

EL 903 The Element, LLC
ADDENDUM “B” TO LEASE
RULES AND REGULATIONS

The following Rules and Regulations are a binding part of Tenant’s Lease with Landlord. Landlord provided these Rules and Regulations for Tenant’s benefit and the benefit of the other tenants of the Community. By abiding by these Rules and Regulations, Landlord expects that all tenants will better enjoy living at the Community. Please understand that any nonperformance or breach of any of these Rules and Regulations causes increased operating expenses, including clean-up costs, increased management and labor costs, and increased utility costs. Please understand that any nonperformance or breach of one of these Rules and Regulations constitutes a default by Tenant under Tenant’s Lease and Landlord may, in its sole and absolute discretion, proceed with an eviction action or exercise any other rights or remedies afforded to it under Tenant’s Lease or provided by Prevailing Law, which shall not amount to Tenant’s release from the obligations of Tenant’s Lease but shall in addition make Tenant responsible for any and all damages of Landlord. In accordance with Tenant’s Lease, and Security Deposit hereunder, Tenant will also be charged for violation of these Rules and Regulations in order to offset those increased costs. Such charges are due and payable at the same time as the succeeding month’s Rent.

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

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

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

THIRD: Upon Tenant’s third violation of Paragraph 2 as shown through Tenant’s receipt of a written complaint, a \$150.00 charge will be assessed against Tenant and Tenant’s Guarantor will be notified.

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

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

3. No grill of any kind is allowed in or outside of the Apartment Unit. Grills may be provided in designated areas by Landlord.
4. No incense or other odor producing items shall be used in the Apartment Unit. Because of the nature of the Community, it is understood that offensive odors, as determined by Landlord, are expressly prohibited.
5. The driveways, sidewalks, entry passages, stairs and halls shall not be obstructed, used for bicycles, motorcycles, scooters and other vehicles for any purpose other than ingress and egress.

6. Recreational vehicles, nonoperational vehicles, commercial vehicles, boats, campers, jet skis, etc., are prohibited from being parked on the Community's grounds. Parking of vehicles in other than designated parking area is strictly prohibited. Landlord reserves the right to refuse parking of any vehicle which may endanger life or property. Tenant agrees to abide by all normal parking regulations and in particular not to double park, park in fire lanes, obstruct the flow of traffic, park in prohibited areas, park on landscaped areas or otherwise violate parking provisions in force from time to time. In the event parking decals shall be required, Tenant agrees to display such decal as instructed. Tenant agrees that for such violation of any parking regulations in force from time to time, including failure to display decal, Tenant's vehicle and the vehicle of Tenant's guests and invites may be subject to being towed to Tenant's expense or to charges put in force by the Landlord from time to time. Only one vehicle is allowed per tenant.
7. Use of the common areas, including the parking areas, walkways and amenities deck made available by Landlord, shall be governed by the rules and regulations posted in such common areas and shall be at the risk of Tenant and Tenant's guests or invites. No guest or invitee shall be permitted in the common areas except in the accompaniment of a tenant. Tenant shall immediately notify Landlord of any problems or safety hazards in the common area.
8. Use of foil and other similar unsightly materials, including neon or flashing signs, advertising, etc., over windows is strictly prohibited. Windows and doors shall not be obstructed. If Landlord provides blinds on windows, such blinds will not be removed. If Tenant installs draperies over the blinds, any damage will be repaired or removed by Tenant or at Tenant's expense. Damage to property, including paint, plaster, cabinets, carpets, floors, furniture or damage to any part of the Apartment Unit caused by leaving windows or doors open during inclement weather will be Tenant's responsibility.
9. Locks or security devisees, may NOT be changed or added without prior written permission of Landlord. Locks and the appropriate keys, and/or chains added must be left in place upon vacating the Apartment Unit. All keys and/or electronic access cards must be returned to Landlord upon termination of occupancy or Landlord may impose a reasonable charge.
10. Tenant, at Tenant's expense, shall be responsible for replacement of all interior bulbs and tubes. All bulbs and tubes must be operational at the time Tenant vacates the Apartment Unit. Colored bulbs are not allowed in patio or balcony lights. Tenant may not remove any patio light, balcony light or globe. Landlord reserves the right to impose a reasonable charge for replacement of any patio light, balcony light or globe if removed.
11. Solicitation shall not be permitted on the Community's grounds, either by tenants or outside solicitors, without the prior written permission of Landlord in each instance.
12. Tenant must keep utilities (electricity, gas, etc.) turned on during the entire Term of Tenant's Lease in order to maintain appliances in operating order and to provide a minimum temperature of 60 degrees in cold months. From the date utilities are turned off by cancellation or otherwise, it is presumed that Tenant has abandoned the Apartment Unit and the Landlord may enter the take possession in accordance with Prevailing Law. Any damages from the utilities being turned off until Landlord gains possession shall be paid by Tenant. If disconnected, utilities are turned over to the account of Landlord, Landlord has the right to bill an equal share of such charges, plus reasonable management overhead, to Tenant.
13. All trash, garbage and recycling will be placed in receptacles in locations designated by Landlord. Tenant agrees to cause trash, garbage and recycling to be deposited directly into such receptacles and not left in the Apartment Unit or in the common areas, hallways or similar places. Landlord reserves the right to impose a reasonable charge for violation of this section as well as for any littering by Tenant. Tenant agrees to place trash, garbage and recycling inside the receptacles, not outside the receptacles or in the surrounding area. If not recycled, flatten boxes before placing in the dumpster. Other household rubbish must be put into plastic bags, secured at the top and placed in the dumpster. If the need to dispose of furniture arises, please contact the Agent and make arrangements.
14. Vehicles parked in the Community must be in operable condition, currently licensed and on record at the Community's office. Unlicensed and inoperable vehicles will be towed at the expense of their owners. Washing vehicles and performing mechanical work thereon is strictly prohibited unless special areas are designated in Landlord's sole and absolute discretion.
15. No satellites, radio wires, television or other aerials or any other objects whatsoever shall be attached to the roof or exterior of any building.

16. The use of candles, halogen lamps, kerosene heaters and electric heaters is strictly prohibited.
17. Patio and balcony areas are to be kept in a clean and orderly manner. They are not to be used as storage areas and articles are not to be hung over railings. Trash cans are strictly prohibited on patio and balcony areas. Bicycles, motorcycles,, scooters and other conveyances may not be parked on or chained to patio and balcony areas. Outside furniture only is allowed on patio and balcony areas. A \$75.00 charge will be assessed against Tenant for violation of this policy. A reasonable charge will be assessed if furniture belongs inside the Apartment Unit is found on the patio or balcony area. A reasonable charge for replacement will be assessed. If said furniture is damaged.
18. Water beds are prohibited.
19. Tenant must check the smoke alarm upon occupancy and once a month during the Term of Tenant's Lease and immediately notify Landlord of any malfunctions and neither Landlord nor Agent shall be charged with knowledge of any such malfunction prior to receipt of such notice. Tenant, at Tenant's expense, shall be responsible for replacement of smoke alarm batteries, which must be changed every six months. Removal of smoke alarms or their batteries is prohibited. Tampering with any smoke alarm, sprinkler system or fire extinguisher is prohibited.
20. Throwing or dropping any objects whatsoever off of the patio or balcony areas or from windows of the Apartment Unit is prohibited.
21. Lockouts (i.e. describing the event where a Tenant finds themselves locked out of Tenant's home due to forgetting or losing their keys, etc.) that occur during usual business hours will be resolved at no charge, if the person assisted appears to be a tenant on the lease and if said person can produce a valid photo ID to allow Landlord to confirm that person's identity. After business hours, management or maintenance personnel will charge \$50.00 to provide this remedy.
22. To obtain maintenance service, call the Community's office or stop by during normal business hours. For emergency maintenance service after normal business hours call the after-hours emergency number and leave a message, which includes Tenant's name, complete address and apartment number, telephone number, and the nature of the service requested. Emergencies will be responded to quickly. Please visit Tenant's move-in packet for information on emergencies.

PARTY RULES AND REGULATIONS

1. All parties must be pre-approved through Landlord's office. If any party is not pre-approved by Landlord, it will be shut down immediately.
2. The maximum number of allowed guests or invites at a party is 25, subject to local fire marshal rules. Parties with more than 25 guests or invites will be shut down.
3. Residents and guests or invites of parties are not allowed to gather on balconies. Parties must remain indoors.
4. Any Apartment Unit receiving more than one noise complaint will result in the party being shut down.
5. Open parties are not allowed. This means that all guests and invites must be invited. Flyers inviting the general public are now allowed. If Tenant is caught distributing this type of invitation, Tenant and Tenant's Guarantor will be contacted; Tenant will be in default of the Lease; and Tenant shall be subject to eviction.
6. All parties shall end by 2:00 a.m.

All illegally parked vehicles will be towed. No warning will be given. Tenant shall instruct Tenant's guests and invites to park in designated areas.

Tenant is responsible for Tenant's guests' and invites' behavior. The cost of repairing any damage caused by Tenant or Tenant's guests or invites will be Tenant's financial responsibility.

LANDLORD'S DEFINITION OF A PARTY IS ONE APARTMENT UNIT HAVING 10 OR MORE GUESTS OR INVITES

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

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Addendum on the day and year written below.

AGENT:

eL 903 The Element, LLC

By: _____
Printed Name: _____
Title: _____

Date: _____

TENANT:

Printed Name: _____

Date: _____

3.