that Manager and we have no duty to inform you of local or national emergency conditions. If we inform you of an emergency condition, you agree that Manager and we have **NO DUTY OF PROTECTION FOR YOU.** If we inform you of a civil order to evacuate or in our judgment an evacuation is required to protect life or property and you fail or refuse to evacuate you have sole liability for any injury, loss, damage or claim from such failure or refusal to evacuate.
12. Violations of these policies may result in fines or charges to repair damages caused by the violations from the Fire Marshall and from manager. Multiple violations may result in double fines.

**RENTAL INSURANCE**

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

1. You acknowledge that Owner/Manager have no responsibility for any damage or loss to Resident's personal property.
2. **Please Initial, where is applicable:**
  - i \_\_\_\_\_ I currently carry Renter's Insurance. Attached is a copy of my policy.  
Company: \_\_\_\_\_  
Policy No.: \_\_\_\_\_  
Expiration: \_\_\_\_\_
  - ii \_\_\_\_\_ I presently do not have Renter's Insurance but plan to become insured for the Apartment/Suite I am renting. Proof of my policy will be given to the Owner/Management prior to Move-in.
  - iii \_\_\_\_\_ I do not have a Renter's Insurance policy and do not plan to obtain a policy during my lease term. I understand that the Owner/Manager shall not be liable for personal injury, damage, or loss of personal property for any cause.

**VEHICLES/PARKING**

1. Vehicles in use in the Apartment Community may not exceed a speed of 5 miles per hour.
2. If Landlord designates certain parking areas within the Apartment Community as Resident Only Parking or Guest Only Parking, Resident acknowledges that Resident and/or Resident's Guest who violate these designations are subject to being towed at the expense and sole risk of the vehicle owner.
3. Residents and/or guests cannot park in reserved covered or uncovered parking spaces unless assigned by management. Resident acknowledges that Resident and/or Resident's Guest who violate these designations are subject to being towed at the expense and sole risk of the vehicle owner.
4. You cannot have more than one (1) vehicle in the Apartment Community at one time. If you improperly park your vehicle, it is subject to being towed away at your expense and sole risk.
5. If Landlord provides you with a vehicle identification decal or hang tag, it must be displayed as instructed by the landlord in your vehicle at all times and must be current (if applicable). If decal is not visible, your car is subject to be towed, even if you pay for parking. You must turn in your vehicle identification decal when you move-out. Parking decal will not be accepted after keys have been turned

in upon move out, items must be turned in at the same time to avoid replacement cost being charged by the Apartment Community. Landlord may require the time and date on which items must be returned. In the event that you should sell or replace your current vehicle, you will need to remove the decal and return it to the office before a replacement will be issued. If you do not turn in the old decal you will be charged for the replacement decal. It is the Resident's responsibility to pick up a new decal.

6. You cannot wash cars or other vehicles on the Apartment Community grounds, unless there is a designated car wash area. You cannot repair or perform other mechanical or maintenance work on a vehicle within the Apartment Community.
7. Trailers, campers, mobile homes, recreational vehicles, commercial vehicles (commercial trucks or equipment or vehicles that carry or are mounted with equipment used in a profession or employment, including taxis), trucks (other than a standard size or smaller pick-up truck or van), inoperable vehicles of any kind, boats, or similar equipment or vehicles, cannot remain on any area of the Apartment Community except for the temporary purpose of loading or unloading of passengers or personal property. Vehicles violating this provision are subject to towing at the expense of the owner of the vehicle.
8. Landlord can regulate the time, manner and place of parking cars, trucks, motorcycles, bicycles, boats, scooters, trailers and recreational vehicles. Landlord can remove illegally parked vehicles or vehicles violating these regulations and have them towed away.
9. A vehicle is prohibited in the Apartment Community if it: has a flat tire or other condition rendering it inoperable; has an expired license or inspection sticker; takes up more than one parking space; belongs to a resident who has moved out of his or her Premises or has been evicted; is parked in a marked handicap space without the required handicap insignia; blocks another vehicle from exiting or entering; is parked in a fire lane or a non-designated parking spot, including but not limited to curbs, lawn, blocking storage facilities, in front of dumpster(s); or is parked in a space marked for or assigned to other resident(s) or bedroom(s).
10. Call the Manager to report a parking violation. The Manager may notify the towing company, which will, in accordance with the law, tow the vehicle at the expense of the owner and/or operator of the vehicle, if any of the following situations exist:
  - a. The vehicle or motorcycle is parked in such a manner as to obstruct a fire lane.
  - b. The vehicle or motorcycle is obstructing an entrance, exit, space or aisle of the parking facility.
  - c. The vehicle or motorcycle is parked in a reserved parking space that is not assigned to the owner or operator of the vehicle or motorcycle.
  - d. The vehicle or motorcycle is parked in an apartment or apartment building.
  - e. Any other violation of the foregoing rules and regulations exist.

#### OTHER RULES AND REGULATIONS/PROHIBITIONS

1. **Neither you nor your guests may make or permit to be made any loud, disturbing, or objectionable noises. Musical instruments, radio, phonographs, stereos, television sets, amplifiers and other instruments or devices may not be used in such a manner as may constitute a nuisance or disturb other residents. Management reserves the right at any time to fine, contact guarantors, or declare you in violation of the Lease due to excessive noise and disturbances.** The Manager and/or its agents on duty are the sole judge of excessive volume levels, and reserve the right to enforce these rules.
2. Neither you nor your guests may use the Common Areas, parking lots or grounds in such a manner that interferes with the enjoyment of other residents.
3. Any general noise disturbances, i.e. noise from pool music, parties, machinery, etc., should be reported to the Manager (during business hours) or the after hours phone number (after business hours). Instructions will be provided to contact the appropriate management personnel to handle the disturbance.
4. No gathering, unless sponsored by Owner or Manager, may exceed 10 persons.
5. Landlord has and reserves the right to exclude guests or others who, in our sole judgment, have been violating the law, violating the Lease or any rules or policies of the Apartment Community, or disturbing other residents, neighbors, visitors or our representatives. Landlord may also exclude from any patio or Common Area a person who refuses to or cannot identify himself or herself as your guest.
6. **Neither you nor your guests will be allowed to engage in the following prohibited activities: (i) loud or obnoxious conduct (ii) disturbing or threatening the rights, comfort, health, safety or convenience of others in or near the Apartment Community, (iii) possessing, selling or manufacturing illegal drugs/controlled substances (including medical marijuana) or illegal drug paraphernalia (iv) engaging in or threatening violence or any criminal activity (v) possessing a weapon, (vi) discharging a firearm in the Apartment Community, (vii) displaying a firearm, BB gun, pellet gun, any other air powered weapon, knife or other weapon in the Apartment Community in a threatening manner, (viii) canvassing or soliciting business or contributions, (ix) operating a business or child care service within the Premises or Apartment Community, (x) storing anything in closets having gas and/or electric appliances, (xi) tampering with utilities or utility systems, (xii) bringing or storing hazardous materials into the Apartment Community, (xiii) using candles or kerosene or gas lamps in the Premises or Apartment Community. Management reserves the right at any time to fine, contact guarantors, or declare you in default of your lease for any of the above mentioned violations.**

#### SERVICE REQUESTS

We offer 24 hour response to emergency maintenance service requests. Call 911 in case of fire and other life-threatening situations. Emergencies are considered to be any situation, which places life or property in jeopardy and requires immediate attention. For after-hours emergencies, immediately call

the after hours phone number and explain the situation. Instructions will be provided to contact the proper service personnel. For normal service requests, please call during posted Manager Office hours.

#### **MODIFICATION OF RULES AND REGULATIONS**

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

#### **SECURITY ACKNOWLEDGMENT AND RELEASE.**

##### **BY EXECUTION OF THE LEASE, RESIDENT AGREES AS FOLLOWS:**

Your initials at the end of these Rules and Regulations indicates that you will, upon move in, inspect your Premises and determine to your satisfaction that the smoke detectors, door locks and latches and other safety devices in the Premises are adequate and in good working order.

It is your responsibility to immediately read the instructions for operating the alarm systems and controlled accesses gates (if any) and contact the Manager if you have any questions. You acknowledge that electronic and mechanical systems may malfunction or fail and that Manager and we are not responsible for any injury, damage, loss or claim related to such malfunction or failure.

You understand that neither Landlord nor the Manager guarantee or assure personal security or safety for you or anyone. The furnishing of safety devices will not constitute a guarantee of their effectiveness nor does it impose an obligation on Landlord or Manager to continue furnishing them. Landlord and Manager assume no duties of security. We will proceed with reasonable diligence to repair electronic and mechanical existing systems after you have given us written notice of malfunction. You acknowledge that any personnel or any mechanical or electronic devices that are provided (examples: courtesy patrol, intrusion alarms, pedestrian gates, controlled access vehicle gates), IF ANY, cannot be relied upon by you as being in working condition at all times. There will be malfunctions of any mechanical or electronic systems. Employee absenteeism, weather, vandalism and other factors often cause such systems not to function as intended. Mechanical and electronic systems or courtesy personnel can be circumvented. You acknowledge that crime exists and that Manager and we have no duty of foreseeability concerning criminal conduct or acts. Accordingly, you hereby release Landlord and the Manager, and their respective agents, partners, officers, directors and representatives, from any claim whatsoever with respect to any personal injury or property damage, and acknowledge that none of such persons or entities are insurers or guarantors of your safety or that of your property in the Apartment Community. **MANAGER AND WE OWE NO DUTY OF PROTECTION TO YOU. YOU ARE RESPONSIBLE FOR YOUR OWN SECURITY/SAFETY AND FOR THE SECURITY/SAFETY OF YOUR GUESTS AND YOUR PROPERTY.**

#### **NOTICE ACKNOWLEDGEMENT AND RELEASE**

The methods that you may use to provide notices to Landlord are described in the Maintenance, Alterations and Repairs section and in the Manager/Notices section of the Lease. Other methods of communication to Landlord and/or its Manager, including without limitation any communication made via fax, e-mail, pdf, website, social networking site (for example, Facebook, MySpace, Cyworld, Bebo, and others) or other method of communication, whether now existing or created in the future, shall **NOT** be effective notice under the Lease. Landlord shall **NOT** be deemed to have received notice from you until you have provided notice in the manner described in the Maintenance, Alterations and Repairs section and in the Manager/Notices section of the Lease.

#### **MEDIA AND MARKETING ACTIVITIES**

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

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