

The Lease form you download is for informational purposes only and should not be relied upon by prospective or current residents. Not every Home Properties' Community uses this same Lease form. In addition, Communities that use the Lease form shown here may change certain provisions.



RESIDENTIAL LEASE AGREEMENT MASSACHUSETTS

This Residential Lease Agreement ("Lease") is a contract which sets forth your rights and obligations as a resident of the community and our rights and obligations as the manager of the community.

Manager
Name: Home Properties, L.P. Address: 201 Broughton Drive Attn: Stephanie Hartford City: Beverly ST: MA Zip: 01915 Telephone: (978) 927-2763

Resident Names
Name: Name: Name: Name: Name: Name:

The words "we", "us" and "our" in this Lease mean the Manager.

The words "you" and "yours" in this Lease mean all of the Residents listed above, and also include any occupants listed in paragraph 3 below.

We agree to rent to you, and you agree to rent from us the apartment known as:

Community Name: The Townhomes of Beverly Apartment Address: 0312 Broughton Drive City: Beverly State: MA Zip: 01915
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The word "Community" in this Lease means the entire apartment complex. The word "Apartment" means your apartment identified above. The addresses set forth above for us and for you are the addresses where notices are to be sent under this Lease.

Lease Terms:

From:
Lease Start Date

To:
Lease End Date

(unless earlier terminated pursuant to this Lease)

Lease Type:

Standard

Monthly Rent:

Net Rent
(Monthly Rent Due)

Deposits (Refundable)

Other Charges (Non-refundable)

Agreed and Understood:

Resident Initial: _____ Date: _____ Resident Initial: _____ Date: _____
Resident Initial: _____ Date: _____ Resident Initial: _____ Date: _____

A. Part A of this Lease sets forth our obligations as Manager:

1. **Utilities and Amenities.** We will provide and pay for the following in the Apartment:

<input type="checkbox"/> heat _____	<input type="checkbox"/> hotwater _____	<input type="checkbox"/> electricity _____	<input type="checkbox"/> water _____
<input type="checkbox"/> sewer _____	<input type="checkbox"/> cable _____	<input type="checkbox"/> gas _____	<input type="checkbox"/> _____



2. **Return of Security Deposit.** Your security deposit will be returned to you after your Lease has ended and if you have met the following conditions:
 - a. You have vacated your Apartment;
 - b. You have paid the rent and other charges due under the Lease;
 - c. You have given us proper notice of your leaving;
 - d. You have removed your personal property and have left the Apartment in good and clean order, except for ordinary wear and tear.

If we retain some or all of your security deposit, we will notify you at the forwarding address you provide of the reasons we withheld part or all of your security deposit. We will send you notice and/or return your security deposit within the time set forth in the State Law Provisions attached to this Lease.

3. **Entering the Apartment.** We may enter your Apartment in order to make repairs or inspect or to show the Apartment to possible or actual purchasers, mortgage lenders, possible future residents, appraisers, workmen or contractors. We do respect your privacy and will attempt to notify you before entering your Apartment, except in cases of emergency. We may enter the Apartment at any time without your consent, at our sole discretion, in case of emergency. You acknowledge that in some cases we will need to enter your Apartment to handle an emergency or make ordinary repairs to another apartment or part of the building in which the Apartment is located. If you contact us to request a repair, then we are not required to notify you of our responding service call.
4. **Repairs.** We will promptly respond to your maintenance requests and will correct any routine maintenance items within twenty-four (24) hours or on the next business day. However, our responsibility to make repairs is limited as described in Part C, Section 9 below.
5. **Insurance.** We will insure the Community in accordance with reasonable commercial practices.

Please note that your personal property is not insured by us. We urge you to get your own insurance to cover damage or loss to your personal property. Note also that our insurance will not cover your time and inconvenience in the event of damage or destruction to the Apartment or the Community.

Agreed and Understood:

Resident Initial: _____ Date: _____ Resident Initial: _____ Date: _____
 Resident Initial: _____ Date: _____ Resident Initial: _____ Date: _____

6. **Delivery of Possession.** We will deliver the Apartment to you as of the beginning date of the term. If the Apartment is not ready for you to move in as of that date, you may terminate this lease. Alternatively, if you wish to wait until the apartment is ready, you will not have to pay rent until we notify you that the Apartment is ready. When we notify you that the Apartment is ready, your obligation to pay rent shall begin.



7. **Condition of Apartment and Community.** The Apartment will be clean and habitable and prepared to your satisfaction when you move in. Subject to your obligations set forth in Part B, Section 6, we will maintain the Apartment in habitable condition during the term of the Lease. We will maintain common areas and parking areas within the Community.

B. Part B of this Lease sets forth your obligations as Resident:

1. **Rent.** You agree to pay us rent in the amount set forth above (on page 2). Rent must be paid in full in monthly installments on the first day of each month. Rent for any partial month will be prorated.

All rent and security deposit payments must be made by check or money order. Rent must be paid at our address set forth on the first page of this Lease, or at such other place as we may notify you in writing.

Any sum you are required to pay us under this Lease in addition to monthly rent shall be additional rent.

Each time you make a payment by check, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Call the rental office if you have questions about electronic check collection or do not want your payments collected electronically.

Late Fees.

If you fail to pay the rent within 30 days of the due date, you will pay us, as additional rent, a late fee of 10%.

We do not waive the right to require payment of rent in full on the date it is due.

Returned Checks.

You will pay us, as additional rent, a fee of \$50.00 for all returned checks. You agree that we have the option to re-present returned checks to your bank electronically and debit your account for the face amount of the check and a returned check processing fee. You will still be responsible for any late fees and bank fees. If your rent check is returned and we choose not to re-present the check electronically or are unsuccessful in doing so, you will pay the rent and the applicable late fees and charges by money order or certified check. If your rent check is returned more than 2 times in any twelve (12) month period, we may require that you pay all rent and other charges by money order or certified check.

Habitual Late Payment of Rent.

You acknowledge that your habitual late payment of rent is a material default under this Lease, even if you eventually pay the rent. We are entitled to terminate the Lease for your failure to pay rent on time on more than two (2) occasions within any 6 month period.

2. **Security Deposit.** You have deposited with us the amount set forth above (on page 2) as a security deposit. Your security deposit will be held in an account in

Citizens Bank 53 State Street
Boston, MA 02109

Interest on your security deposit, if any, will be paid in accordance with our policy and applicable state law, as set forth in the State Law Provisions attached to this Lease. Payment of interest on your security deposit may be modified in accordance with changes to state laws, and we will notify you of any such changes.

You may not elect to use the security deposit as payment for any rent that you owe under the Lease.

3. **Use.** You will use the Apartment only for dwelling purposes. You represent to us that the following persons in addition to the Residents (and no others) will occupy the Apartment:

You must advise us immediately in writing of any change in the occupants. Subletting the Apartment requires our consent as described in Part B, Paragraph 4 below.

4. **Assignment and Sublet.** You will not assign (i.e., transfer) this Lease or sublet the Apartment without our written consent. If you assign the Lease or sublet the Apartment, you will not be relieved from your obligations (including paying rent) under this Lease. Check with your Community regarding conditions and fees which apply when you ask us to consent to an assignment or sublease.

5. **Utilities.** You are responsible for paying for all utilities except those that are checked in Part A, Section 1. You are responsible for setting up all accounts in your name prior to move in and terminating all accounts prior to move out. You will be charged for your utility usage either directly by the utility or by us or our agent. All utility charges charged to you by us or our agent are considered additional rent. Submetering or ratio utility billing systems will only be used where they are not prohibited by law.

You will pay all utility bills incurred during the term of the Lease by the stated due date, including any deposits, fees and increases as billed by the utility provider, (or by us or our agent in the case of utilities billed to you by us or our agent). If you fail to pay any



utility bills charged for the Apartment during your occupancy by the utility company and we are held responsible for payment, you will pay as additional rent (collectible as rent) the amount of the utility bills, plus an additional service charge of \$25.00, together with any applicable service charges or penalties. Furthermore, if you fail to pay any utility bill, we may pay the same on your behalf by deducting the amount of the unpaid bill from your security deposit, which you will be required to immediately replenish when billed and the same shall be considered as additional rent (collectible as rent). Your failure to make payment for utilities in a timely manner is a substantial and material breach of the Lease.

We may modify the method by which utilities are provided or billed to you (such as installing a submeter or adjusting the billing formula) on sixty (60) days prior written notice to you.

Home Properties shall not be liable for any loss or damage resulting from outages, interruptions, or fluctuations in utilities provided to you except as provided by law.

6. **Maintenance, Repairs and Alterations.** You will keep the Apartment and equipment and appliances in clean, orderly and safe condition. You will not do or permit to be done any repairs, alterations, additions, improvements, painting, decorating or wallpapering in the Apartment or in the Community without our prior written consent. If you make any alterations or additions without our consent, we can require you, at your cost, to remove the alterations or additions and return the Apartment to its condition prior to the alterations or additions. If you make any alterations or additions with our consent, those installations will become our property. If you or your family, guests, visitors or pets damage the Apartment or the Community, you will pay us upon demand the cost of such repairs as additional rent.
7. **Compliance with Laws.** You will comply with all laws and regulations concerning the Apartment and the Community. You will also require your family, guests or visitors to comply with any laws or regulations in the Apartment or the Community. You will pay us as additional rent the amount of any fines or penalties we are required to pay because you or your family, guests, visitors or pets violate any law or regulation affecting the Apartment or the Community.
8. **Compliance with Rules and Regulations.** You agree to comply with the Community Rules and Regulations, which are attached to this Lease. We may, upon thirty (30) days' notice to residents of the Community, modify the rules, add new rules or delete rules. The Community Rules and Regulations are made a part of this Lease and a breach of any Community Rule or Regulation will be a default under this Lease.
9. **Peaceful Enjoyment.**
You will conduct yourself and require your family, guests and anyone you invite into the Community to act in a manner that will not disturb your neighbors' peaceful enjoyment, the Community staff or the operation of the Community. You agree not to make loud noises, disturbances, odors, nuisance or do anything else which interferes with or disturbs the rights, comfort or convenience of other residents or which interferes with or disturbs the Community staff. We are entitled to determine whether you have violated this section.
10. **Responsibility for Injury or Damage; Insurance.** If someone is injured or the Apartment or any part of the Community is damaged or destroyed by fire or other

casualty resulting from any act by you or any of your family, guests or visitors, you are responsible for the costs of the personal injury and/or property damage.

We require you to purchase liability insurance covering personal injury and property damage caused by you or any of your family, guests or visitors. The insurance policy must have a minimum coverage amount of \$100,000 and must be primary to our insurance. You must provide acceptable proof of insurance prior to moving in to the Apartment. Your failure to maintain liability coverage at all times during the term of your Lease is a material default under your Lease. You may select the insurance company so long as they meet the requirements in this paragraph. We urge you to obtain contents coverage for your personal property in addition to liability coverage, as we cannot and do not insure your personal property against damage. Liability insurance does not protect you against loss or damage to your personal property or belongings – only personal contents coverage can do this.

You and we agree that subrogation is allowed. This means that our insurance carrier may pursue a claim against you and/or your insurance carrier if your act, or that of your family, guests or visitors results in personal injury or property damage.

If for any reason your insurance coverage lapses, is not sufficient or does not cover the cost of the personal injury or property damage, you will be held responsible for the costs and you shall upon demand pay us such costs as additional rent.

11. **Pets.** Pets are not allowed in your Apartment or on the Community grounds without our written approval. Having an unauthorized pet in the Apartment or on the Community grounds is a substantial default under this Lease, except for guide dogs or other assistance animals for disabled residents.

If we have given permission for you to have a pet in the Apartment, see the Pet Agreement attached to this Lease for our permission and the terms and conditions that apply.

C. Part C of this Lease sets forth other provisions and other obligations of yours and ours.

1. **Damage to Apartment or Community.** If the Apartment is so damaged by fire, storm or other casualty that it is uninhabitable, then this Lease shall end as of the date of the casualty and rent shall be paid up to the date you vacate the Apartment.

However, if the Apartment is damaged by casualty but remains habitable, then this Lease shall continue, but your rent shall be reduced in proportion to those rooms within the Apartment which are not habitable until the Apartment has been repaired. Decks or balconies and other nonessential elements of the Apartment shall not be counted in determining the habitable parts of the Apartment.

If any part of the Community is damaged by casualty, even if the Apartment is not damaged, we have the right upon thirty (30) days' notice to you to end this Lease. The Lease will end as of the date specified in our notice to you and you will vacate the Apartment on or before that date.

If the Apartment or any part of the Community is damaged or destroyed by fire or other casualty resulting from any negligent act by you or any of your family, guests or visitors,

you are liable to us for the costs of any such damage and you shall upon demand pay us such costs as additional rent.

2. **Condemnation.** If any part of the Community is condemned by a governmental authority, we have the right upon thirty (30) days' notice to you to terminate this Lease. The Lease will terminate as of the date specified in our notice to you and you will vacate the Apartment on or before that date. You will not be entitled to any payment from the government because of such condemnation except for moving expenses, if applicable.

3. **Notice to Vacate at End of Lease Term.** You must give us at least sixty (60) days written notice of your intention to vacate the Apartment at the end of the term. If you fail to give this notice, you will be held liable for rent for the period for which you failed to give us notice. Please note that you are not permitted based on this section to give us notice that you will leave prior to the end date of this Lease (on page 2).

4. **End of Lease Term.** You shall vacate the Apartment at the end of the term of the Lease. You must remove all items of personal property and leave the Apartment in good and clean order, except for ordinary wear and tear. Failure to leave the Apartment in good and clean order, except for ordinary wear and tear, may result in our retaining part or all of your security deposit and assessing charges for damages in excess of the security deposit amount. Any personal property you leave behind after you vacate the Apartment shall become our property and we may dispose of that property at your cost, as permitted by law.

5. **Failure to Vacate at End of Lease Term.** In the event you do not vacate the Apartment at the end of the term, we may use legal process to remove you. Or, if we accept rent for the period after the end of the Lease Term, then you shall be deemed a holdover Resident and your tenancy shall be month-to-month, with monthly rent at the current market rate for a month-to-month lease. We will provide you with at least 60 days notice of that rate. Either you or we can terminate the month-to-month lease as of the last day of any calendar month by giving two calendar month's written notice to the other party.

6. **Default.** You will be in default under this Lease if you do any of the following:
 - a) You fail to pay rent or additional rent on time; or
 - b) You assign this Lease or sublet the Apartment without our written consent; or
 - c) You violate any term of this Lease or the Rules and Regulations or you fail to do the things you agree to do under this Lease; or
 - d) You or your family, guests or visitors engage in illegal, improper or objectionable conduct.

Consequences of Default. If you are in default under this Lease for failure to pay rent, we may terminate this Lease by not less than 14 days' written notice to you. If you are in default under this Lease for any reason other than failure to pay rent, we may terminate this Lease by not less than 7 days' written notice to you. The Lease will end on the date given in our notice to you. On or before that date you must leave the Apartment and give us the keys. However, you remain responsible for all rent, additional rent and other charges.

If your Lease is terminated or you fail to pay rent or additional rent on time, we may turn you over to a collection agency and/or we may bring legal action against you to recover possession of the Apartment and any money you owe us.

Consequences of Early Termination of Lease. Please check the State Law Provisions attached to this Lease and with your Community office for any special policies or laws which may allow you to terminate your Lease early.

If the Lease is ended or you vacate the Apartment before the end of your Lease term, rent and additional rent for the remainder of the Lease term will become immediately due and payable. If we re-rent the Apartment to a new resident before your Lease term has ended, any rent we receive will be applied as a credit to the money you owe us. You will be responsible for a turnover fee to reimburse us for the costs of making the Apartment ready for a new resident at an earlier date than we planned, including but not limited to, repainting, repairing and advertising costs.

7. **Legal Expenses.** If permitted by law, you will reimburse us for all of our court costs and reasonable attorneys' fees we incur as a result of any legal action we bring against you for any reason (including an action for eviction or an action for your failure to comply with any of your obligations under this Lease). Such costs and fees will be additional rent.
8. **Notice.** If you wish to give us notice, you must do so in writing and by personal delivery or certified or registered mail, return receipt requested, at the Community address listed on the first page of this Lease or at such other address as we may, from time to time, designate.

If we wish to give you notice, we (or our agent or attorney) may do so by delivering the notice to your Apartment or by mailing the notice to you at your Apartment. If more than one person is listed as Resident, one notice will be sufficient for all Residents.

9. **Limited Liability.** We are not liable for any loss, expense or damage to you, your family, friends or invitees for any personal injury or property damage, unless such damage or injury resulted from our negligence or the negligence of our employees, contractors or agents. Our failure to make repairs or to make repairs on time or to otherwise perform as required by this Lease is excused in all circumstances when caused by natural disaster, labor disturbance or other events beyond our control.

10. **Miscellaneous.**

- a) You represent that all statements you made on your application and in this Lease are true and correct. You will be in default under this Lease if any statement you made is or becomes untrue.
- b) If more than one of you signs this Lease, then each of you agrees to be jointly and severally liable for your obligations under this Lease. This means that we can collect the full amount of rent owed from any one of you.
- c) Our failure to enforce any provision of this Lease shall not prevent us from enforcing such provision at a later time.
- d) This Lease may be changed only by a written agreement signed by both parties, except the Community Rules and Regulations (attached to this Lease) which may be modified by us as described therein.
- e) This Lease is binding on you and us and our respective successors, assigns, heirs, executors, administrators and personal representatives.
- f) If any provision of this Lease is unenforceable, the rest of the Lease will be unaffected.
- g) This Lease is and shall be subject and subordinate to all ground and underlying leases and to all mortgages, which may now or later affect such leases or the Community and to all renewals, modifications, consolidations, replacements and extensions of any leases or mortgages.
- h) We are the property manager and agent for the Owner. The Owner is:
Home Properties Beverly, LLC

201 Broughton Drive
Beverly

MA 01915

11. **Attachments.** The schedules, addenda or agreements marked with an "X" are attached hereto and are made part of this Lease:

- State Law Provisions

- Community Rules and Regulations

- Recreational Facilities Waiver

- Consent to Use Photo/Video for Advertising

- Resident Consent for Release of Personal Property and Deposits

You (Resident)

Date

Date

Date

Date

Date

Date

**Us Home Properties, L.P.
(Manager, as Agent for Owner)**

Date



STATE LAW PROVISIONS

MASSACHUSETTS

1. **Late Rent Charges**
Under Massachusetts law (M.G.L.C. 186, Section 15B(1)(c)), we may not charge a late fee until thirty (30) days after the rent payment was due.
2. **Statement of Condition of Premises**
Within ten (10) days after you move in and pay us a security deposit, we will give you a written Statement of Condition of Apartment. If you disagree with our Statement of Condition of Apartment, you must attach a separate list of any damage existing in the Apartment and return the statement to us. Within fifteen (15) days of receiving your list, we will either agree with your list and sign and deliver your list to you, indicating that we agree with it, or deliver to you a statement that will be attached to a copy of your list which clearly lists our disagreement with your list.
3. **Receipt for Security Deposit**
We will give you a written receipt when you pay us a security deposit. Within thirty (30) days after receipt, we will send you a notice stating the name and location of the bank and account number where the security deposit is being held.
4. **Interest on Security Deposit**
In accordance with Massachusetts law, on each anniversary of your Lease, we will send you a statement which will indicate the name and address of the bank in which the security deposit has been placed, the amount of the deposit, the account number, and the amount of interest payable by us to you. We will pay you interest on your security deposit within thirty (30) days after each anniversary of your Lease (or within thirty (30) days after termination of your Lease). We will pay interest on your security deposit in accordance with applicable law. Any changes in applicable security deposit law shall be automatically applied to this Lease and your security deposit. As of the date of your Lease, in accordance with state law (M.G.L.C.186, Section 15B(3)(b)) we will pay you interest at the rate of five (5) percent per year, or such lesser amount of interest as has been received from the bank where the deposit has been held. If, after thirty (30) days from the anniversary of the Lease, you have not received this payment, you may deduct the interest that is due from your next rent payment.
5. **Return of Security Deposit**
If we withhold some or all of your security deposit, we will notify you within thirty (30) days after you move out, and we will include a statement of deductions allowed by Massachusetts law, including unpaid rent and/or an itemized list of damages and the actual or estimated cost of repair. No amount will be deducted from the security deposit for any damage which was listed in the Statement of Condition of Apartment or for any damage listed in any separate list submitted by you and signed by us, unless this damage was repaired by us. Your security deposit, or the balance remaining after allowed deductions, will be returned to you within thirty (30) days after you move out.

This is a statement of the condition of the premises you have leased or rented. You should read it carefully in order to see if it is correct. If it is correct you must sign it. This will show that you agree that the list is correct and complete. If it is not correct, you must attach a separate signed list of any damage which you believe exists in the premises. This statement must be returned to the lessor or his agent within fifteen days after you receive this list or within fifteen days after you move in, whichever is later. If you do not return this list, within the specified time period, a court may later view your failure to return the list as your agreement that the list is complete and correct in any suit which you may bring to recover the security deposit.

STATEMENT OF CONDITION OF APARTMENT

ON MOVE-IN

Community: The Townhomes of Beverly

Apartment: 12

Resident: Melvin Acevedo

Date of Lease: 05/01/2012

Written description of Condition of the Apartment listed above as of this date:

Landlord: Home Properties, L.P. Date:

By: _____

I/We agree that the above list is correct and complete.

Resident: _____

Date: _____

SECURITY DEPOSIT RECEIPT
[TO BE GIVEN WHEN SECURITY DEPOSIT IS PAID]

Community: The Townhomes of Beverly

Landlord: Home Properties, L.P

Apartment:

Resident:

Amount of Security Deposit:

Person Receiving Security Deposit:

Signature

Date

Print Name

SECURITY DEPOSIT RECEIPT
[TO BE GIVEN WITHIN 30 DAYS AFTER SECURITY DEPOSIT IS PAID]

Community: The Townhomes of Beverly

Landlord: Home Properties, L.P.

Apartment:

Resident:

Amount of Security Deposit:

Name and Location of Bank in which the Security Deposit has been deposited:

Citizens Bank 53 State Street
Boston, MA 02109

Account Number in which the Security Deposit has been deposited: 19848781

HOME PROPERTIES, L.P.

By: _____ Date _____





The Townhomes of Beverly

COMMUNITY RULES AND REGULATIONS

We may rescind or change any of these rules or adopt new rules and after thirty (30) days notice of any new rules to residents, such new rules shall have the same force and effect as if originally made part of this Lease.

Use of Apartments and Common Areas

For the protection and safety of all Residents and their families, guests and invitees, the following rules apply to apartments and common areas:

1. Common areas, sidewalks, entrances, lobbies, hallways, elevators or stairways of the Community will not be used for any purpose other than entry and exit. Furniture, equipment or personal articles will not be placed or stored in any common areas, permanently or temporarily. We may remove any such items at any time, at your expense, including any storage costs.
2. All equipment located in the Apartment or in the Community will be used in a reasonable and careful manner. Equipment includes such things as toilets, sinks, electrical, plumbing, heating, ventilating, air conditioning, building access system, elevators, appliances or other facilities. If you or your family, guests or visitors use any equipment in a manner which causes damage to the equipment, you shall be responsible for the costs of repairing or replacing it.
3. Satellite dishes one meter or less in size are permitted upon your signing a Lease Addendum – Satellite Antenna and Dishes.
4. Holes will not be drilled in the Apartment without our prior written consent, nor will any nails, hooks or screws be used on any floors, doors, windows, tub, shower, appliances or fixtures in the Apartment.

5. Nothing will be fastened to the floors, doors, windows, walls, appliances or fixtures in the Apartment or the exterior walls or porches of the buildings.
6. The balcony or terrace of the Apartment will not be altered, nor will the balcony or terrace be used for storage of personal property.
7. No towels, rags, rugs, laundry or other items will be hung from any balcony or terrace, nor will anything be thrown or dropped from the windows, balcony or terrace.
8. Nothing will be brought into the Apartment or Community which increases the risk of fire or liability. Things which would cause an increased risk of fire include flammable oils, fluids, propane, benzene, gasoline, kerosene or other hazardous materials.
9. LED candles should be used whenever possible instead of wax candles. Candles may only be used with non-flammable bases designed to catch all wax flow. Candles may not be placed on or near flammable materials or surfaces.
10. Cooking or barbecuing is not allowed on a porch, patio or balcony or within 15 feet of any building.
11. No sign, advertisement or notice visible to the outside will be placed on the outside or inside of any apartment or building in the Community.
12. Locks on the doors leading to the Apartment may not be added or changed without our consent. We will have a key to every lock at all times and every lock will be compatible with the master key system for the building.
13. Items which weigh more than we determine is reasonable for the floor loading of the Apartment are not permitted. You must check with us before bringing heavy items (i.e., waterbeds, safes, etc.) into the Apartment and other requirements may apply.

Actions of Residents

So that all Residents of the Community may peacefully enjoy their Apartments and to improve the quality of life for everyone, the following rules apply:

1. Pets are not allowed in the Apartment without our prior written consent. If the Community allows pets and we have permitted you to have a pet, please refer to your Lease Addendum for the provisions applicable to pets.
2. All residents will conduct themselves and require their family, guests and anyone they invite into the Community to conduct themselves in a manner that will not disturb their neighbors' peaceful enjoyment or Community staff or constitute a nuisance. Noise or

- odors or any other action or condition which causes unreasonable disturbance to other residents or Community staff or interferes with the rights, comforts or convenience of other residents or Community staff are not permitted.
3. You are responsible for the conduct of your family, friends, guests and anyone whom you invite into the Community. Acts of family, friends, guests and invitees in violation of this Lease may be deemed a default by you under this Lease.
 4. We will make reasonable efforts as the law permits us to stop neighbors from disturbing your peace, but we cannot be responsible for controlling the actions of other residents or their families or guests or of uninvited persons. If you are seriously disturbed by activities at your neighbor's apartment, please call the police.
 5. Trash will be disposed of in designated places and not in halls, stairways, balconies or laundry rooms.
 6. You are required to promptly report any repair/maintenance problems in the Apartment to Community Management.

Motor Vehicles

For the safety of all residents the following motor vehicle rules apply:

1. The parking and traffic regulations posted on any private streets, roads or drives must be obeyed.
2. Parking areas will be used only to park motor vehicles and for loading or unloading of motor vehicles.
3. All ordinances regarding fire lanes will be obeyed. Any vehicle parked in a fire lane, no parking area or blocking a fire hydrant, refuse container, another vehicle, sidewalk, lawn or otherwise illegally or improperly parked may be towed by us without notice at the vehicle owner's expense. Neither we nor our management agent, employees or contractors shall have any liability for any damage or theft of vehicles in connection with the removal of a vehicle.
4. Oversized vehicles, commercial vehicles, recreational vehicles, boats or trailers or other oversized vehicles may not be parked in the Community without our consent.
5. We may remove any vehicle at the owner's expense if it reasonably appears to us that the vehicle is abandoned, inoperable, does not display an inspection sticker and/or license plates, or the inspection and/or registration is expired.

- 6. Repairs to vehicles are prohibited on the Community, except emergency repairs.
- 7. Vehicles may be washed only in designated areas. If there is no designated area, then washing vehicles is not allowed.

Recreational Facilities

For the safety of all residents the following Recreational Facilities rules apply:

- 1. If the Community has a pool, you may use the pool but you must pay any required fees, you must use reasonable caution and for your safety you must obey all pool rules and regulations.
- 2. Games, sports and other recreational activities are permitted only in designated areas. All rules and regulations must be obeyed including the days and hours that recreational facilities may be used.
- 3. We may at any time discontinue any recreational services or close down facilities either temporarily or permanently. You understand that our providing recreational facilities is not a condition of your Lease.

I/WE UNDERSTAND AND AGREE TO COMPLY WITH THE ABOVE RULES AND REGULATIONS.

Date	Date
Date	Date
Date	Date



RECREATIONAL FACILITIES WAIVER

This Community offers a certain recreational facilities, which may include a swimming pool, weight room, fitness center, hot tub, sauna, tennis court, volleyball court or basketball court, steam room, or other recreational facilities, as applicable (the "Recreational Facilities").

I agree to use the Recreational Facilities at my own risk. I am aware that I, my family members or guests could be injured while using the Recreational Facilities. I further understand that participation in recreational activities and use of the Recreational Facilities is voluntary and I agree to assume all responsibility and risk of injury that may result. I hereby agree to waive and release any claims against this Community, Home Properties, its affiliates, employees or agents (collectively, the "Management") for any loss, claims or expenses due to personal injury or property damage associated with use of the Recreational Facilities by me, my family or my guests. I further agree to hold the Management harmless from and against any loss, claim or expenses due to personal injury or property damage associated with use of the Recreational Facilities by me, my family or my guests.

I agree to strictly abide by any rules and regulations that may be established by this Community for use of the Recreational Facilities. I acknowledge that use of the Recreational Facilities is a privilege, not a right, and this privilege is revocable by the Community at the discretion of the Management, for failure to abide by the rules and regulations.

I understand that the Recreational Facilities are for the exclusive use of residents of this Community. Prior written approval of the Management, including payment of any guest fee and execution of a Recreational Facilities Waiver, is required before any non-resident may use the Recreational Facilities. I understand that I must accompany at all times any guests who use the Recreational Facilities with my permission. I agree to defend, indemnify and hold the Management harmless from any claims brought by any person who is my guest; or from any claims asserted by any person who claims to have suffered injury or damage as a result of my use or my guest's use of the Recreational Facilities.

I/WE ACKNOWLEDGE AND AGREE TO THE RECREATIONAL FACILITIES WAIVER.

_____ Date

_____ Date

_____ Date

_____ Date

_____ Date

_____ Date



CONSENT TO USE PHOTO/VIDEO FOR ADVERTISING

I hereby consent to the use by Home Properties, L.P., its affiliates, subsidiaries, officers, agents and employees (collectively, "Home Properties") of any photographs and/or video in which I appear, my name and my words, whether reproduced in written, video or other form, for Home Properties' advertising purposes and I hereby release Home Properties from all liability in connection with such use.

Date

Date

Date

Date

Date

Date





RESIDENT CONSENT FOR RELEASE
OF
PERSONAL PROPERTY AND DEPOSITS/REFUNDS

Apartment #: _____

In case of my death or incapacity I, hereby authorize Home Properties, its employees or agents to turn over possession of all my belongings, property or possessions found inside my Apartment and any storage area or garage ("Personal Property") to:

Name: _____ Relationship: _____
Address: _____ Phone #: _____
City, State, Zip: _____ Work Phone #: _____

or alternately to:

Name: _____ Relationship: _____
Address: _____ Phone #: _____
City, State, Zip: _____ Work Phone #: _____

If after thirty (30) days, Home Properties is unable to contact either of the above designated persons or neither of the designated persons has taken possession of the Personal Property, then I authorize Home Properties to store the Personal Property at the expense of my estate. After three (3) months of storage, Home Properties may elect to either: (i) continue to store the Personal Property at the expense of my estate; or (ii) dispose of the Personal Property at the cost of my estate, in accordance with applicable law. I further acknowledge and agree that my security deposit may be applied to cover any such storage and/or disposal costs, and that my estate will pay any balance due to Home Properties. Any transfer of possession of the Personal Property shall be considered a transfer for safekeeping only pending final disposition of my property by a court or probate authority.

I acknowledge that Home Properties will refund my security deposit or other refunds ("Deposits/Refunds") only in the resident's name. I further authorize that the balance due me or my estate, in case of death, will be issued to "The Estate of".

I hereby fully release and absolve Home Properties, its employees or agents of any liability whatsoever, arising out of or caused by their reliance on this release and/or the transfer of possession of my Personal Property or Deposits/Refunds as described above. I further agree that my Estate shall fully indemnify and hold harmless Home Properties, its employees or agents from any and all claims, costs and expenses arising out of or caused by their reliance on this release and/or the transfer of possession of my Personal Property or Deposits/Refunds as described above.

The release shall be binding upon my heirs, assigns, personal representative, beneficiaries or agents.

_____ Date

_____ Date

_____ Date

_____ Date

_____ Date

_____ Date