

CHESWYCK AT BALLANTYNE

COMMUNITY POLICIES, RULES AND REGULATIONS

I. GENERAL CONDITIONS FOR USE OF DWELLING PROPERTY AND RECREATIONAL FACILITIES.

Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, "Amenities") located at the Dwelling Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease, this Addendum, and the Community rules and regulations ("Rules") in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the strictest terms of either the Lease, this Addendum, or the Community Rules shall control. Owner reserves the right to set the days and hours of use for all Amenities and to change the character of or close any Amenity based upon the needs of Owner and in Owner's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. Owner and management may make changes to the Rules for use of any Amenity at any time. Additionally, Resident(s) expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, related to Resident's use of the amenities at the Community. Resident(s) agrees to hold Owner harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident(s) may have against Owner and that are in any way related to or arise from such use. This provision shall be enforceable to the fullest extent of the law. THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S)' OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term "Owner" shall include the Management, officers, partners, employees, agents, assigns, Owners, subsidiaries and affiliates of Owner.

II. POOL. This Community has two pools. When using the pool, Resident(s) agrees to the following: • Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies. • All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries. • For their safety, Residents should not swim alone. • Pool hours are posted at the pool. • No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only. • Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool. • No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed. • Resident(s) must accompany their guests. • Resident(s) must notify Owner any time there is a problem or safety hazard at the pool.

III. FITNESS CENTER. This Community has two fitness centers. When using the fitness center, Resident agrees to the following: • Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies. • The Fitness Center is not supervised. Resident(s) are

solely responsible for their own appropriate use of equipment. • Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous. • Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well as any other person's use that appears to be dangerous or in violation of Management Rules and Policies. • Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident's physician. • Resident(s) will keep Fitness Center locked at all times during Resident's visit to the Fitness Center. • Resident(s) will not admit any person to the Fitness Center who has not registered with the Management Office. • Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.

IV. PACKAGE RELEASE. This Community does not accept packages on behalf of Residents. For communities that do accept packages on behalf of its Residents: Resident(s) gives Owner permission to sign and accept any parcels or letters sent to Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same.

V. BUSINESS CENTER. This Community does not have a business center. Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Rules and Regulations posted in the business center and Management policies. Owner is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to 60 minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center.

VI. AUTOMOBILES/BOATS/RECREATIONAL VEHICLES. The following policies are in addition to those in the Lease and may be modified by the additional rules in effect at the Community at any given time: • Maximum number of vehicles allowed per apartment is as follows: 1-bedroom unit=2; 2-bedroom unit=3; 3-bedroom unit=3. • All vehicles must be registered at the Management office. • Any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or the Community Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a 24-hour notice is placed on the vehicle. • Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense. • The washing of vehicles is not permitted on the property unless specifically allowed in designated area. • Any property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management. • Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.

VII. FIRE HAZARDS. In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following: • Residents and guests will adhere to the Community rules and regulations, and other Management policies concerning fire hazards, which may be revised from time to time. • No person shall knowingly maintain a fire hazard. • Grills, Barbeques, and any other personal outdoor cooking or open flame devices will not be used. Only property provided grills are allowed. Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires. • Fireplaces: Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold. • Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in dwellings, near exits, stairways breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel. • No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure. • Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.

VIII. EXTERMINATING. Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' dwelling several times a year and as needed to prevent insect infestation. Owner will notify Residents in advance of extermination in Residents' Dwelling, and give Resident instructions for the preparation of the Dwelling and safe contact with insecticides. Residents will be responsible to prepare the Dwelling for extermination in accordance with Owner's instructions. If Residents are unprepared for a scheduled treatment date Owner will prepare Residents' dwelling and charge Residents accordingly. Residents must request extermination treatments in addition to those regularly provided by Owner in writing. Residents agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following: Clean in all cabinets, drawers and closets in kitchen and pantry. • If roaches have been seen in closets, remove contents from shelves and floor. • Remove infants and young children from the dwelling. • Remove pets or place them in bedrooms and notify Owner of such placement. • Remove chain locks or other types of obstruction on day of service. • Cover fish tanks and turn off their air pumps. • Do not wipe out cabinets after treatment. In the case of suspected or confirmed bed bug infestation, resident will agree to the following: • Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water. • Resident will thoroughly clean, off premises, all luggage, handbags, shoes and clothes hanging containers. • Resident will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture and will dispose of same if requested. RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO EXTERMINATION AND THE USE OF INSECTICIDES IX. DRAPES AND SHADES.

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X. WATER BEDS. Resident shall not have water beds or other water furniture in the dwelling without prior written permission of Owner.

XI. BALCONY or PATIO. Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios. No misuse of the space is permitted, including but not limited to, throwing, spilling or pouring liquids or other items, whether intentionally or negligently, over the balconies or patios.

XII. SIGNS. Resident shall not display any signs, exterior lights or markings on dwelling. No awnings or other projections shall be attached to the outside of the building of which dwelling is a part.

XIII. SATELLITE DISHES/ANTENNAS. You must complete a satellite addendum and abide by its terms prior to installation or use.

XIV. WAIVER/SEVERABILITY CLAUSE. No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Part is invalid for any reason whatsoever, this finding shall not effect the validity of the remaining portions of this addendum, the Lease Contract or any other addenda to the lease Contract.

XV. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form. No biking (except as a means of traveling to or from the community), scooter riding, or recreation of any type will be permitted in the driveways, parking lot, or roads of the community. Maximum of 2 guests per resident at community pools, fitness centers, business center & tennis courts. Resident must accompany guests at all amenities. No upholstered furniture allowed on balcony or patio and a violation fee of \$100 per violation will be assessed. Only patio furniture is allowed. Maximum number of vehicles allowed per apartment is as follows: One-bedroom unit=2; Two-bedroom unit=3; Three-bedroom unit=3. No commercial vehicles are allowed. RV campers, boats, and jet skis must be stored in a designated area. No personal grills are allowed. Lock change fee is \$50.