

MASTER LEASE AGREEMENT

This Master Lease Agreement (the "Agreement") is entered into by and between AvalonBay Communities, Inc. ("Management" or "AvalonBay"), as agent for the owner of the property known as The Consulate ("The Consulate"), and The University of the District of Columbia ("Tenant" or "UDC"). AvalonBay and UDC acknowledge and agree that the occupancy of apartments at The Consulate is intended to meet UDC's housing needs for residential accommodations for its students, faculty and/or guests ("Occupants").

1. **Property.** Tenant agrees to lease from AvalonBay certain apartments as designated from time-to-time at The Consulate. The apartments leased from time-to-time shall be determined by the availability of apartments within the building and Tenant's ability to provide occupants. AvalonBay makes no representations that any number of apartments will be available at the time UDC may desire to have Occupants reside at The Consulate.

2. **Master Lease Terms.** The term of this Agreement shall be for a minimum term of twelve (12) months, with four (4) consecutive twelve (12) month options to renew this Agreement at the discretion of the Tenant or Management.

3. **Lease Term & Occupancy Requirement.** Tenant agrees to execute an Exhibit A for each of the apartments to be covered under this Agreement for each twelve (12) month option. Tenant will take possession of a maximum of ten apartments prior to September 15, 2013, and for each subsequent option year thereafter, as applicable, based on availability at The Consulate. From the date of execution of each Exhibit A for each apartment leased, Tenant shall pay the rent designated on Exhibit A and the term of such tenancy shall be a minimum of twelve (12) months, with a maximum of four (4) twelve (12)-month options for each unit leased by Tenant.

4. **Rent.** Tenant agrees to pay rent (as defined below and as set forth in Exhibit A) for each Apartment in advance and without demand. Rent will be based on an initial base rent of \$1,875 per month for one-bedroom apartments and \$2,975 per month for two-bedroom apartments. Any rent due for the first month (or part thereof) shall be paid on or before the Lease Term Commencement Date for each Apartment subject to an executed Exhibit A. Otherwise, Tenant must pay rent on or before the first (1st) day of each month (the "Due Date") with a grace period of three (3) business days. Payment by cash is not permitted and will not be accepted. Tenant is required to pay rent for all Apartments pursuant to this Agreement and the respective Exhibits A then in effect by one monthly check or electronic draft. If all rent is not paid by the third (3rd) day of the month, Tenant will be charged a late charge of ten percent (10.0%) of the monthly rent then outstanding. Late charges are an estimation of the time, inconvenience and overhead in collecting late rent (but are not for attorneys' fees and litigation costs). Late charges are additional rent pursuant to this Agreement, the lease and Exhibit A. Tenant will also pay a charge of seventy-five dollars (\$75.00) for any dishonored or returned check. If Tenant does not pay rent on time, Tenant will be deemed delinquent and all remedies permitted under the Lease and by law will be authorized. Management also reserves the right to any and all other remedies available. All sums of money or other charges,

including payments for damages and/or repairs, required to be paid by Tenant to Management under the terms of this Lease, whether or not the same is designated "rent" or as "additional rent," will be deemed to be rent and will be collectible as such.

5. Fees. Standard Common Area Amenity Fees ("Common Area Fees") are payable for each apartment rented under this Agreement pursuant to the schedule below. Tenant agrees to these fees as of the date of this Agreement and further agrees that Management may, as it deems necessary, increase these fee amounts after twelve (12) months from the execution of this Agreement. Tenant agrees to pay any fee amounts applicable at the time of execution of an Exhibit A for each apartment. For the monthly fees referenced below, Tenant shall pay such fees as are applicable each month at the same time as the apartment rent (and additional rent) is due. The last sentence of paragraph 3 of this Agreement applies to the fees and charges set forth below.

Schedule of Fees

Common Area Amenity Fee	\$500 (one time)
Parking (1st vehicle/unit)	\$175/month
Parking (additional vehicle)	\$175/month
Storage	\$30/month
Non-refundable pet fee	\$300 (one time)
Pet rent (cats only up to 2)	\$30/month per cat

6. Standard Lease. Each and every apartment occupied by a student(s), herein after referred to as Occupant(s), of Tenant under this Agreement shall be subject to the UDC Housing Agreement attached as Exhibit (B). Tenant shall be subject to the terms and conditions of the Apartment Lease Contract (the "Apartment Lease"), attached hereto as Exhibit C, and any addenda thereto. Tenant hereby agrees to: notify any and all occupant(s) under this Agreement that they must abide by any and all reasonable existing rules and regulations promulgated by Management, as well as those that may be implemented by Management in the future, for the proper operation of The Consulate including the Community Policies attached as Exhibit D. Tenant is responsible for the conduct of the Occupants of the Apartments. Tenant's staff residing at The Consulate as well as its Director of Residence Life shall maintain communication with Management to ensure all applicable standards of conduct are being followed. The University's Office of Residence Life and Office of Public Safety are accessible 24 hours per day, and their respective contact information shall be provided to Management. To the extent that there is any conflict between this Master Lease Agreement and the AvalonBay Standard Lease, attached hereto as Exhibit C, the terms of this Master Lease Agreement control. A breach of any provision of the standard lease will be a violation of the lease by UDC, as described in Exhibit C.

7. Insurance. Tenant shall, at its own expense, maintain renter's liability insurance in the amount of not less than \$250,000.00 to protect Tenant and Occupants against personal liability for losses incurred by third parties for property damage, costs related to property damage, and injury or death to third persons. The insurance is to be carried by one or more insurance companies authorized or admitted to do business in the District of Columbia. The insurance policy(ies) must cover Management (as agent for the owner of The Consulate), as well as Tenants and any Occupants or Guests, and name both Management and Tenants as additional insureds. The policy(ies) must provide that any proceeds for loss or damage to buildings, structures or improvements are payable

solely to Management. Tenant must furnish Management with certificates of all insurance required by this Paragraph. As additional apartments are delivered to UDC (by execution of an Exhibit A), UDC shall show sufficient proof that such apartment is covered under the policies of insurance specified previously. If Tenant does not provide the certificates before Management delivers possession of the Apartment(s) to Tenant, or if Tenant allows any insurance required under this Paragraph to lapse, or to be suspended or cancelled, then that lapse, suspension or cancellation will be a default under this Agreement, entitling Management to exercise any and all legal remedies. Tenant, and Tenant's insurance company, will immediately notify Management, in writing, of any cancellation, suspension or lapse of any insurance coverage addressed in this paragraph. Tenant's right to possession of the Apartment(s) is contingent upon Tenant obtaining and maintaining the insurance provided for in this paragraph. Tenant's insurance policy(ies) must include a waiver of subrogation rights against Management and The Consulate. AvalonBay does not carry insurance to protect against any loss or damage to personal property owned or kept by Tenant or any Occupants or Guests. Occupants assume the risk of any loss or any damage to personal property kept in the premises.

8. Specific Arrangements for UDC. Tenant will not be required to submit applications or undergo credit checks for its Occupants. Tenant may obtain leases (by executing an Exhibit A) on more than three (3) apartments in a given month with a maximum number of apartments at any one time of ten (10) apartments. The parties acknowledge and agree that AvalonBay will be responsible for payment of broker's fees to Urban Igloo, LLC. Tenant will pay the equivalent of two (2) months rent as a security deposit for the units leased consistent with Exhibit A.

9. Occupants. Tenant shall, at least five (5) business days before the Lease Term Commencement Date for each Apartment, identify in writing to Management the Occupant(s) of each Apartment by name. Management has the right to run a criminal and/or background check on each Occupant and reject any applicant with a criminal or other background deemed undesirable by Management in its sole and absolute discretion. If Management fails to notify Tenant that any proposed Occupant is rejected pursuant to this paragraph within three (3) business days of receipt of tenant's proposed Occupant, the Occupant shall be deemed accepted. Tenant shall administer the check-in and check-out for any and all Occupant(s) under this Agreement. Tenant's administration of the check-out procedures does not release Occupant(s) from the requirements contained in the Apartment Lease to perform all obligations in conjunction with vacating the apartment(s) occupied hereunder. Further, to the extent that the Occupant(s) for any Apartment vacates during the Lease Term, Tenant shall notify Management in writing, within five (5) days, that the vacating Occupant(s) no longer is entitled to occupy the Apartment. To the extent that a new or additional Occupant(s) occupy any Apartment, Tenant shall identify any such Occupant(s) by name in writing to Management at least five (5) business days before the date that the new or additional Occupant(s) intends to occupy the Apartment.

10. Terminating Lease. A termination fee equal to two (2) months of then-applicable monthly rent will be paid by Tenant for each apartment terminated prior to the Lease Term expiration date stated for that apartment in Exhibit A.

11. Terminating Occupancy. Tenant agrees that it will not terminate occupancy in more than 50% of the apartments it leases within a given thirty (30) day period unless the end of the Lease

Term has been reached. Tenant agrees to abide by this restriction even if Tenant continues to occupy an apartment(s) on a month-to-month basis after the expiration of the Lease Term. Management agrees that it will not terminate the lease of any unit leased by Tenant (as described in Exhibit A) during the academic year (i.e. from August through May) without due cause, as described in Exhibit C.

12. Renewal. AvalonBay may provide a determined renewal rate 75 days prior to the expiration of the Lease Term. Such renewal rate shall not exceed an increase of more than 2%. If either party does not desire the Lease to renew for an additional twelve (12) month term, such party must give written notice at least sixty (60) days prior to the expiration of the lease term.

13. Notices. All notices shall be in writing and served via hand-delivery or recognized overnight carrier. In the event of a default under this Agreement or the Lease, notice shall be as required by law. In addition, Management will provide default notices to Tenant and Tenant's Occupant(s) for all apartments deemed to be effected by any default. Each party may change the notice address by sending to the other party a written notice of the new address.

Notices should be addressed as follows:

Management: Kelly Schwuchow
Community Manager
AvalonBay
2950 Van Ness Street, NW
Washington, D.C. 20008

Tenant: Barbara Jumper
Vice President for Facilities, Real Estate & Public Safety
University of the District of Columbia
4200 Connecticut Ave., NW
Washington, D.C. 20008

14. Default. Tenant agrees that in the event of monetary default, Management may proceed against Tenant in accordance with the laws of the District of Columbia to (i) terminate Tenant's right to possession and/or this Agreement, (ii) recover any rent, damages or other amounts owed by Tenant to Management under the Agreement, Exhibit A or the Apartment Lease, and/or (iii) recover possession of the Premises and all other portions of the property in which Tenant leases from Management. In the event of non-monetary default, Management may exercise its rights against Tenant with respect to the specific unit(s) at issue. These rights shall be in addition to, and not in lieu of all rights provided under this Agreement and applicable law. If a suit for any breach of this Agreement establishes a breach of Tenant's obligations under this Agreement, the Apartment Lease and/or applicable law, Tenant shall pay to Management all expenses incurred in connection therewith, including, but not limited to court costs, filing fees and attorney's fees of not more than \$3,000.

15. Holdover. In the event of occupancy of a leased unit beyond the expiration of the lease term and Tenant is not permitted by Management to remain in leased apartments as a Month-to-Month resident, Tenant agrees pay for Management's direct and consequential damages, costs and reasonable attorneys' fees as permitted by applicable law in connection with such holdover and with Management's actions in obtaining possession of the leased unit(s) as a result of the holdover of not more than \$3,000.

16. No Partnership/Joint Venture. By entering into this Agreement, the parties do not intend to create a partnership or joint venture.

17. Construction. No portion of this Agreement shall be construed more or less favorably against the drafting party. The parties agree that this Master Lease Agreement shall be considered a joint product and construed as such.

18. Anti-Deficiency Limitations. The following limitations exist as to each and every purported obligation of Tenant set forth in this Lease, whether or not expressly conditioned:

(a) The obligations of the Tenant to fulfill financial obligations pursuant to this Lease or any subsequent agreement entered into pursuant to this Lease or referenced herein (to which the Tenant is a party) are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004) (the "Federal ADA"), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 - 355.08 (2004 Supp.) (the "D.C. ADA" and (i) and (ii) collectively, as amended from time to time, the "Anti-Deficiency Acts"); and (iii) § 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001). Pursuant to the Anti-Deficiency Acts, nothing in this Lease shall create an obligation of the Tenant in anticipation of an appropriation by Congress for such purpose, and the Tenant's legal liability for the payment of any Annual Rental, or any component thereof, under this Lease shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.

(b) Tenant agrees to exercise in a timely manner all lawful authority (including seeking appropriations) available to it to satisfy the financial obligations of the Tenant that may arise under this Lease. During the term of this Lease, the Tenant shall include in its budget application to the Mayor of the District of Columbia or other appropriate official for each fiscal period, and the Mayor of the District of Columbia shall include in the budget application submitted to the D.C. Council for each fiscal period the amount necessary to fund the Tenant's known potential financial obligations (including a reserve for contingencies as reasonably determined by Tenant) under this Lease for such fiscal period. In the event that (i) a request for such appropriations is excluded from the budget approved by the D.C. Council and submitted to Congress by the President for the applicable fiscal year, or if no appropriation is made by Congress to pay Annual Rental, or any component thereof, due under this Lease for any period after the fiscal year for which appropriations have been made, and (ii) appropriated funds are not otherwise lawfully available for such purposes, the Tenant will not be liable to make any payment under this Lease upon the expiration of any then-existing appropriation, the Tenant shall promptly notify Landlord, and this Lease shall immediately terminate upon the expiration of any then-existing appropriation ("Non-Appropriation Termination").

(c) In the event of a Non-Appropriation Termination, Tenant shall use its commercially reasonable efforts in good faith and in compliance with law to obtain approval of an appropriation to pay Landlord a termination fee as to the initial Lease Term to reimburse Landlord for all unamortized transaction costs (i.e., tenant improvement allowance, broker commissions and legal fees) and all unamortized Additional Allowance as of the termination date.

(d) Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of the Tenant shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a Tenant Default.

(e) This Lease shall not constitute an indebtedness of the Tenant nor shall it constitute an obligation for which the Tenant is obligated to levy or pledge any form of taxation or for which the Tenant has levied or pledged any form of taxation. No District of Columbia official or employee is authorized to obligate or expend any amount under this Lease unless such amount has been appropriated by D.C. Council and by Act of Congress and is lawfully available.

(f) It is specifically understood and agreed that a failure to obtain appropriated funds in accordance with, and subject to the requirements of Anti-Deficiency Limitations shall not constitute a Tenant Default. In accordance with this Anti-Deficiency Limitations any deficiency in Annual Rental shall not exceed the amount of funds actually appropriated and lawfully available at the time of the occurrence of a Tenant Default.

19. Indemnification. Tenant, including its trustees, directors, officers, employees, representatives and agents, shall not indemnify Management from or against any and all claims arising from or connected with Tenant's leasing of units as described in Exhibit A.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia (without giving effect to its choice of law principles thereof) and the laws of the United States applicable thereto.

21. No Waiver. Tenant does not waive any rights to which it is entitled, including, but not limited to: rights to notice prior to eviction proceedings; rights to exemptions or defenses provided by law; rights to bring suit for damages or other relief as permitted by law; and rights to jury trial.

AVALONBAY COMMUNITIES, INC.
(as management agent for The Consulate)

By: _____

Date: _____

THE UNIVERSITY OF THE DISTRICT
OF COLUMBIA

By: _____

Date: _____

MASTER LEASE AGREEMENT

EXHIBIT A 1

This Exhibit is made part of the Master Lease Agreement dated August 19, 2013 by and between AvalonBay Communities, Inc. ("Management" or "AvalonBay") and The University of the District of Columbia ("Tenant" or "UDC"). By signing below, Tenant hereby agrees to the Monthly Rent and Fees (as applicable) as set forth below in compliance with the Master Lease Agreement.

Apartment No. 209

Commencement Date of Lease: 8/20/2013

End Date of Lease: 8/19/2014

Monthly Rent:

<u>Month 1</u>	<u>\$1875.00</u>
<u>Month 2</u>	<u>\$1,875.00</u>
<u>Month 3</u>	<u>\$1,875.00</u>
<u>Month 4</u>	<u>\$1,875.00</u>
<u>Month 5</u>	<u>\$1,875.00</u>
<u>Month 6</u>	<u>\$1,875.00</u>
<u>Month 7</u>	<u>\$1,875.00</u>
<u>Month 8</u>	<u>\$1,875.00</u>
<u>Month 9</u>	<u>\$1,875.00</u>
<u>Month 10</u>	<u>\$1,875.00</u>
<u>Month 11</u>	<u>\$1,875.00</u>
<u>Month 12</u>	<u>\$1,149.00</u>

Security Deposit:

\$3,750.00

Fees:

Common Area Amenities:	\$500 (one time)
Parking:	\$175 per month (one vehicle)
	\$175 per month (each additional vehicle)
Storage:	\$30 per month
Non-refundable pet fee:	\$300 (one time, nonrefundable)
Pet rent (cats only up to 2:	\$30 per month per cat

Pro-Rate Rent (if applicable for first month of Occupancy): \$726.00

Term of this Lease: Twelve (12) Months from Commencement Date of Lease (noted above).

EXHIBIT A 2

This Exhibit is made part of the Master Lease Agreement dated August 19, 2013 by and between AvalonBay Communities, Inc. ("Management" or "AvalonBay") and The University of the District of Columbia ("Tenant" or "UDC"). By signing below, Tenant hereby agrees to the Monthly Rent and Fees (as applicable) as set forth below in compliance with the Master Lease Agreement.

Apartment No. 520

Commencement Date of Lease: 8/20/2013

End Date of Lease: 8/19/2014

Monthly Rent:

<u>Month 1</u>	<u>\$1875.00</u>
<u>Month 2</u>	<u>\$1,875.00</u>
<u>Month 3</u>	<u>\$1,875.00</u>
<u>Month 4</u>	<u>\$1,875.00</u>
<u>Month 5</u>	<u>\$1,875.00</u>
<u>Month 6</u>	<u>\$1,875.00</u>
<u>Month 7</u>	<u>\$1,875.00</u>
<u>Month 8</u>	<u>\$1,875.00</u>
<u>Month 9</u>	<u>\$1,875.00</u>
<u>Month 10</u>	<u>\$1,875.00</u>
<u>Month 11</u>	<u>\$1,875.00</u>
<u>Month 12</u>	<u>\$1,149.00</u>

Security Deposit:

\$3,750.00

Fees:

Common Area Amenities:	\$500 (one time)
Parking:	\$175 per month (one vehicle)
	\$175 per month (each additional vehicle)
Storage:	\$30 per month
Non-refundable pet fee:	\$300 (one time, nonrefundable)
Pet rent (cats only up to 2:	\$30 per month per cat

Pro-Rate Rent (if applicable for first month of Occupancy): \$726.00

Term of this Lease: Twelve (12) Months from Commencement Date of Lease (noted above).

EXHIBIT A 3

This Exhibit is made part of the Master Lease Agreement dated August 19, 2013 by and between AvalonBay Communities, Inc. ("Management" or "AvalonBay") and The University of the District of Columbia ("Tenant" or "UDC"). By signing below, Tenant hereby agrees to the Monthly Rent and Fees (as applicable) as set forth below in compliance with the Master Lease Agreement.

Apartment No. 115

Commencement Date of Lease: 8/19/2013

End Date of Lease: 8/18/2014

Monthly Rent:

<u>Month 1</u>	<u>\$2,975.00</u>
<u>Month 2</u>	<u>\$2,975.00</u>
<u>Month 3</u>	<u>\$2,975.00</u>
<u>Month 4</u>	<u>\$2,975.00</u>
<u>Month 5</u>	<u>\$2,975.00</u>
<u>Month 6</u>	<u>\$2,975.00</u>
<u>Month 7</u>	<u>\$2,975.00</u>
<u>Month 8</u>	<u>\$2,975.00</u>
<u>Month 9</u>	<u>\$2,975.00</u>
<u>Month 10</u>	<u>\$2,975.00</u>
<u>Month 11</u>	<u>\$2,975.00</u>
<u>Month 12</u>	<u>\$1,727.00</u>

Security Deposit:

\$5,950.00

Fees:

Common Area Amenities:	\$500 (one time)
Parking:	\$175 per month (one vehicle)
	\$175 per month (each additional vehicle)
Storage:	\$30 per month
Non-refundable pet fee:	\$300 (one time, nonrefundable)
Pet rent (cats only up to 2:	\$30 per month per cat

Pro-Rate Rent (if applicable for first month of Occupancy): \$1,248.00

Term of this Lease: Twelve (12) Months from Commencement Date of Lease (noted above).

EXHIBIT A 4

This Exhibit is made part of the Master Lease Agreement dated August 19, 2013 by and between AvalonBay Communities, Inc. ("Management" or "AvalonBay") and The University of the District of Columbia ("Tenant" or "UDC"). By signing below, Tenant hereby agrees to the Monthly Rent and Fees (as applicable) as set forth below in compliance with the Master Lease Agreement.

Apartment No. 330

Commencement Date of Lease: 8/19/2013

End Date of Lease: 8/18/2014

Monthly Rent:

<u>Month 1</u>	<u>\$2,975.00</u>
<u>Month 2</u>	<u>\$2,975.00</u>
<u>Month 3</u>	<u>\$2,975.00</u>
<u>Month 4</u>	<u>\$2,975.00</u>
<u>Month 5</u>	<u>\$2,975.00</u>
<u>Month 6</u>	<u>\$2,975.00</u>
<u>Month 7</u>	<u>\$2,975.00</u>
<u>Month 8</u>	<u>\$2,975.00</u>
<u>Month 9</u>	<u>\$2,975.00</u>
<u>Month 10</u>	<u>\$2,975.00</u>
<u>Month 11</u>	<u>\$2,975.00</u>
<u>Month 12</u>	<u>\$1,727.00</u>

Security Deposit:

\$5,950.00

Fees:

Common Area Amenities:	\$500 (one time)
Parking:	\$175 per month (one vehicle)
	\$175 per month (each additional vehicle)
Storage:	\$30 per month
Non-refundable pet fee:	\$300 (one time, nonrefundable)
Pet rent (cats only up to 2:	\$30 per month per cat

Pro-Rate Rent (if applicable for first month of Occupancy): \$1,248.00

Term of this Lease: Twelve (12) Months from Commencement Date of Lease (noted above).

EXHIBIT A 5

This Exhibit is made part of the Master Lease Agreement dated August 19, 2013 by and between AvalonBay Communities, Inc. ("Management" or "AvalonBay") and The University of the District of Columbia ("Tenant" or "UDC"). By signing below, Tenant hereby agrees to the Monthly Rent and Fees (as applicable) as set forth below in compliance with the Master Lease Agreement.

Apartment No. 528

Commencement Date of Lease: 8/19/2013

End Date of Lease: 8/18/2014

Monthly Rent:

<u>Month 1</u>	<u>\$2,975.00</u>
<u>Month 2</u>	<u>\$2,975.00</u>
<u>Month 3</u>	<u>\$2,975.00</u>
<u>Month 4</u>	<u>\$2,975.00</u>
<u>Month 5</u>	<u>\$2,975.00</u>
<u>Month 6</u>	<u>\$2,975.00</u>
<u>Month 7</u>	<u>\$2,975.00</u>
<u>Month 8</u>	<u>\$2,975.00</u>
<u>Month 9</u>	<u>\$2,975.00</u>
<u>Month 10</u>	<u>\$2,975.00</u>
<u>Month 11</u>	<u>\$2,975.00</u>
<u>Month 12</u>	<u>\$1,727.00</u>

Security Deposit:

\$5,950.00

Fees:

Common Area Amenities:	\$500 (one time)
Parking:	\$175 per month (one vehicle)
	\$175 per month (each additional vehicle)
Storage:	\$30 per month
Non-refundable pet fee:	\$300 (one time, nonrefundable)
Pet rent (cats only up to 2:	\$30 per month per cat

Pro-Rate Rent (if applicable for first month of Occupancy): \$1,248.00

Term of this Lease: Twelve (12) Months from Commencement Date of Lease (noted above).

EXHIBIT A 6

This Exhibit is made part of the Master Lease Agreement dated August 19, 2013 by and between AvalonBay Communities, Inc. ("Management" or "AvalonBay") and The University of the District of Columbia ("Tenant" or "UDC"). By signing below, Tenant hereby agrees to the Monthly Rent and Fees (as applicable) as set forth below in compliance with the Master Lease Agreement.

Apartment No. 610

Commencement Date of Lease: 8/19/2013

End Date of Lease: 8/18/2014

Monthly Rent:

<u>Month 1</u>	<u>\$2,975.00</u>
<u>Month 2</u>	<u>\$2,975.00</u>
<u>Month 3</u>	<u>\$2,975.00</u>
<u>Month 4</u>	<u>\$2,975.00</u>
<u>Month 5</u>	<u>\$2,975.00</u>
<u>Month 6</u>	<u>\$2,975.00</u>
<u>Month 7</u>	<u>\$2,975.00</u>
<u>Month 8</u>	<u>\$2,975.00</u>
<u>Month 9</u>	<u>\$2,975.00</u>
<u>Month 10</u>	<u>\$2,975.00</u>
<u>Month 11</u>	<u>\$2,975.00</u>
<u>Month 12</u>	<u>\$1,727.00</u>

Security Deposit:

\$5,950.00

Fees:

Common Area Amenities:	\$500 (one time)
Parking:	\$175 per month (one vehicle)
	\$175 per month (each additional vehicle)
Storage:	\$30 per month
Non-refundable pet fee:	\$300 (one time, nonrefundable)
Pet rent (cats only up to 2:	\$30 per month per cat

Pro-Rate Rent (if applicable for first month of Occupancy): \$1,248.00

Term of this Lease: Twelve (12) Months from Commencement Date of Lease (noted above).

EXHIBIT A 7

This Exhibit is made part of the Master Lease Agreement dated August 19, 2013 by and between AvalonBay Communities, Inc. ("Management" or "AvalonBay") and The University of the District of Columbia ("Tenant" or "UDC"). By signing below, Tenant hereby agrees to the Monthly Rent and Fees (as applicable) as set forth below in compliance with the Master Lease Agreement.

Apartment No. 228

Commencement Date of Lease: 8/19/2013

End Date of Lease: 8/18/2014

Monthly Rent:

<u>Month 1</u>	<u>\$2,975.00</u>
<u>Month 2</u>	<u>\$2,975.00</u>
<u>Month 3</u>	<u>\$2,975.00</u>
<u>Month 4</u>	<u>\$2,975.00</u>
<u>Month 5</u>	<u>\$2,975.00</u>
<u>Month 6</u>	<u>\$2,975.00</u>
<u>Month 7</u>	<u>\$2,975.00</u>
<u>Month 8</u>	<u>\$2,975.00</u>
<u>Month 9</u>	<u>\$2,975.00</u>
<u>Month 10</u>	<u>\$2,975.00</u>
<u>Month 11</u>	<u>\$2,975.00</u>
<u>Month 12</u>	<u>\$1,727.00</u>

Security Deposit:

\$5,950.00

Fees:

Common Area Amenities:	\$500 (one time)
Parking:	\$175 per month (one vehicle)
	\$175 per month (each additional vehicle)
Storage:	\$30 per month
Non-refundable pet fee:	\$300 (one time, nonrefundable)
Pet rent (cats only up to 2:	\$30 per month per cat

Pro-Rate Rent (if applicable for first month of Occupancy): \$1,248.00

Term of this Lease: Twelve (12) Months from Commencement Date of Lease (noted above).

EXHIBIT A 8

This Exhibit is made part of the Master Lease Agreement dated August 19, 2013 by and between AvalonBay Communities, Inc. ("Management" or "AvalonBay") and The University of the District of Columbia ("Tenant" or "UDC"). By signing below, Tenant hereby agrees to the Monthly Rent and Fees (as applicable) as set forth below in compliance with the Master Lease Agreement.

Apartment No. 112

Commencement Date of Lease: 9/5/2013

End Date of Lease: 9/4/2014

Monthly Rent:

<u>Month 1</u>	<u>\$2,975.00</u>
<u>Month 2</u>	<u>\$2,975.00</u>
<u>Month 3</u>	<u>\$2,975.00</u>
<u>Month 4</u>	<u>\$2,975.00</u>
<u>Month 5</u>	<u>\$2,975.00</u>
<u>Month 6</u>	<u>\$2,975.00</u>
<u>Month 7</u>	<u>\$2,975.00</u>
<u>Month 8</u>	<u>\$2,975.00</u>
<u>Month 9</u>	<u>\$2,975.00</u>
<u>Month 10</u>	<u>\$2,975.00</u>
<u>Month 11</u>	<u>\$2,975.00</u>
<u>Month 12</u>	<u>\$397.00</u>

Security Deposit:

\$5,950.00

Fees:

Common Area Amenities:	\$500 (one time)
Parking:	\$175 per month (one vehicle)
	\$175 per month (each additional vehicle)
Storage:	\$30 per month
Non-refundable pet fee:	\$300 (one time, nonrefundable)
Pet rent (cats only up to 2:	\$30 per month per cat

Pro-Rate Rent (if applicable for first month of Occupancy): \$2,578

Term of this Lease: Twelve (12) Months from Commencement Date of Lease (noted above).

EXHIBIT A 9

This Exhibit is made part of the Master Lease Agreement dated August 19, 2013 by and between AvalonBay Communities, Inc. ("Management" or "AvalonBay") and The University of the District of Columbia ("Tenant" or "UDC"). By signing below, Tenant hereby agrees to the Monthly Rent and Fees (as applicable) as set forth below in compliance with the Master Lease Agreement.

Apartment No. 713

Commencement Date of Lease: 9/7/2013

End Date of Lease: 9/6/2014

Monthly Rent:

<u>Month 1</u>	<u>\$2,975.00</u>
<u>Month 2</u>	<u>\$2,975.00</u>
<u>Month 3</u>	<u>\$2,975.00</u>
<u>Month 4</u>	<u>\$2,975.00</u>
<u>Month 5</u>	<u>\$2,975.00</u>
<u>Month 6</u>	<u>\$2,975.00</u>
<u>Month 7</u>	<u>\$2,975.00</u>
<u>Month 8</u>	<u>\$2,975.00</u>
<u>Month 9</u>	<u>\$2,975.00</u>
<u>Month 10</u>	<u>\$2,975.00</u>
<u>Month 11</u>	<u>\$2,975.00</u>
<u>Month 12</u>	<u>\$595.00</u>

Security Deposit:

\$5,950.00

Fees:

Common Area Amenities:	\$500 (one time)
Parking:	\$175 per month (one vehicle)
	\$175 per month (each additional vehicle)
Storage:	\$30 per month
Non-refundable pet fee:	\$300 (one time, nonrefundable)
Pet rent (cats only up to 2:	\$30 per month per cat

Pro-Rate Rent (if applicable for first month of Occupancy): \$2,380.00

Term of this Lease: Twelve (12) Months from Commencement Date of Lease (noted above).

EXHIBIT A 10

This Exhibit is made part of the Master Lease Agreement dated August 19, 2013 by and between AvalonBay Communities, Inc. ("Management" or "AvalonBay") and The University of the District of Columbia ("Tenant" or "UDC"). By signing below, Tenant hereby agrees to the Monthly Rent and Fees (as applicable) as set forth below in compliance with the Master Lease Agreement.

Apartment No. 904

Commencement Date of Lease: 9/7/2013

End Date of Lease: 9/6/2014

Monthly Rent:

<u>Month 1</u>	<u>\$2,975.00</u>
<u>Month 2</u>	<u>\$2,975.00</u>
<u>Month 3</u>	<u>\$2,975.00</u>
<u>Month 4</u>	<u>\$2,975.00</u>
<u>Month 5</u>	<u>\$2,975.00</u>
<u>Month 6</u>	<u>\$2,975.00</u>
<u>Month 7</u>	<u>\$2,975.00</u>
<u>Month 8</u>	<u>\$2,975.00</u>
<u>Month 9</u>	<u>\$2,975.00</u>
<u>Month 10</u>	<u>\$2,975.00</u>
<u>Month 11</u>	<u>\$2,975.00</u>
<u>Month 12</u>	<u>\$595.00</u>

Security Deposit:

\$5,950.00

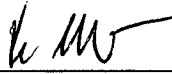
Fees:

Common Area Amenities:	\$500 (one time)
Parking:	\$175 per month (one vehicle)
	\$175 per month (each additional vehicle)
Storage:	\$30 per month
Non-refundable pet fee:	\$300 (one time, nonrefundable)
Pet rent (cats only up to 2:	\$30 per month per cat

Pro-Rate Rent (if applicable for first month of Occupancy): \$2,380.00

Term of this Lease: Twelve (12) Months from Commencement Date of Lease (noted above).

AVALONBAY COMMUNITIES, INC.
(as management agent for The Consulate):

By: 

Date: 8/16/13

THE UNIVERSITY OF THE DISTRICT
OF COLUMBIA:

By: Barbara Jumper
on behalf of

Date: _____

Office of Residence Life University Housing Agreement

Agreement Terms and Conditions

- 1) **ELIGIBILITY FOR RESIDENCY:** A person must be admitted as a full time, degree-seeking undergraduate or graduate student enrolled in the University of the District of Columbia (including undergraduate or graduate programs of the Flagship; the David A. Clarke School of Law; and the University of the District of Columbia Community College) in order to be eligible for University Housing. The student must remain enrolled full-time throughout the term of this agreement. The student not have a balance owed to the University greater than \$500, and must not have an active student conduct issue which prohibits him/her from residing in University Housing.
- 2) **PARTIES TO THE AGREEMENT:** This Agreement is voluntarily entered into between the University and the undersigned student (and/or legal parent/guardian, as applicable).
- 3) **SCOPE OF AGREEMENT:** This Agreement is a license for a residential space in the University Housing system, and covers the entire academic year (both Fall and Spring semesters), or any portion of the academic year remaining at the time this Agreement is signed.
- 4) **OCCUPANCY PERIOD:** This Agreement is for the entire academic year and covers the student's residency from the official opening of University Housing through 24 hours after the student's last final exam of the UDC Spring semester or until noon on the last day of the Spring semester per the UDC Academic Calendar, whichever comes first. The official opening date for University Housing can be found at www.udc.edu/housing. Students who will not be enrolled for the Spring semester must check out within 24 hours after the student's last final exam of the UDC Fall semester or by noon on the last day of the Fall semester per the UDC Academic Calendar, whichever comes first. The Office of Residence Life considers the student to be occupying the assigned residential space when the student signs for room keys at check-in day until keys are returned to the Office of Residence Life at checkout when occupancy is terminated.
- 5) **PAYMENT OF FEES:** The student agrees to accept the assigned space in University Housing and pay housing fees on or before the published payment dates. Current fees can be found at www.udc.edu/housing. It is the responsibility of the student to routinely check his/her student account to determine outstanding balances. Students who receive financial aid awards are required to pay all housing costs not covered by their awards (after tuition and fees are paid), by the payment date set by the University. Financial aid may not be used to pay the required application deposit. Room rates are reduced only for a student who is assigned a space AFTER the conclusion of the FIRST WEEK of classes. Failure to pay fees in a timely manner will constitute a material breach of this Agreement.
- 6) **CHECK OUT & TERMINATING OCCUPANCY:** Check out procedures apply when a student is leaving the assigned space for an extended period of time. All students are required to check out within 24 hours of their last final exam, or by noon on the last day of the semester per the UDC Academic Calendar, whichever comes first.

If a student will not be enrolled in the Spring semester, that student must remove all personal items from the assigned space within 24 hours of their last final exam, or by noon on the last day of the semester per the UDC Academic Calendar, whichever comes first.

If a student occupies an assigned space for the entire academic year, that student will be required to remove all personal items from the assigned space within 24 hours of their last final exam, or by

noon on the last day of the semester per the UDC Academic Calendar, whichever comes first.

The student is expected to complete a proper check out prior to leaving the assigned space, as outlined in this Agreement and as directed by Office of Residence Life staff.

When one occupant in a room/suite checks out or terminates occupancy while others remain, each is equally and jointly responsible for cleaning the room, bathroom, and suite. If any of those spaces are found to be in an unacceptable condition, as determined by the Office of Residence Life, cleaning services will be provided and all residents will be held liable for cleaning charges (see also paragraph 12). The student must also complete and sign the Room Condition Report form and return all keys to the Office of Residence Life. Failure to comply with this process may result in additional charges to the student.

In the event of withdrawal or dismissal from the University, the student is to vacate the space within 48 hours after such withdrawal or dismissal. In the case of an involuntary withdrawal or dismissal, the student will be liable for all costs of University housing for the semester in which space is assigned, and is not entitled to a return of any funds expended for University housing. In the case of a voluntary withdrawal, a student will not be entitled to a return of any funds expended for University Housing; a request can be made to the Vice President for Student Affairs, who shall make the final decision with respect to any such request.

Any student who remains in University housing past the check out date, or past the 48-hour post-withdrawal/dismissal timeframe, will be held liable for room charges beyond his/her last date of attendance. Failure to move out within the prescribed period may result in a \$150 per day charge, eviction, and/or disciplinary action, unless otherwise specified in this Agreement.

In the case of eviction, the University will not be held responsible for student belongings and

reserves the right to take possession of and discard such belongings, change all applicable locks, and charge the student for all associated expenses incurred by the University.

7) **ASSIGNMENT:** The University of the District of Columbia is an equal opportunity institution and, as such, assigns University Housing space to qualified, enrolled, degree-seeking students without regard to race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business, as provided by law and the Office of Residence Life's Standards for Community Living, attached hereto, which incorporate the policies applicable to the community in which the student is assigned housing. The basic accommodation is a room occupied by two persons of the same gender.

8) **ASSIGNMENT PROCEDURES AND PRIORITIES:** Current resident students participating in the process known as the "Room Selection Process" receive first priority. In general, all other potential residents who are admitted to UDC as degree-seeking students will be assigned on a first come, first served according to the date on which the completed and signed housing agreement and \$150 application deposit are received by the Office of Residence Life.

As space becomes limited, preference will be given to incoming Freshmen/First-Time in-College students and students who live further than 20 miles from the campus.

The University will attempt to honor roommate requests when students involved have indicated each other as roommates on the housing agreement and both have submitted materials at the same time. All such requests must be received by April 1 for fall and November 15 for spring. The student agrees to accept the assigned space, regardless of preference, and may only cancel the agreement according to those terms outlined in paragraph 16.

9) **USE OF ASSIGNED SPACE:** Occupancy of space is permitted only by the student to whom the space is assigned. Space may not be sublet to any other person(s). The student may not share assigned space with any other individual(s) not officially assigned by the University. The student may not refuse or prevent another assigned student from residing in a shared space (bedroom or suite). If the student refuses or prevents a new occupant from residing in a shared space, the student will be subject to disciplinary action (including eviction) as outlined in Article V of the Code of Student Conduct.

10) **CHANGES IN ASSIGNMENTS:** Room changes may be made only after written approval is communicated from the Office of Residence Life. Failure to follow established room change procedures will constitute breach of this agreement and may be grounds for cancellation, charges for occupying a second room, and/or disciplinary action.

The University reserves the right to reassign a resident due to unforeseen events, including, but not limited to, enrollment fluctuations, facility problems, or staff changes. In instances in which a student is already occupying a space, and a move is required, the student will be provided with written notice via email 5 days in advance or as soon as is practicable in emergency situations.

11) **CONSOLIDATION AND VACANCY OPTION:** Consolidation is defined as the moving together of residents by the Office of Residence Life who are paying for a double occupancy room but for some reason are currently in a room with no assigned roommate, or are living in a 4 bedroom suite with empty rooms within the suite. Double rooms are normally occupied by two students and a 4 bedroom suite/apartment occupied by 4 students. If one or more occupants does not check in, or later moves out, the remaining residents may be required to consolidate, at the option of the University (see also Paragraph 9).

12) **BEHAVIOR AND CONDUCT:** The student is responsible for knowing and observing University policies, rules, regulations and procedures as set forth in the UDC Student Handbook, Student Code of Conduct, The Office of Residence Life Community Living Standards and policies applicable to the community in which the student is assigned housing. The student is also responsible for observing all applicable federal, state, and local regulations and laws. The University reserves the right to make other rules and regulations as in its judgment may be necessary for the safety, care, and cleanliness of the premises and for the preservation of order.

The student agrees to abide by all rules and regulations in effect or adopted by the University or by the community in which the student is assigned housing. Any student, whose agreement is terminated as a result of disciplinary action, will be held financially responsible for the full amount of the agreement for the remainder of the semester. Failure to abide by all University policies, rules, regulations and procedures and federal, state and local regulations and laws may result in Agreement modification or termination, as described further in paragraph 18 (Agreement Modification or Termination).

The University has a campus-wide zero tolerance for illegal substance abuse, the purpose of which is to promote a healthy learning environment on campus. Any illegal possession, use, delivery, sale, or distribution of illegal drugs, controlled substances or drug paraphernalia, anywhere on campus will result in a termination of this agreement and an eviction from University Housing.

13) **CARE OF FACILITIES:** The student is responsible for care of rooms, furnishings, and equipment in University Housing. The student is responsible for keeping the assigned unit clean and sanitary. The student agrees to cooperate with roommates in the common protection of University and personal property. The student also agrees to refrain from modifying the space in any way, except as expressly

permitted in writing by the Office of Residence Life, and to promptly pay all assessed charges for damages, special cleaning, or maintenance resulting from misuse or modification of the facility. The student is jointly liable with roommates and/or suitemates for assessed charges in the room, suite, or common area of the unit, unless the responsible individual is identified.

- 14) **KEYS/CARD ACCESS:** The student agrees not to duplicate any keys assigned, or to transfer their keys or identification card to another person. Should this occur, the student will be subject to disciplinary action and/or termination of this Agreement.

If keys are not returned at check out, or if the keys are lost or stolen, the student agrees to pay for all lock changes and key replacements. The student is responsible for securing the assigned unit at all times and taking such precautions as is necessary for protection of personal property.

- 15) **EMERGENCY ACCESS:** The University reserves the right to have authorized University staff, property management personnel, state officials, and other authorized personnel enter the student's rooms/suites at reasonable times to inspect, maintain, and repair the premises and furnishings. Students are expected to report damages and necessary repairs needed promptly. In the event of an emergency, notice may be given immediately before entering.

When authorized personnel have a reasonable belief that a violation of a University regulation, local ordinance, or federal statute is in progress, and/or other emergency purposes exist, they may enter the student's rooms/apartments/suites/house without notice. The student's signature of this Agreement constitutes explicit consent for authorized personnel to enter the student's rooms, apartments, and/or suites without notice for such purposes.

- 16) **LIMITATION OF UNIVERSITY LIABILITY:** The University is not liable for damage to or loss of personal property, or failure or interruption of utilities. Students are strongly encouraged to consider obtaining renter's insurance or other applicable coverage for such potential loss.

- 17) **AGREEMENT CANCELLATION:** At a minimum, this agreement is in force as long as the Student is officially enrolled during the Academic Year as outlined in Paragraph 1, and as long as the Student remains in good standing, academically, disciplinarily, and financially.

- A. A student not returning to the University may request a cancellation of the Agreement by completing a written Request for Cancellation. Students who may request a cancellation include, but are not limited to, a student who is: transferring to another university, taking an academic leave of absence, graduating at the end of the Fall semester, leaving for government service, or withdrawing for medical reasons. A Request for Cancellation must be submitted prior to the start of the Spring semester and be approved by the Office of Residence Life to be effective.
- B. If the student is denied admission to the University, the deposit shall be forfeited.
- C. The student who does not check in to the assigned space by the first day of classes for the Fall semester (or the first day of classes for new Spring-only residents) and who is not enrolled will forfeit their assignment and deposit. The student will need to submit a new Housing Agreement and deposit for future terms.
- D. The student who is enrolled and wishes to cancel the agreement prior to the start of the Agreement term may do so by submitting a Request to Cancel form. The deposits of enrolled students who cancel the Agreement will be forfeited.

- E. The student who does not cancel by the start of the agreement term and is enrolled at UDC will be responsible for all fees associated with University housing, unless otherwise indicated in this Agreement.
- F. The student who withdraws from classes during either the Fall or Spring terms is required to leave University Housing within 48 hours of the withdrawal. A student who withdraws within the drop/add period as indicated in the University Calendar, will be responsible for daily housing fees accrued. The student who withdraws after the drop/add period will be responsible for all housing fees for the term. The student withdrawing after the drop/add period may submit a request to the Vice President for Student Affairs for a refund of housing fees attributable after the date of withdrawal. The Vice President of Student Affairs shall make the final decision with respect to any such request.
- G. The student who is suspended or dismissed from the University for academic reasons is required to leave University Housing within 48 hours of the suspension or dismissal. The student will be liable for all costs of University housing for the semester in which space is assigned.
- H. The student who is suspended or dismissed from the University for disciplinary reasons is required to leave University Housing within 48 hours of the suspension or dismissal. The student will be liable for all costs of University housing for the semester in which space is assigned.

The resident is not considered officially checked out of University Housing until the resident has received written approval, all keys are returned, and a copy of the completed Room Condition Report is signed by the resident and a member of the Office of Residence Life staff.

18) AGREEMENT MODIFICATION OR TERMINATION:

The University, through the Vice President for Student Affairs or designee, reserves the right to update and modify any of the terms and conditions of this Agreement at any time and in its sole discretion, by posting a change notice or new Agreement on the Office of Residence Life website. In addition, students in University housing will receive email notification of such changes.

The Vice President for Student Affairs or designee reserves the right to terminate or modify the terms of this Agreement when the Student has been charged or convicted of a crime or crimes against persons or property; is involved in any other conduct that may threaten their safety and security or that of other residents; or has been determined to have engaged in conduct in violation of University policy in accordance with the procedures outlined in the Code of Student Conduct. The student will be given notice and an opportunity to appeal to the Vice President for Student Affairs or designee the basis for any proposed modification or termination of this agreement. In cases involving disciplinary action through the University's adjudication process, the procedures under the Student Code of Conduct shall apply.

ACCEPTANCE OF AGREEMENT TERMS AND CONDITIONS

I have read, fully understand, and agree to the terms, conditions, and policies of this agreement. I specifically understand and agree to sections of the agreement regarding the terms, costs, consolidation and/or vacancy options, and cancellation, and I understand that if I violate the terms of paragraph 12 regarding illegal drug-use on campus, I will be evicted from University Housing. I understand that a \$150.00 application deposit must be submitted with this agreement.

Date

Signature of Student – Required – Must Be in Ink

Date

Signature of Parent/Legal Guardian – Required Only If Student is Under 18 Years of Age

Office of Residence Life

Missing Person and Emergency Contact Information

This information is collected consistent with the regulations of the Higher Education Opportunity Act (HEOA) of 2008 governing Missing Persons policies. Residents may identify a contact person who the university will notify in the event that a student is considered missing. This policy applies to students who reside in university housing and found to be missing or absent from the University for a period of more than 24 hours without any known reason or which may be contrary to usual patterns of behavior. A student will be considered missing immediately, if his/her absence has occurred under circumstances that are suspicious or cause concerns for her/his safety.

Missing Persons Contact Name:		Relationship to Resident	
Permanent Address (Street)		(City)	(State) (Zipcode)
Permanent Telephone	Mobile Telephone	Email Address	

By identifying an emergency contact below you give permission to the University to contact this person on your behalf and disclose information that may be confidential or otherwise contained in your educational records in an emergency situation.

Emergency Contact Name:		Relationship to Resident	
Permanent Address (Street)		(City)	(State) (Zipcode)
Permanent Telephone	Mobile Telephone	Email Address	

Student Information Release

In accordance with the provisions of the Buckley Amendment and the Family Educational Rights and Privacy Act (FERPA), the Office of Residence Life cannot release certain information contained in the Student's education records, including financial information. The UDC Consent to Release Confidential Student Information form can be found at http://www.udc.edu/docs/FERPA_OGC.pdf. Students who would like parents, guardians, or others to be able to have access to their housing information must complete the form, making sure to check the box for other, and indicate Office of Residence Life on the line provided, and submit it to the Office of the Registrar. Information will not be released to a third party without a student's written consent.

Student Initials _____

E-mail as Official Method of Communication

The University's primary source for correspondence with students is through the student's UDC email. Messages sent by the University may include time sensitive information regarding student accounts, announcements, and class information. Students are responsible for checking their UDC email on a regular basis and should clean out their email boxes diligently to ensure all mail is delivered. For more information regarding MyUDC and email, visit http://www.udc.edu/information_technology/email_services. For issues with logging into MyUDC, contact the help desk at 202.274.5941. Students should add housing@udc.edu to their address books in order to avoid having important information filtered to "junk" mail boxes. The Office of Residence Life utilizes email to communicate information including, but not limited to: assignments, billing issues, and waiting list status.

Student Initials _____

UPDATED 08/13/2013

District of Columbia Lead-Paint Disclosure

Federal Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Smith Property Holdings Van Ness L.P., the owner or authorized owner's agent of Archstone Van Ness located at 3003 Van Ness Street, NW, has affirmed that lead-based paint may be present on the interior or on the exterior of the property. A federally approved pamphlet on lead poisoning prevention is available at www.udc.edu/housing and is available to students at move-in.

Student Initials _____

Personal Property Insurance Acknowledgement

The University does not insure the personal property of any student or staff occupant or guest nor does the University insure against any damage caused by you or your guests. Neither the District, the University of the District of Columbia, nor its employees or agents are liable for theft, loss, damage or destruction of property (personal or otherwise), of for bodily injury or death. The University strongly recommends that each resident make separate arrangements and obtain appropriate insurance through a renter's or homeowner's policy.

Student Initials _____



Office of Residence Life Community Living Standards

Modified August 13, 2013

The University's Community Living Standards, incorporated by reference in the University Housing Agreement, focus on supporting the academic life of our students, maintaining the physical integrity of our living spaces, and supporting the personal safety and development of our students. Students participating in University Housing are required to abide by these Community Living Standards as well as community policies of the residential community in which a student is assigned housing. Violations of these standards of conduct that compromise the success, safety, or security of residents may result in disciplinary sanctions in accordance with the Student Code of Conduct, and may also include termination of a student's Housing Agreement.

ALCOHOL

Regardless of age, students may not possess or consume alcoholic beverages in University Housing or possess or display containers originally manufactured to contain alcoholic beverages in University Housing.

COMMUNITY MEETINGS

The Office of Residence Life will hold mandatory meetings twice per semester. All students are responsible for the information disseminated during such meetings.

COURTESY & QUIET HOURS

Courtesy hours should be observed and recognized at all times; 24 hours a day, 7 days a week, 365 days a year. Noise originating anywhere in a room or on a floor should not be audible within another room, on the floor, or outside of the building. A resident or staff member has the right at any time to respectfully request that the noise level be decreased. These requests are expected to be honored.

After 10:00pm, students are expected to observe quiet hours in order to not disturb community members. During the final exam period of each semester (beginning the night of the last day of class and lasting until the end of exams), a 24-hour quiet hour policy will be in effect in all halls.

BICYCLES

Bicycles may not be stored in apartments. Please use designated bike storage areas.

DECORATIONS

The University's Discrimination and Harassment Policy (http://www.udc.edu/docs/equal_opportunity/Discrimination_Harassment_Policy.pdf) prohibits harassment or discrimination on the basis of members of the University community on the basis of actual or perceived race, color, religion, national origin, sex, age, disability, sexual orientation, gender identity or expression, family responsibilities, matriculation, political affiliation, marital status, personal appearance, genetic information, familial status, source of income, place of residence or business, or status as a covered veteran. Residents may not post decorations in, outside of room doors, or common areas that would constitute prohibited harassment and discrimination in violation of this policy.



Office of Residence Life Community Living Standards

Modified August 13, 2013

Decorations that may obstruct traffic and/or may potentially be a fire hazard (e.g., live Christmas trees or live wreaths) are not permitted. Decorations may not be placed within two feet of a fire protection system component (i.e., manual pull station, smoke detector, bell/horn/strobe, sprinkler, fire extinguisher, exit sign, emergency lighting, and fire exit).

Room decorations and wall hangings may only be hung with non-damaging materials or removable hangers. Decorations on the exterior door are prohibited.

FAILURE TO COMPLY

Failure to comply with reasonable instructions given by University staff members when those staff members are acting within the scope of their duties is prohibited. Such failure to comply with directives by University staff may result in disciplinary action.

KEYS & ACCESS CARDS

Delivering, surrendering, or otherwise relinquishing possession of a room or Access Card or any device that gives access to the exterior of a building(s) in which a student resides to anyone other than a University Official is prohibited. Permitting the keys to be duplicated or modified is prohibited. Failure to report lost or stolen keys is prohibited. Repeated lockouts due to not reporting a lost key or choosing not to carry key on one's self is prohibited.

LOST KEYS & LOCK CHANGES

If a resident's key becomes temporarily misplaced or if a resident is locked out of his or her room, the student must contact a Residence Life staff member to gain entry to his or her room. The student will need to present ID to verify he or she assigned to the room. Residents will be billed after their second lock out at a rate of \$25 per incident, and on the fifth lock out, a lock replacement will be ordered. A lock change and issuance of a new key will result in a fee of \$150 to be billed to a student's account.

PETS

Pets are not permitted in University housing.

PROHIBITED ITEMS

For fire safety reasons, possession of any of item that poses a potential fire hazard is prohibited. These items include, but are not limited to, any open flame source or flammable liquid, oil lamps, candles, hookah pipes, incense, gasoline, natural cut trees, branches, or greens, and halogen lamps and bulbs, deep fat fryer, hot plate, indoor grill or boiler, or any cooking tool that does not have an automatic shut off feature. Anytime a student is cooking or heating food, the student must not leave food that is cooking or heating unattended. Prohibited items will be discarded without compensation to the student.



Office of Residence Life Community Living Standards

Modified August 13, 2013

RIGHTS AND RESPONSIBILITIES

The Office of Residence Life recognizes that students living in residential communities have certain rights that are not to be infringed upon by fellow community members at any time. These rights include:

- The right to sleep during the night
- The right to study in rooms without being disturbed during hours designated as “quiet hours”.
- The right to be informed of community events or planned disruptions.
- The right to have well-maintained facilities.
- The right to access one’s living space during all times that University housing is open.
- The right to privacy.
- The right to redress grievances.

The Office of Residence Life recognizes that students living in residential communities have certain responsibilities in their relationship to other community members and to their environment. These responsibilities include:

- Avoiding actions which inhibit another community member’s ability to sleep and study during quiet hours, or which impact the community member’s use and enjoyment of their home.
- Maintaining one’s self in a manner that is not disruptive to the community.
- Avoiding conduct that constitutes prohibited harassment or discrimination, as defined in the University’s Discrimination and Harassment policy.
- Working with roommates and neighbors to settle disputes and disagreements in a timely and efficient manner. This may include working together on roommate agreements or neighbor agreements.
- Seeking help for themselves and/or others when necessary.
- Acting to deter behavior which affects their safety and or the safety of others (“See Something, Say Something”)
- Addressing University staff in a timely, respectful, and appropriate manner, including both verbal and written responses.

ROOM/Common Area Alterations

Students are responsible for returning their apartment furniture to their designated positions at the end of the term/year. Adhesive tape, staples, adhesive holders, brackets, tacks and nails are not to be used on the walls, woodwork, floors, or ceilings. Furniture is not to be removed for use in spaces other than in its original location. Removal of furniture is prohibited. Waterbeds are not permitted. Residents are not allowed to paint any interior or exterior area of any University Housing space. Additional locks may not be added to doors or other University Housing property or equipment without the express written permission of the Office of Residence Life. In such instances, a copy of the key must be provided to the Office of Residence Life. Damages that result from making room alterations will be billed to the appropriate resident(s). Residents may be billed for damaged or missing furniture.



Office of Residence Life Community Living Standards

Modified August 13, 2013

SEXUAL MISCONDUCT

Sexual misconduct refers to physical sexual acts perpetrated against a person without their consent or where a person is incapable of giving consent due to the person's use of drugs, alcohol, or other impairing substances. An individual also may be unable to give consent due to an intellectual or other disability. Sexual misconduct includes, but is not limited to, rape, sexual assault, sexual battery, and sexual coercion. Sexual misconduct is prohibited, and any such action may be subject to criminal prosecution in addition to discipline imposed by the University. If a student experiences or becomes aware of any such activity, that student should contact the University's Office of Public Safety, any Office of Residence Life staff member, or the Metropolitan Police Department.

SMOKING

In accordance with University policy, smoking is prohibited in University Housing and in all University facilities, including all portions of buildings and structures owned or leased by the University.

VISITATION POLICY

The Visitation /Guest Policy is a shared community responsibility between the residents and the residence life staff. Students are encouraged to notify their RA of potential violations of this policy in a timely manner.

Guests are permitted as a privilege. Guests are persons not assigned to a particular apartment or unit but are in the apartment or unit at the invitation of the assigned student. Visitors include any student, resident, non-resident, parent, or guardian.

Guests are permitted with roommate consent from 10:00am to 10:00pm. Guests arriving or staying after 10:00pm are considered overnight guests and require the completion of the Guest Registration Form.

The host is responsible for their guests and the actions of their guests. Guests are expected to adhere to all University policies applicable to University Housing. The host must accompany their guest(s) at all times.

A roommate's right to privacy, sleep and study take precedence over the rights of a host to have a guest. The host must have approval from their roommate(s) to have a guest. A guest's stay is limited to no more than 3 nights in a given week, 6 nights in a given month, and no more than two weekends in a given month. Cohabitation, defined as continual residing of students or visitors who are not roommates, is prohibited. Guests may only stay or sleep in their host's room/bed.

WASHINGTON, DC LEASE AGREEMENT

INTRODUCTION

The Consulate

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

You are entering into a Condominium 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: 2950 Van Ness St [REDACTED] Washington, District of Columbia 20008
COMMUNITY NAME ("The Community"): The Consulate

LEASE EXECUTION DATE: 07/29/2013

LEASE BEGIN DATE:	<u>07/27/2013</u>	CURRENT LEASE TERM:	<u>12</u>
LEASE END DATE:	<u>07/26/2014</u>	ORIGINAL MOVE-IN:	<u>07/27/2013</u>

RESIDENT(S): [REDACTED] 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: 2950 Van Ness St. NW, Washington, District of Columbia 20008

OWNER: The Owner is:

Name: Smith Property Holdings Consulate I.L.C.
Address: 671 N. Glebe Road, Suite 800, Arlington, VA 22203

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

SUMMARY OF RECURRING MONTHLY CHARGES:

Base Rent: \$1,740.00
TOTAL Monthly Charges: \$1,740.00

SUMMARY OF REQUIRED DEPOSITS:

Security Deposit: \$0.00

OWNER UTILITY OBLIGATIONS:

<u>Electricity:</u>	<u>Paid by Resident</u>
<u>Gas/HWE:</u>	<u>Paid by Owner</u>
<u>Trash:</u>	<u>Paid by Resident</u>
<u>Water:</u>	<u>Paid by Resident</u>
<u>Sewer:</u>	<u>Paid by Resident</u>
<u>Other:</u>	<u>Not Applicable</u>

SUMMARY OF ONE-TIME PAYMENTS:

Application Fees \$140.00

MISCELLANEOUS TERMS/CHARGES:

RENT DUE DATE: 1st of Month
LATE CHARGE DATE: 4th
LATE CHARGE: \$50.00
Returned Check Charge: \$35.00
Transfer Charge: 50%

ASSIGNMENTS:

WASHINGTON, DC CONDOMINIUM 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.

TABLE OF CONTENTS

My Apartment and my Lease Agreement

1. Who are the parties to my Lease?
2. Which apartment and non-residential units (garage, storage) am I renting?
3. Who is allowed to live in my Apartment?
4. Can I sublease or assign my Apartment Lease to someone else?
5. When can I move into the Apartment?
6. How long does my Lease run?
7. What if I sign this Lease and do not move into my Apartment?
8. Who should I contact if I have questions or concerns regarding this Lease, my Apartment or the Community?

My Financial Obligations under the Lease

9. Who is responsible for paying the Rent and meeting other Resident obligations?
10. What is my Rent under the Lease?
11. What are my monthly financial obligations to the Owner and Manager under the Lease?
12. Will I have any other financial obligations to Owner and Manager under the Lease?
13. Where and when do I pay my Rent?
14. Will my financial obligations change during the Lease term?
15. Am I required to pay a security deposit?

Rules and Regulations

16. What rules and regulations will apply during the Lease term?
17. Are there any general behavioral guidelines?
18. What if I don't follow the rules and regulations?
19. What if my guests or other Occupants don't follow the rules and regulations?

Default Provisions

20. When will I be in default under this Lease?
21. What are the consequences of being in default under this Lease?

Utilities

22. Who is responsible for paying for utility services to the Apartment?
23. How will I be billed for utilities that are not included in my Rent?
24. Do I have to contact any utility companies?

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

25. Should I inspect my Apartment when I move in?
26. Will you provide me with light bulbs?
27. What are my general responsibilities in caring for my Apartment and the Community?
28. What are my responsibilities to heat and cool my Apartment?
29. Can I make any changes or improvements to my Apartment?
30. Are there any actions I am required to take to help prevent excessive mold and mildew growth?
31. What if there is damage to the Apartment or the Community?
32. Am I required to purchase renter's insurance?
33. How does parking work at the Community?
34. Are there any restrictions on my use of a storage area?
35. Are there any restrictions on materials that I can bring into the Community?
36. How will you deal with pest issues in my apartment home?

TABLE OF CONTENTS (CONT.)

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

37. What are the obligations of the Owner and Manager with regard to the Community?
38. Are the Owner and Manager responsible for my personal security or the security of my property?
39. When can the Owner or the Manager enter my Apartment?
40. How will you treat the personal information I provide to you?
41. Are there any other limitations on the liability of Owner and Manager or indemnification obligations by me?
42. Whose responsibility is it if I ask one of Owner's or Manager's employees for extra help?

Matters Relating to Moving Out

43. How does your 30 day guaranty work?
44. What if I want to end my Lease early but I make this decision after the first 30 days?
45. Will I have to pay back any concessions I received?
46. Are there any special rules for members of the military?
47. What if I don't move out by the Lease End Date?
48. When should I turn in my keys?
49. Do I have to clean the Apartment when I leave?
50. What is "ordinary wear and tear"?
51. What if I leave personal property in the Apartment when I move out?

Miscellaneous

52. How will you provide notice to me when it is required?
53. How should I provide formal legal notice to you?
54. Are there any third party rights that could affect the Community or my Apartment?
55. What other general provisions apply to this Lease?
56. Do the provisions of this Lease survive the Lease End Date and/or termination of this Lease?
57. If I have a disability, may I request a modification to my apartment or the common areas, or an accommodation to your policies, practices or services?

My Condominium 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 Condominium Apartment and non-residential units (garage, storage) am I renting?

You are renting the Condominium Apartment listed under "Apartment Home" in the Summary. Your Condominium Apartment is located in the Condominium 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 "Non-Residential Units." Your Condominium Apartment and the Community, including all buildings, common grounds, amenity and parking areas, are together called the "Premises." You may only use the Condominium 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 Condominium Apartment?

Only the individuals and pets specifically identified as "Occupants" in the Summary may live in your Condominium 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 Condominium 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 Condominium Apartment Lease to someone else?

Subletting 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 Condominium 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 Condominium Apartment?

You may move into the Condominium Apartment on or after the Lease Begin Date set forth in the Summary. Although we expect the Condominium Apartment to be ready for you on that date and it is rare that an apartment is not ready for a resident, in the event that the Condominium 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 Condominium 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 Condominium Apartment will be ready for occupancy within 7 days, but no later.

If we allow you to move into your Condominium Apartment prior to the Move In Date, you must begin paying Rent and performing your other obligations under this Lease beginning on the date you actually move into your Condominium Apartment. The date you move into your Condominium 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 Condominium 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 any Month-to-Month Premium if applicable.

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. 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 in possession of the Condominium 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 Condominium Apartment prior to the Lease End Date, then you will be a holdover resident and we reserve the right to terminate your tenancy pursuant to applicable law.

7. What if I sign this Lease and do not move into my Condominium 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 Condominium Apartment or the Community?

If you have questions or concerns regarding this Lease, your Condominium 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 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 without notice, demand, offset, deduction or recoupment.

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 Condominium Apartment and the Base Rent 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 Grand Total Rent and Other Charges, you will be responsible for the following, if applicable as noted in the Summary:

- a. Common Area Amenity Charge: You agree to pay a charge for the use, in common with the other residents of the Community, of the common areas and amenities at the Community. The amount of this Common Area Amenity Charge is identified in the Summary. This Common Area Amenity Charge is not a monthly recurring charge. Your payment covers the full term of this Lease (but not any renewal). This Common Area Amenity Charge is not part of your Security Deposit, and is non-refundable except under the circumstances discussed in the answer to Question 43 below.
- b. 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 such expenses and harm each time there is a delay in receiving your Rent.
- c. 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.
- d. Non-Refundable Pet Charge: If we permit pets (as provided in Document 4 (the Community Policies)) and you elect to keep a pet or pets, you agree to pay a Non-Refundable Pet Charge in the amount specified in the Summary, or provided by the Community, for *each* animal, bird, or pet of any kind that is to be kept in or about your Condominium Apartment. This amount, if applicable, is in addition to any required increased deposit and is non-refundable. This amount is payable upon signing the Lease if you plan to keep a pet in your Condominium Apartment as of the Lease Begin Date. If you bring a pet into the Community after your Lease Begin Date, you must notify us in writing, receive our permission and pay any Non-Refundable Pet Charge prior to bringing the pet into your Condominium Apartment.
- e. 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.
- f. Utilities: You may be responsible for paying for one or more utility services to your Condominium Apartment. See the section on "Utilities" below for more information.
- g. Unreturned Keys: If you fail to return keys, remotes or other access devices that we give to you, you must pay the amount set forth in the Summary or as set forth in Document 4 (the Community Policies) then in effect.
- h. 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 the then current market rent for your Condominium Apartment that we determine in our sole discretion, plus the Community's then prevailing Month-to-Month premium. We will provide you with a new Summary specifying the market rent and the amount of such Month-to-Month premium.
- i. 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.

- j. **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. 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 received 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 Condominium Apartment.

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 Condominium 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 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, and incorporated by reference into, this Lease. You may not apply this amount to the payment of Rent or other charges.

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 reasonable 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 Condominium 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 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 Condominium 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 Condominium Apartment. 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 permitted by law, such costs shall include a Preparation Fee ("Preparation Fee") for the cost of preparing a summons, complaint or other appropriate legal documents, which may be prepared at any time after Rent becomes due and owing. The Preparation Fee is non-refundable, and is due if Rent is not paid on time and such other documentation is prepared. It is generally our policy that the Preparation Fee must be paid with all other Rent due in order for the legal action to be terminated, although we are not required to terminate the legal action in any case.

Subject to applicable law, in the event you default in the payment of Rent we have a lien, in the amount of the unpaid Rent, upon all of the goods, wares, fixtures, furniture and other property of yours which may at any time during the term of this Lease be found on the Premises, and you waive any and all exemptions provided by law. Such lien will be enforced in accordance with the laws of the state in which the Community is located.

If you do not pay Rent as required by this Lease, or you are otherwise in default, and we recover possession of the Condominium 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 Condominium Apartment, whichever occurs first. If, in an effort to mitigate our damages, we reasonably re-rent your Condominium 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 Condominium Apartment as permitted by applicable law. If you continue to occupy the Condominium 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 Condominium Apartment as permitted by applicable law.

Utilities

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

We will pay for the utility services to your Condominium 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 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:

(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 Condominium Apartment (or after we discontinue service), and to terminate the service prior to vacating the Condominium Apartment. Your leasing 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). 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 leasing consultant can share with you the approximate Utility Charges for utility service for your Condominium 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 Condominium 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. 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.

You agree to pay all Utility Charges during the term of this Lease, including any utility deposits. 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 Condominium 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 Condominium 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 Condominium Apartment and Responsibilities Relating to my Condominium Apartment and Community

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

Yes. At the time you first occupy your Condominium Apartment or within five (5) business 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 Condominium 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 Condominium Apartment that existed before you moved in. If you do not complete and return the Move-In Inspection Report within five (5) business days after your Move-In Date, we may treat such failure as your

representation to us that there are no damages and defects in your Condominium 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 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 Condominium Apartment. After that date, you agree, at your expense, to replace light bulbs and tubes in your Condominium Apartment.

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

You are responsible for using reasonable diligence in caring for the Premises and agree to maintain the Condominium 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. 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 Condominium Apartment?

During the heating season you are required to keep the Condominium 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 Condominium 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 Condominium Apartment?

You may only make changes or improvements to your Condominium 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 Condominium Apartment at the termination of this Lease. Even if we give you permission to make changes to your Condominium Apartment, we may require you to restore the Condominium 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 Condominium Apartment prior to your Move-In Date and actually know of no damp or wet building materials and actually know of no visible mold or mildew contamination. You are notified, however, that mold can grow if your Condominium Apartment is not properly ventilated or maintained. If moisture is allowed to accumulate in your Condominium Apartment, it can cause mildew and mold to grow.

It is important that you regularly allow air to circulate in your Condominium Apartment. You agree to keep the interior of the Condominium 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 Condominium 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 Condominium 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 Condominium Apartment to prevent outdoor water from coming into the Condominium 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 Condominium Apartment or Community?

If you become aware of damage to the Condominium 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 Condominium 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 Condominium 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 Condominium 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?

If you are renting a Garage, you must use the Garage for parking a vehicle and not for storage. 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 Condominium 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.

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 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 Condominium 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 Condominium Apartment?

We or our agents may enter your Condominium 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 Condominium 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 Condominium Apartment, (iii) when your Condominium Apartment appears to have been abandoned, or (iv) when we have good cause to believe the Condominium Apartment may be damaged or you may be in violation of Federal, state or local law or in violation of this Lease. Anytime we are in your Condominium Apartment for any reason, we will leave a notice indicating that we entered your Condominium Apartment and the reason for doing so. In addition, if you are absent from your Condominium Apartment for more than seven (7) days, we may enter your Condominium 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 your failure 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, 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. 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 Condominium 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 Condominium 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 Condominium 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. You may not withhold any Rent, nor will Rent be abated, as a result of such interruption or curtailment. 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. 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 and, if applicable, Pet Deposit (less any damages or Rent you owe) pursuant to the terms of the Security Deposit Agreement. We will also refund the common area/amenity charge and the one-time non-refundable pet charge that was paid. 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 Condominium Apartment prior to the Lease End Date or we terminate your Lease as a result of a default by you, you may remain liable for all of your obligations under this Lease, subject to our duty to take reasonable actions to rent your Condominium Apartment to another resident. 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 Condominium Apartment. You may also be liable for any other actual damages we may incur. We will use reasonable efforts to rent your Condominium 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 Condominium 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 Condominium 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.

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 Condominium Apartment as a result of your holding over.

48. When should I turn in my keys?

When you vacate your Condominium 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 Condominium 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 Condominium Apartment when I leave?

When you leave the Condominium 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 Condominium Apartment (including carpet cleaning), (2) removing trash or other property left or abandoned in or around the Condominium Apartment, (3) painting the Condominium 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 Condominium Apartment or our property that was damaged, removed or altered in any manner, and (6) any other work that is required to return the Condominium 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 Condominium Apartment that could be caused by a reasonably careful occupant of the Condominium Apartment over the course of a lease term if (i) no accidents occurred (e.g., spills on carpets) and (ii) the Condominium 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 Condominium 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 Condominium 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 Condominium Apartment when I move out?

If you leave items of personal property in or around your Condominium Apartment after the term of this Lease has ended and delivery of possession has occurred, or if your Condominium Apartment appears to be abandoned, your property will be considered abandoned and we may, after thirty (30) days, sell or 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 Condominium Apartment, (b) leaving the notice on or under your Condominium Apartment door or elsewhere in your Condominium Apartment, or (c) where permitted by law, by sending you an email. You will be deemed to have received the notice given

in either 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 address, please let us know and check in with the leasing office periodically 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 Condominium Apartment?

- a. Condemnation: If the whole or any part of your Condominium 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 Condominium Apartment: The sale of the Community or your Condominium 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 Condominium 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 and/or Pet Deposit to the new owner, you will look solely to the new owner for the return of the unapplied portion of your Security Deposit or Pet 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 on your behalf as your attorney-in-fact to accomplish this if permitted under applicable law.

55. What other general provisions apply to this Lease?

This Lease (consisting of all of the documents identified in the Introduction) is the complete agreement between you and us. You may not rely on any oral promises of the Owner, Manager or any other party that are not set forth in this Lease. This Lease can only be changed by an agreement in writing, signed by you and us. This Lease will be binding upon the successors and assigns of each Resident. Time is of the essence in your obligations under this Lease. If permitted by law, you waive the right to a jury trial in all legal proceedings relating to your use and occupancy of your Condominium Apartment, and you waive the right to countersue in any summary proceeding we bring. Should a court of competent jurisdiction find any of this Lease's provisions to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any of this Lease's other provisions. In addition, such illegal, invalid or unenforceable provision shall be modified to the minimum extent necessary to make such provision legal, valid and enforceable.

56. Do the provisions of this Lease survive the Lease End Date and/or the termination of this Lease?

Your payment obligations under this Lease, as well as your obligation to indemnify and hold the Owner/Manager Affiliates harmless, and our rights upon any default by you, will survive the termination or expiration of this Lease.

57. If I have a disability, may I request a modification to my apartment or the common areas, or an accommodation to your policies, practices or services?

Yes. The Owner and Manager want you to enjoy the use of your home, and are committed to compliance with the provisions of the Fair Housing Act, including those provisions relating to reasonable modifications and accommodations. Our policy, including details about how to request such modifications or accommodations, is described on a separate addendum to this Lease.

RESIDENT(S):

Signature

Date

Print Name

By separate Agreement the undersigned have agreed to be guarantors of this Lease and any renewal or holdover of this Lease.

By separate Agreement the undersigned have agreed to be guarantors of this Lease and any renewal or holdover of this Lease.

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

MC AC JL LD

DISTRICT OF COLUMBIA APARTMENT LEASE AGREEMENT

COMMUNITY SPECIFIC TERMS

Community: The Consulate

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. - The Consulate.

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:

- a. You do not make your payment of Rent, including Other Charges, on time, or
- b. You violate or do not comply with any of the terms of this Lease and such violation is not cured by you within 5 days after written notice from us, or
- c. 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, and such violation is not cured by you within 5 days after written notice from us, or
- d. You either fail to occupy the apartment or abandon the apartment after occupying it, or
- e. You violate your responsibilities as a resident under Federal, state or local law, or
- f. You permit unauthorized persons or unauthorized pets to reside at the apartment and you do not cure such violation within 5 days after written notice from us.

Notwithstanding the above, under no circumstances are you entitled to any cure period for a default in your monetary obligations under this Lease, a violation of law, or criminal activities as defined in this Lease.

- a. Any Rent payment received after legal action has been initiated by us may be accepted, with reservation, 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.
- b. In the event of your default in the payment of Rent or Other Charges we have a lien, in the amount of the unpaid Rent or Other Charges, upon all of the goods, wares, fixtures, furniture and other property of yours which may at any time during the term of this Lease be found on the Premises, and you waive any and all exemptions provided by law. Such lien will be enforced in accordance with the laws of the District of Columbia.
- c. If you default under this Lease in any way other than non-payment of rent or that your apartment is a drug haven, we will provide you with a notice to correct such default within thirty (30) days thereof or you may be evicted. Notwithstanding any provision of this Lease to the contrary, notice may be only by (1) personal delivery upon the resident; or (2) if the resident may not be found, by delivery at the apartment to any occupant of proper age; or (3) in the absence of such resident or person, to post the same in some conspicuous place upon the apartment.
- d. We may commence an action for eviction against you without prior notice to correct or vacate on the basis that your apartment is a drug haven, if the Superior Court for the District of Columbia has determined that your apartment is a place where drugs are illegally stored, manufactured, used or distributed during the 180 day period that precedes such action.
- e. If you fail to pay rent we may commence an action for eviction against you without prior notice to correct, vacate or quit, all such notices being hereby expressly waived by you.

Gas and Electricity Billing Methodology:

Under the answer to Question 23 of Document 2 of the Lease (Questions and Answers-Additional Lease Terms), all electric services 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 22, you should contact the utility provider directly to initiate service in your name. Owner is paying for gas service to your apartment home.

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. Under the Utility Billing Methodology that will initially be used, water and sewer charges are calculated each month by taking the water bill for the community, deducting the amount used for the common areas of the Community (15%), and then applying an allocation formula to the resulting numbers. The allocation formula is determined based on the occupancy (by number of people as set forth in the Lease for your apartment) of your Apartment as compared to the total occupancy for the community.

While we recognize that this is a complicated formula, it is applied in a reasonable attempt to be fair in allocating water and sewer usage to our residents, including you. You should be aware that under this billing methodology you are responsible for this proportionate share of the Community's water and sewer costs regardless of your actual usage, even if you do not use your Apartment for one or more days during any month.

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

Trash Removal:

Your trash fee will be a fee based on the invoice the community receives for trash service. You will receive trash bills periodically from a billing company that we have selected (but may elect to change from time to time). Your trash fee is due and payable with rent.

Pet Provisions:

No pets may be kept in the Premises unless you receive our express written consent. We will not withhold our consent if you are a disabled person, your pet is a service animal, and you provide us with a written statement from a qualified professional verifying the need for the service animal. If we give our written consent for you to keep a pet in the Premises, the following rules apply:

- a. You will pay pet rent to us in the amount shown in the Summary of Key Lease Terms as Additional Rent. No pet rent will be due if we consent to your service animal living at the Premises.
- b. The pet will be an ordinary house pet. Ordinary house pets include cats, caged domesticated birds, hamsters, gerbils, guinea pigs, aquarium fish, small turtles and tortoises, and creatures normally maintained in a terrarium or aquarium.
- c. The maximum number of pets allowed to live in the Premises is two.
- d. The maximum weight of a pet is 35 lbs.
- e. Do not permit the pet to be a nuisance to us, to the Apartment Community, or to any other residents in the Apartment Community or their guests.
- f. Do not leave pets unattended anywhere in the Apartment Community outside of the Premises.
- g. Keep pets leashed, on a leash not to exceed six feet in length, or carry them when they are outside of the Premises and in the Apartment Community. Do not leash pets to any stationary object in the Apartment Community.
- h. Curb pets in areas away from buildings, walkways, patio areas, picnic and play areas, amenities areas, and any other areas defined in the Community Rules. Immediately remove and properly dispose of all pet waste in the Premises or the Apartment Community. Dispose of cat litter and other similar materials in the manner specified in the Community Rules.
- i. Pets must be properly licensed in accordance with local law.
- j. Pets are not allowed in pool areas or areas adjacent to pools.
- k. Commercial breeding of pets is not allowed in the Apartment Community.
- l. Do not maintain a fish tank with a capacity of over 30 gallons without our approval.

In addition to our other remedies under this Lease, we may charge you \$100.00 for each pet kept in the Premises without our written consent and this charge will be Additional Rent. Once we learn that you are keeping a pet in the Premises, in addition to any other remedies set forth in this Lease, we can require you to pay pet rent in accordance with this Lease or we can require you to immediately and permanently remove the pet from the Premises and Apartment Community. If we determine that a pet kept in the Premises with our written consent is

disturbing other residents or damaging property in the Apartment Community, we may direct you by written notice to permanently remove the pet from the Apartment Community. Upon demand, you will permanently remove from the Apartment Community a pet kept in the Premises without our written consent.

You are responsible for any property damage, personal injury or disturbances to others caused by any pet you keep in the Premises. Any damage caused by any pet kept in the Premises will not be deemed ordinary wear and tear and will be charged to you as Additional Rent.

Upon vacating the Premises, we may inspect the Premises. Any damage attributable to your pet will be charged to you.

Cruelty to pets is not allowed in the Apartment Community.

Lead-Based Paint Provisions:

You must also sign the following addenda at the time you sign this Lease: Notification of Lead-Based Paints and Lead-Based Paint Hazards (the "LBP Addendum") and the District of Columbia Lead Disclosure (the "DCLD Addendum"). If, based on a prior lease with us, you (1) occupied the Premises before and up to the Lease Begin Date, and (2) received a renewal letter from us and then executed this Lease by electronically signing the online Declarations Page, then you acknowledge that you signed the LBP Addendum and the DCLD Addendum as part of your prior lease and that the disclosures and representations in the LBP Addendum and the DCLD Addendum will continue to apply under this Lease. During the Lease Term this Lease will be the "Lease" to which the LBP Addendum and the DCLD Addendum refers. You must notify us if a child under the age of 6 or a pregnant woman will occupy or regularly visit your Apartment home so that we may provide you with additional required disclosure.

Mandatory Disclosure:

We are required by District of Columbia law to provide you with a copy of select sections of the District of Columbia Municipal Regulations, which are attached to this Lease.

Condominium Provisions:

You acknowledge that, prior to entering into this Lease and prior to any occupancy of the Premises leased to any person under this Lease, you are hereby being advised that the Premises being rented and the Apartment Community, having an address of 2950 Van Ness St. NW, Washington, D.C., has been registered as a condominium pursuant to the District of Columbia Condominium Act of 1976, as amended (the "Condominium"), and that the Premises and this Lease are subject to such condominium registration pursuant to that certain registration order issued August 18, 1999 by the Rental Conversion and Sale Division of the D.C. Department of Housing and Community Development, as well as the terms and provisions of any Declaration and Bylaws that become effective with respect to the formation of a condominium regime pursuant thereto, and such rules and regulations adopted from time to time by the Condominium pursuant to its authority under the Declaration and Bylaws (the "Condominium Rules and Regulations"). You agree that the occupancy created hereunder is subject to the following additional provision once the Declaration is recorded and the Condominium formed: You shall have the right to use any limited common elements (except any parking space, unless expressly included in this Lease without additional rent) appurtenant to the Premises (which for purposes of this Lease shall be deemed part of the Premises), and the non-exclusive right to use the Condominium common elements in accordance with and to the extent provided in the Declaration, Bylaws and the Condominium Rules and Regulations (except any parking space, unless expressly included in this Lease without additional rent) in common with other occupants of the Condominium. You affirmatively agree to abide by all of the obligations, covenants and restrictions imposed upon occupants by the Declaration (except for the payment of assessments and other monetary obligations required of unit owners), the Bylaws and the Condominium Rules and Regulations, all as may be amended from time to time. Any violation by you of said obligations, covenants, restrictions, the Condominium Rules and Regulations and the Bylaws shall be deemed a breach of this Lease. You hereby permit the Condominium, the board of directors of the unit owners association of the Condominium, and their agents to proceed directly against you for any breach by you of any of said obligations, covenants, restrictions, the Condominium Rules and Regulations and the Bylaws including, without limitation, the power to terminate this Lease or to bring summary proceedings to evict you in the name of the Owner upon forty-five (45) days' prior written notice to the Owner.

Required Distribution of DC Municipal Regulations

101 CIVIL ENFORCEMENT POLICY

101.1 The maintenance of leased or rental habitations in violation of the provisions of this subtitle, where those violations constitute a danger to the health, welfare, or safety of the occupants, is declared to be a public nuisance.

101.2 The abatement of the public nuisances referred to in subsection 101.1 by criminal prosecution or by compulsory repair, condemnation, and demolition alone has been and continues to be inadequate.

101.3 The public nuisances referred to in subsection 101.1 additionally cause specific, immediate, irreparable and continuing harm to the occupants of these habitations.

101.4 The public nuisances referred to in subsection 101.1 damage the quality of life and the mental development and well-being of the occupants, as well as their physical health and personal property, and this harm cannot be fully compensated for by an action for damages, rescission or equitable set-off for the reduction in rental value of the premises.

101.5 It is the purpose of this section to declare expressly a public policy in favor of speedy abatement of the public nuisances referred to in subsection 101.1, if necessary, by preliminary and permanent injunction issued by Courts of competent jurisdiction.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2901, Commissioners' Order 55-1503 (August 11, 1955).

106 NOTIFICATION OF TENANTS CONCERNING VIOLATIONS

106.1 After an inspection of a habitation, the Director shall provide the tenant of the habitation a copy of any notification with respect to that habitation issued to the owner pursuant to this subtitle.

106.2 The notification to the tenant shall state plainly and conspicuously that it is only for the tenant's information; Provided, that if the notice places duties on the tenant, it shall state those duties.

106.3 In any instance where a violation of this subtitle directly involves more than one habitation, the Director shall post a copy of any notification issued to the owner pursuant to this chapter for a reasonable time in one or more locations within the building or buildings in which the deficiency exists. The locations for posting the notification shall be reasonably selected to give notice to all tenants affected.

106.4 No person shall alter, modify, destroy, or otherwise tamper with or mutilate a notification posted under this section.

106.5 Any tenant directly affected by the violation(s) shall, upon request to the Director, be sent a copy of the posted notification.

106.6 This section shall not be subject to any notice requirement of this subtitle.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2903(b), Commissioners' Order 55-1503 (August 11, 1955).

300 NOTICE TO TENANTS OF HOUSING CODE PROVISIONS

300.1 The owner of each habitation shall provide to each existing tenant, and shall at the commencement of any tenancy provide to the tenant, a copy of the provisions of this chapter and a copy of the following sections of chapter 1 of this subtitle:

- (a) Chapter 1, § 101 (Civil Enforcement Policy); and
- (b) Chapter 1, § 106 (Notification of Tenants Concerning Violations).

AUTHORITY: Unless otherwise noted, the authority for this chapter is contained at paragraphs 28 and 46 of section 7 of An Act Making appropriations to provide for the expenses of the government of the District of Columbia for the fiscal year ending June thirtieth, nineteen hundred and three, and for other purposes ("Act of 1902"), Public, No. 218, 32 Stat. 590, approved July 1, 1902, as amended by: An Act approved July 1, 1932 to amend section 7 [of the Act of 1902], Public, No. 237, 47 Stat. 550; and An Act approved July 22, 1947, Public Law 215, 61 Stat. 402.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2904, Commissioners' Order 55-1503 (August 11, 1955).

301 IMPLIED WARRANTY AND OTHER REMEDIES

301.1 There shall be deemed to be included in the terms of any lease or rental agreement covering a habitation an implied warranty that the owner will maintain the premises in compliance with this subtitle.

301.2 The rights, remedies, and duties set forth in this chapter shall not be deemed to be exclusive of one another unless expressly so declared or to preclude a court of law from determining that practices, acts, lease provisions and other matters not specifically dealt with in this chapter are contrary to public policy or unconscionable or otherwise unlawful.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR §§ 2902, 2913, Commissioners' Order 55-1503 (August 11, 1955).

302 VOIDING LEASE FOR VIOLATION OF REGULATIONS

302.1 The leasing of any habitation which, at the beginning of the tenancy, is unsafe or unsanitary due to violations of this subtitle in that habitation or in the common space of the premises (whether or not those violations are the subject of a notice issued under this subtitle) of which the owner has knowledge or reasonably should have knowledge, shall render void the lease or rental agreement for the habitation.

302.2 After the beginning of the tenancy, if the habitation becomes unsafe or unsanitary due to violations of this subtitle in that habitation or in the common space of the premises (whether or not the violations are the subject of a notice issued under this subtitle), the lease or rental agreement for the habitation shall be rendered void if both of the following apply:

- (a) The violations did not result from the intentional acts or negligence of the tenant or his or her invitees; and
- (b) The violations are not corrected within the time allowed for correction under a notice issued under this subtitle (or, if a notice has not been issued, within a reasonable time after the owner has knowledge or reasonably should have knowledge of the violations).

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2902, Commissioners' Order

55-1503 (August 11, 1955).

303 SIGNED COPIES OF AGREEMENTS AND APPLICATIONS

303.1 In each lease or rental of a habitation entered into after June 12, 1970, the owner shall provide to the tenant upon execution (or within seven (7) days after execution) an exact, legible, completed copy of any agreement or application which the tenant has signed.

303.2 This section shall not be subject to any notice requirement of this subtitle.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2905, Commissioners' Order 55-1503 (August 11, 1955).

304 PROHIBITED WAIVER CLAUSES IN LEASE AGREEMENTS

304.1 Any provision of any lease or agreement contrary to, or providing for a waiver of, the terms of this chapter, or § 101 or § 106 of chapter 1, shall be void and unenforceable.

304.2 No person shall cause any of the provisions prohibited by this section to be included in a lease or agreement respecting the use of the property in the District of Columbia, or demand that any person sign a lease or agreement containing any such provision.

304.3 No owner shall cause to be placed in a lease or rental agreement any provision exempting the owner or premises from liability or limiting the liability of the owner or the residential premises from damages for injuries to persons or property caused by or resulting from the negligence of the owner (or the owner's agents, servants, or employees) in the operation, care, or maintenance of the leased premises, or any facility upon or portion of the property of which the leased premises are a part.

304.4 No owner shall place (or cause to be placed) in a lease or rental agreement a provision waiving the right of a tenant of residential premises to a jury trial, or requiring that the tenant pay the owner's court costs or legal fees, or authorizing a person other than the tenant to confess judgment against a tenant. This subsection shall not preclude a court from assessing court or legal fees against a tenant in appropriate circumstances.

304.5 The provisions of this section shall not be subject to any notice requirement of this subtitle.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR §§ 2906, 2907, and 2912, Commissioners' Order 55-1503 (August 11, 1955).

305 INSPECTION OF PREMISES AFTER BREACH OF WARRANTY OR VOIDED LEASE

305.1 Following a judicial determination that the owner has breached the implied warranty of habitability applying to the premises (under § 301 of this chapter), or following a judicial determination that a lease or rental agreement is void, the owner shall obtain a certificate from the Director that the habitation is in compliance with this subtitle prior to the next reletting of the habitation.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2911, Commissioners' Order 55-1503 (August 11, 1955).

306 WRITTEN RECEIPTS FOR PAYMENTS BY TENANT

306.1 In each lease or rental of a habitation, the owner shall provide written receipts for all monies paid to him or her by the tenant as rent, security, or otherwise, unless the payment is made by personal check.

306.2 Each receipt issued under this section shall state the following:

- (a) The exact amount received;
- (b) The date the monies are received; and
- (c) The purpose of the payment.

306.3 Each receipt shall also state any amounts still due which are attributable to late charges, court costs, or any other such charge in excess of rent.

306.4 If payment is made by personal check, and there is a balance still due which is attributable to late charges, court costs, or any other such charge in excess of rent, the owner shall provide a receipt stating the nature of the charges and the amount due.

306.5 The provisions of this section shall not be subject to any notice requirement of this subtitle.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2909, Commissioners' Order 55-1503 (August 11, 1955).

307 PROHIBITION OF RETALIATORY ACTS AGAINST TENANTS

307.1 No action or proceeding to recover possession of a habitation may be brought against a tenant, nor shall an owner otherwise cause a tenant to quit a habitation involuntarily, in retaliation for any of the tenant's actions listed in § 307.3.

307.2 No demand for an increase in rent from the tenant, nor decrease in the services to which the tenant has been entitled, nor increase in the obligations of a tenant shall be made in retaliation against a tenant for any of the tenant's actions listed in § 307.3.

307.3 This section prohibits the taking of any of the actions set forth in this section in retaliation against the tenant for any of the following actions by a tenant:

- (a) A good faith complaint or report concerning housing deficiencies made to the owner or a governmental authority, directly by the tenant or through a tenant organization;
- (b) The good faith organization of a tenant organization or membership in a tenant organization;
- (c) The good faith assertion of rights under this subtitle, including rights under §§ 301 and 302 of this chapter, or § 101 of chapter 1.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2910, Commissioners' Order 55-1503 (August 11, 1955).

308 SECURITY DEPOSITS

308.1 For purposes of this chapter, the term "security deposit" shall mean all monies paid to the owner by the tenant as

a deposit or other payment made as security for performance of the tenant's obligations in a lease or rental of the property.

308.2 On or after February 20, 1976, any security deposit or other payment required by an owner as security for performance of the tenant's obligations in a lease or rental of a dwelling unit shall not exceed an amount equivalent to the first full month's rent charged that tenant for the dwelling unit, and shall be charged only once by the owner to the tenant.

308.3 All monies paid to an owner by tenants for security deposits or other payment made as security for performance of the tenant's obligations shall be deposited by the owner in an interest bearing escrow account established and held in trust in a financial institution in the District of Columbia insured by a federal or state agency for the sole purposes of holding such deposits or payments.

308.4 All monies held by an owner on February 20, 1976 for security deposits or other payments covered by this section shall be paid into an escrow account within thirty (30) days.

308.5 The owner of more than one residential building may establish one (1) escrow account for holding security deposits or other payments by the tenants of those buildings.

308.6 For each security deposit or other payment covered by this section, the owner shall clearly state in the lease or agreement or on the receipt for the deposit or other payment the terms and conditions under which the payment was made.

308.7 The housing provider shall post in the lobby of the building and rental office at the end of each calendar year, the following information: Where the tenants' security deposits are held and what the prevailing rate was for each six-month (6) period over the past year. At the end of a tenant's tenancy, the housing provider shall list for the tenant the interest rate for each six month period during the tenancy.

308.8 The provisions of this section shall not be applicable to Federal or District of Columbia agencies' dwelling units leased in the District of Columbia or to units for which rents are Federally subsidized.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2908, Commissioners' Order 55-1503 (August 11, 1955); as amended by: section 3 of the Security Deposit Act, D.C. Law 1-48, 22 DCR 2823 (November 28, 1975); and section 2 of the Adjustment of Interest Rates Paid on Rental Security Deposits Amendment Act of 1992, D.C. Law 9-212, §§ 2908.1(b) and 2908.5, 40 DCR 2204 (March 17, 1993), incorporating by reference the text of D.C. Act 9-341, 40 DCR 23 (December 21, 1992).

309 REPAYMENT OF SECURITY DEPOSITS TO TENANTS

309.1 Within forty-five (45) days after the termination of the tenancy, the owner shall do one of the following:

(a) Tender payment to the tenant, without demand, any security deposit and any similar payment paid by the tenant as a condition of tenancy in addition to the stipulated rent, and any interest due the tenant on that deposit or payment as provided in § 311; or

(b) Notify the tenant in writing, to be delivered to the tenant personally or by certified mail at the tenant's last known address, of the owner's intention to withhold and apply the monies toward defraying the cost of expenses properly incurred under the terms and conditions of the security deposit agreement.

309.2 The owner, within thirty (30) days after notification to the tenant pursuant to the requirement of § 309.1(b), shall tender a refund of the balance of the deposit or payment, including interest not used to defray such expenses, and at the

same time give the tenant an itemized statement of the repairs and other uses to which the monies were applied and the cost of each repair or other use.

309.3 Failure by the owner to comply with § 309.1 and § 309.2 of this section shall constitute *prima facie* evidence that the tenant is entitled to full return, including interest as provided in § 311, of any deposit or other payment made by the tenant as security for performance of his or her obligations or as a condition of tenancy, in addition to the stipulated rent.

309.4 Failure by the owner to serve the tenant personally or by certified mail, after good faith effort to do so, shall not constitute a failure by the owner to comply with § 309.1 and § 309.2.

309.5 Any housing provider violating the provisions of this chapter by failing to return a security deposit rightfully owed to a tenant in accordance with the requirements of this chapter shall be liable for the amount of the deposit withheld, or in the event of bad faith, for treble that amount.

309.6 For the purposes of § 309.5, the term "bad faith" means any frivolous or unfounded refusal to return a security deposit, as required by law, that is motivated by a fraudulent, deceptive, misleading, dishonest, or unreasonably self-serving purpose and not by simple negligence, bad judgement, or an honest belief in the course of action taken.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2908, Commissioners' Order 55-1503 (August 11, 1955); as amended by: section 3 of the Security Deposit Act, D.C. Law 1-48, 22 DCR 2823 (November 28, 1975); and section 2 of the Unitary Rent Ceiling Adjustment Amendment Act of 1992, D.C. Law 9-191, §§ 2908.6 and 2908.7, 40 DCR 2184 (April 2, 1993).

310 RETURN OF SECURITY DEPOSIT: INSPECTION OF PREMISES

310.1 In order to determine the amount of the security deposit or other payment to be returned to the tenant, the owner may inspect the dwelling unit within three (3) days, excluding Saturdays, Sundays, and holidays, before or after the termination of the tenancy.

310.2 The owner shall conduct the inspection, if the inspection is to be conducted, at the time and place of which notice is given to the tenant.

310.3 The owner shall notify the tenant in writing of the time and date of the inspection.

310.4 The notice of inspection shall be delivered to the tenant, or at the dwelling unit in question, at least ten (10) days before the date of the intended inspection.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2908, Commissioners' Order 55-1503 (August 11, 1955); as amended by section 3 of the Security Deposit Act, D.C. Law 1-48, 22 DCR 2823 (November 28, 1975).

311 INTEREST ON SECURITY DEPOSIT ESCROW ACCOUNTS

311.1 The interest in the escrow account described in § 309 on all money paid by the tenant prior to or during the tenancy as a security deposit, decorating fee, or similar deposit or fee, shall commence on the date the money is actually paid by the tenant, or within thirty (30) days after February 20, 1976, whichever is later, and shall accrue at the passbook rate then prevailing on January 1st and on July 1st for each six (6) month period (or part thereof) of the tenancy which follows those dates. On those dates, the passbook rate in the District of Columbia financial institution in which the escrow account is held shall be used.

311.2 Interest on an escrow account shall be due and payable by the owner to the tenant upon termination of any tenancy of a duration of twelve (12) months or more, unless an amount is deducted under procedures set forth in § 309.

311.3 Except in cases where no interest is paid to the tenant as provided in § 311.2, no interest or other consideration shall inure to the benefit of the owner by reason of the owner's control over the escrow account nor shall the account be assigned or used as security for loans.

311.4 It is the intent of this section that the account referred to in this section and § 309 shall be used solely for the purpose of securing the lessees' performance under the lease.

311.5 This section and § 309 and § 310 shall not be subject to the notice requirements of any other section of this subtitle.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2908, Commissioners' Order 55-1503 (August 11, 1955); as amended by: section 3 of the Security Deposit Act, D.C. Law 1-48, 22 DCR 2823 (November 28, 1975); and section 2 of the Adjustment of Interest Rates Paid on Rental Security Deposits Amendment Act of 1992, D.C. Law 9-212, § 2908.4(a), 40 DCR 2204 (March 17, 1993), incorporating by reference the text of D.C. Act 9-341, 40 DCR 23 (December 21, 1992).

312 - 314 [RESERVED]

315 NOTIFICATION REQUIRED

315.1 Prior to the acceptance of a nonrefundable application fee or security deposit, the owner of the habitation shall provide written notice of any requests that are pending for an adjustment in the rent ceiling of the habitation, as the adjustments are specifically enumerated in section 207 of the Rental Housing Act of 1985, D.C. Law 6-10, D.C. Official Code § 42-3502.07 (2001).

315.2 The notification shall include the current rent ceiling, the new rent ceiling requested in the petition, the petition filing date and petition number, and the nature of any repairs or rehabilitation planned in the dwelling unit as part of the petition.

315.3 A violation of this section shall be a Class 2 civil infraction pursuant to Titles I-III of the Department of Consumer and Regulatory Affairs Infractions Act of 1985. Adjudication of any infraction of this article shall be pursuant to titles I-III of the Department of Consumer and Regulatory Affairs Civil Infractions Act of 1985.

SOURCE: Section 2 of the Rent Ceiling Adjustment Notification Amendment Act of 1992, D.C. Law 9-79, §§ 2915.1 through 2915.3, 39 DCR 673 (February 7, 1992).

399 DEFINITIONS

399.1 The provisions of section 199 of chapter 1 of this title and the definitions set forth in that section shall be applicable to this chapter.

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." If a modification is made, the resident may be held responsible for restoring the interior of the apartment to its original condition, where such requirement is reasonable. For the apartment, examples of reasonable modifications include widening a doorway, lowering kitchen cabinets or replacing flooring to facilitate wheelchair use.

An escrow (not a security deposit) may be collected to ensure that funds are available for any required restorations. In considering whether to require an interest-bearing escrow account in the estimated amount of the costs of restoration, the following factors will be considered:

- The nature and extent of the modification;
- The length of residency; and
- The credit/employment history of the resident.

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.

GUARANTY OF LEASE

AVB Account [REDACTED]
Apartment Hom [REDACTED]

Resident(s) Name: [REDACTED]

Address:

2950 Van Ness St [REDACTED]

Washington, District of Columbia 20008

In this Guaranty, the "Resident" is [REDACTED] (hereinafter "Resident"). "You" and "your" are the person(s) who sign as Guarantor on Resident's Lease and below. "We", "us" and "our" are The Consulate.

GUARANTY: By signing this Guaranty, you guarantee to us that every debt Resident owes us now, or may owe us in the future, arising out of Resident's tenancy, will be paid when it is due, no matter what may happen. This means that we can demand payment from you if Resident fails to pay us what Resident owes us even if no demand has been made upon Resident for such payment.

OBLIGATIONS GUARANTEED: You agree that this Guaranty covers every kind of debt arising out of the tenancy of Resident. It covers Rent, Other Charges and all other amounts owed by Resident, including but not limited to late charges, returned check charges, attorney's fees, charges for damages, other charges as set forth in the Lease, interest on all Resident's debts to us, and all other obligations that Resident owes us (and all costs incurred by us in enforcing this Guaranty and the Lease including attorneys' fees and court legal expenses). In this Guaranty, all these debts are called the "Obligations."

CONTINUING EFFECT: You agree that this Guaranty will continue to be in effect until Resident no longer occupies one of our apartments, and all Resident's Obligations owing to us have been paid in full.

EVENTS NOT AFFECTING THE GUARANTY: You agree that your liability under this Guaranty will not be excused or limited because:

1. We agree to changes in the term of any Obligation, such as extending the time for repayment;
2. We release or exchange any collateral that Resident may have given us or we do not fully establish our security interest;
3. We sell any collateral, whether at public or private sale and whether the purchaser is another person or yourself;
4. We release any other guarantor of Resident's Obligations;
5. A law, regulation or order of any public authority affects our rights with respect to any of the Obligations; and/or
6. Anything else happens that may affect our rights against Resident or any other guarantor, such as a petition for bankruptcy.

DELAY IN ENFORCEMENT: You agree that we can delay enforcing any of our rights under this Guaranty without waiving them.

NOTICES: You agree that we do not have to notify you that we have accepted this Guaranty. We do not have to notify you or Resident that any Obligation has not been paid and that we can demand that you immediately make a payment under this Guaranty.

OTHER SOURCES OF PAYMENT: We can demand payment from you without first seeking payment from Resident or any other guarantor, or first trying to collect from any collateral.

RESPONSIBILITY: You understand that you are responsible for the payment of the full amount of the Obligations, even if there are other Guarantors because your liability under this Guaranty is joint and several with Resident. All Guarantors are jointly and severally liable for the Obligations. You further understand that we are entering into a lease with Resident based in part on the consideration of your acting as Guarantor for Resident's Obligations, and that you therefore will not renounce your position as Guarantor nor perform any act jeopardizing our ability to collect payment for Resident's Obligations from you.

VALIDITY: You agree that if any part of this Guaranty is determined by a court to be invalid, the rest will remain in effect.

SET OFF: You agree that we can without notice to you apply any funds of yours held by us to pay this Guaranty.

COLLECTION COSTS: You agree that if we sue you to collect this Guaranty, you agree to pay all court costs, attorney's fees and collections costs allowed by law.

LAW: You agree that this Guaranty will be governed by the law of the District of Columbia.

HEIRS: You agree that this Guaranty will bind your heirs, executors and administrators.

Barbara Jumper on behalf of
[REDACTED] UDC

Guarantor *Barbara Jumper*

Date *8/15/13*

Print Name

Guarantor

Date

Print Name

Guaranty (DC)

MC AC JL LD

SECURITY DEPOSIT AGREEMENT
District of Columbia Form

AVB Acct [REDACTED]
Apartment Hom [REDACTED]

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 managing agent for Owner, and Resident. In this Agreement, your apartment and the Community are together called "the Premises." The Manager and the Owner are 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:

	REQUIRED	PAID	PAYMENT DATE
Security Deposit	<u>\$0.00</u>	<u>\$0.00</u>	

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

2. REFUND OF SECURITY DEPOSIT. Upon your satisfaction of each of the conditions set forth in Section 3, but no later than forty-five (45) days after the termination of your tenancy, we will do one of the following:

- a. 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 7; or
- b. 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 (1) 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; and (2) defraying the cost of expenses we have incurred in connection with your failure to comply with any of the requirements set forth in Section 3.

Within thirty (30) days after we provide you with the notice described above in Section 2(b), we will refund to you the balance of the Security Deposit (if any) including interest that has accrued on such Security Deposit pursuant to Section 7 below, less any amounts that we have properly applied to your obligations under the Lease pursuant to the terms of 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. The Lease must have expired or terminated in accordance with its provisions.
- c. 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.
- d. 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.
- e. 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.
- f. You must have observed and performed all of the other covenants and obligations to be kept or performed by you under the Lease up to and including the date of expiration or termination of the term of the Lease.
- g. You must have observed and performed all rules and regulations to be kept and performed by you under the Lease, including, without limitation, those rules and regulations pertaining to pets.
- h. YOU MUST GIVE MANAGER SIXTY (60) DAYS WRITTEN NOTICE OF YOUR INTENTION OF YOUR INTENT NOT TO RENEW THE LEASE AS REQUIRED PURSUANT TO THE LEASE.
- i. You must provide us with a written copy of your forwarding address.

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 term 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 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. If you attend the inspection, we will upon completion of the inspection give you an itemized list of damages to the Premises known to exist at the time of the inspection. We suggest that you do 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.** In the event the Security Deposit is held by us for a period exceeding twelve (12) months after the date of this Lease, we will accrue interest on the Security Deposit at the rate required by applicable law, which interest will be credited and paid only upon termination of the tenancy, delivery of possession, and return of the Security Deposit to you as provided in Paragraph 3 above. At the end of your tenancy, we will provide you with a list of the interest rate applicable to each six (6) month period during the term of the Lease.

RESIDENT(S):

Barbara Jumper on Behalf of UDC 8/15/13
Signature Date

Barbara Jumper
Print Name

[Redacted] 07/29/2013
Signature Date

[Redacted]
Print Name

AVALONBAY COMMUNITIES, INC., MANAGER AS AGENT FOR OWNER

BY: Kelly Schwuchow, 07/29/2013
Date

[Redacted]

COMMUNITY POLICIES

The Consulate

Welcome to your Community! These 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 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, (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. No tin foil, sheets, blankets, or any type of coverings are to be placed 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, nut shells, glass, olive or fruit pits, corn cobs, 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 machines, 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.** Please see a community consultant for details.
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 chutes shall not be used between 11:00 P.M. and 8:00 A.M. Please place all trash down the chute.



Do not leave debris on the floor. Stack newspapers neatly in the corner. Check to be sure all ashes and cigarette butts are completely out before putting trash down the chute. Boxes must be broken down before being placed in the trash room or other designated area. 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.

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 prohibited on all balconies and decks.
12. UTILITY CLOSETS. Items placed in utility closets for storage purposes, where permitted, must be nonflammable 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.
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 and lobby area. 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 BUILDING. 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, weight room, etc.) are to be utilized for their intended purposes only. Proper-soled shoes must be worn to prevent damage to flooring. Bicycles, skateboards, rollerblades, etc., are not to be used on the pool deck 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. 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 after business hours, a Maintenance Associate will let you in. You will be billed a \$75 charge only if you have had a previous after hours lockout.
24. MOVING. Moving of furniture is permitted to and from the apartments only (i) between the hours of 8:00 A.M. and 5:30 P.M., and (ii) on weekdays and Saturdays. Moving is not permitted on Sundays and holidays. 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.
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. PETS. Pets will be permitted only as provided in the Community Specific Terms of the lease.
28. 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.
29. 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.
30. RECYCLING. You agree to cooperate with any and all recycling programs that we put in place or which are required by law.
31. 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.
32. SOLICITATIONS. Door-to-door solicitation and/or circulation of any materials is prohibited. Please report solicitors to our office.
33. 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.
34. SMOKE DETECTORS. You will maintain the smoke detectors and replace the batteries when necessary.
35. 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.
36. 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. 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 resident's 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 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.

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.

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.
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, lightning).
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.

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.



Account# [REDACTED]

RESIDENT OR RESIDENTS:
Barbara Jumper on behalf of
[REDACTED] *UDC.*

AvalonBay Communities, Inc., Manager As Agent for Owner
[REDACTED] *8/15/13*
Date

[REDACTED]

[REDACTED]
Apartment Number



[REDACTED]

ACCEPTANCE OF KEYS/GARAGE REMOTES/ CONTROLLED ACCESS PASSES

I(We) [REDACTED] (Leaseholder)(s), resident(s) of 2950 Van Ness St [REDACTED] Washington, District of Columbia 20008 (address), do hereby acknowledge that I(We) will receive the following items below on move-in day:

☒ Mailbox Key(s)

☒ Apartment Key(s)/Fob(s)

_____ # _____
_____ # _____

_____ Common Area Key(s)/Card(s)/Fob(s) (i.e., fitness/pool/building)

_____ # _____
_____ # _____

_____ Controlled Access Device(s)/Card(s)/Fob(s)

_____ # _____
_____ # _____

_____ Garage Remote(s)/Fob(s)

_____ # _____
_____ # _____

_____ Parking Tag(s)/Carport Tag(s)

_____ # _____
_____ # _____

_____ N/A

_____ # _____
_____ # _____

I(We) understand that the above set of keys, controlled access devices/passes, remotes, and parking tags are the only set that will be provided during the term of the lease agreement. No additional items will be provided unless this practice is within community-specific standard procedures and the Community Manager is in agreement. Charges for additional items may apply where applicable.

I(We) understand that I(We) am(are) responsible to return the above items to Management upon move-out and I(We) will not make duplicate keys without first consulting Management.

In the event that I(We) misplace any of the keys, controlled access devices/passes, remotes, or parking tags, the charges below will apply per item. In addition, if I do not return the mailbox keys, controlled access devices/passes, remotes, or parking tags at move-out the same charges will apply.

\$25.00 Apartment key(s)/Fob(s)

\$25.00 Mail box key(s)

\$0.00 Controlled Access Device(s)/Card(s)

\$0.00 Garage Remote(s)/Fob(s)

\$0.00 Parking Tag(s)/Carport Tag(s)

\$25.00 Common Area Key(s)/Card(s)/Fob(s)

\$0.00 N/A

[REDACTED]
Louisa Durkin

[REDACTED]
Date

[REDACTED]
Jessica Lewis

[REDACTED]
Date

AvalonBay Communities, Inc., Manager As Agent for Owner

by: Kelly Schwunhow, 07/29/2013

Date



[REDACTED]

COMMUNITY POLICIES
The Consulate

Welcome to your Community! These 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 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, (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. No tin foil, sheets, blankets, or any type of coverings are to be placed 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, nut shells, glass, olive or fruit pits, corn cobs, 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 toiter 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 machines, 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.** Please see a community consultant for details.
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 chutes shall not be used between 11:00 P.M. and 8:00 A.M. Please place all trash down the chute.



Do not leave debris on the floor. Stack newspapers neatly in the corner. Check to be sure all ashes and cigarette butts are completely out before putting trash down the chute. Boxes must be broken down before being placed in the trash room or other designated area. 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.

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 prohibited on all balconies and decks.
12. UTILITY CLOSETS. Items placed in utility closets for storage purposes, where permitted, must be nonflammable 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.
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 and lobby area. 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 BUILDING. 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, weight room, etc.) are to be utilized for their intended purposes only. Proper-soled shoes must be worn to prevent damage to flooring. Bicycles, skateboards, rollerblades, etc., are not to be used on the pool deck 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. 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 after business hours, a Maintenance Associate will let you in. You will be billed a \$75 charge only if you have had a previous after hours lockout.
24. MOVING. Moving of furniture is permitted to and from the apartments only (i) between the hours of 8:00 A.M. and 5:30 P.M., and (ii) on weekdays and Saturdays. Moving is not permitted on Sundays and holidays. 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.
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.



- [REDACTED]
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. **PETS.** Pets will be permitted only as provided in the Community Specific Terms of the lease.
 28. **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.
 29. **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.
 30. **RECYCLING.** You agree to cooperate with any and all recycling programs that we put in place or which are required by law.
 31. **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.
 32. **SOLICITATIONS.** Door-to-door solicitation and/or circulation of any materials is prohibited. Please report solicitors to our office.
 33. **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.
 34. **SMOKE DETECTORS.** You will maintain the smoke detectors and replace the batteries when necessary.
 35. **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.
 36. **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. 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 resident's 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 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.

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, doorjambs, 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.

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.
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.

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.



