

EXHIBIT 6

Station Townhouses APARTMENT LEASE

DATE OF LEASE: 8/2/18

LANDLORD: Station Townhouses LLC
c/o Roseland Management Company, LLC (Management Agent)
Address: 7 Sylvan Way, Suite 350, Parsippany, New Jersey, 07054
City/State/Zip: Short Hills, NJ 07078

TENANT(s): Churchill Corp Services
(Referred to in the Lease in the singular "Tenant")

OCCUPANT(s):
(Referred to in the Lease in the singular "Occupant")

LEASED PREMISES:
Property Address: 701 Second Street, N.E.
Apt. #: 154
City/State/Zip: Washington, DC 20002

LEASE TERM: 13

Lease Start Date: 8/2/18 Lease Expiration Date: 9/1/19

PARKING/GARAGE/BIKE RACK DESIGNATION

Parking / Garage Space # Bike Rack #

STORAGE UNIT:

<i>MONTHLY RENT</i>		<i>NON RECURRING CHARGES</i>	
\$2,255.00	Base Rent	\$0.00	Administrative Fee
\$0.00	Monthly Concession Rent	\$650.00	Amenity Fee
\$0.00	Other Concession Rent	\$0.00	Pet Fee
\$0.00	Storage Rent		(Charge is non-refundable)
\$0.00	Bicycle Storage Rent		
\$0.00	Pet Rent		
\$0.00	Parking Rent	\$0.00	Application Fee
\$0.00	Corp. Rent	\$500.00	Security Deposit Amount
\$0.00	Short Term Premium Rent		PNC
\$0.00	Month to Month Rent		500 1 st Avenue
\$2,255.00	Total Monthly Rent		Pittsburgh, PA 15219
\$2,253.00	Prorated Rent	\$0.00	Upfront Concession Amount

Your signature below acknowledges your agreement with the charges and terms as listed above:

TENANT(S):

Nakeya Holmes
Nakeya Holmes (2/21/18)

Nakeya Holmes

Nakeya Holmes (nh)

E-signed 2018-06-01 02:33PM EDT

nakeyar@churchillliving.com



Signature _____ Date _____

Print Name _____

Signature _____ Date _____

Print Name _____

Signature _____ Date _____

Print Name _____

Signature _____ Date _____

Print Name _____

CO-SIGNER:

Signature _____ Date _____

Print Name _____



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LEASE TERMS AND CONDITIONS

This Lease Agreement ("Lease") is made between Station Townhouses LLC ("Landlord"), as the owner of Station House Apartments ("Community") a registered condominium development, through its management agent, Roseland Management Company, LLC ("Management Agent"), and the Tenant, jointly and severally, and conveys possession of the Leased Premises to Tenant, subject to the following terms and conditions.

1. **LEASE TERM AND RENEWAL:** The initial term of this Lease begins on the Lease Start Date and ends on the Lease Expiration Date. This Lease will automatically renew for a monthly term, unless Landlord or Tenant serves the other with written notice of termination at least sixty (60) days prior to the Lease Expiration Date if during the initial term or at least sixty (60) days prior to the date which rent next becomes due if during the renewal term ("Advance Notice Deadline"). Such notice must also meet the notice requirements as defined by paragraph 10 of this Lease. Verbal notice is not valid notice and will not constitute notice of termination as required by this provision.
 - a) Should you provide less than 60 days' written notice; you agree to pay an Insufficient Notice Fee equal to the per-diem rate of your total Rent for each day that you failed to provide timely notice, as permitted by law. Should you fail to provide written notice altogether, you agree to pay an Insufficient Notice Fee equal to two (2) months of your total Rent, as permitted by law.
 - b) If you become a month-to-month Resident, as set forth in "Renewal of Lease", you agree to pay market rent for your Apartment at such time as specified by us, plus a month-to-month premium. This month-to-month premium will be calculated in accordance with the market rate and data compiled by our third party provider Rainmaker LRO. This generated rate will set forth the rate at which your rent will increase on your Month-to-Month Lease Agreement, in the event that you fail to provide a written notice to vacate and fail to vacate your apartment.

2. **OCCUPANCY AND MULTIPLE TENANTS:** Only those persons identified as Tenant and Occupant on page 1 of this Lease may reside or occupy the Leased Premises. No other individuals may reside or occupy the Leased Premises without the prior written authorization of the Landlord. The Leased Premises will be solely used as a residential dwelling unit by the Tenant and Occupant and not by any other individual for any other business purpose. Each Tenant is jointly and severally liable for all Lease obligations. Landlord's requests and notices to any Tenant constitute notice to all Tenants and occupants. Notices and requests from any Tenants or occupant (including repair requests and entry permissions) constitute notice from all Tenants. In eviction suits, each Tenant is considered the agent of all other Tenants in the Leased Premises for service of process. Security Deposit refunds, if applicable, and deduction itemizations of multiple Tenants will comply with paragraph 13 of this Lease. Notices to terminate or vacate must be signed by all Tenants or it will not be considered valid.

3. **RENT:**
 - (a) **Definitions:** "Rent" is defined as all money or amounts, charges, or fees owed or to be paid to Landlord under this Lease, any addenda, or agreement related to the Lease under any applicable law, regulation, or ordinance. Rent shall include, but not be limited, to the following types: (i) "One Time Rent" which are those charges which are defined on Page 1 of the Lease as non-recurring; and (ii) "Monthly Rent" which includes Base Rent, Pet Rent, Storage Rent, Parking Rent, and Additional Rent, which shall include any other money, amounts or charges Tenant is obligated to pay under the Lease, including, but not limited to, late fees, NSF fees, utility charges, amenity fees, or any other monies owed under the Lease.
 - (b) **Rent to be Paid:** Rent shall be payable in advance, without offset, deduction, counterclaim or demand, on or before the first day of each month during the term of this Lease, or renewal thereafter. However, if the Lease Start Date occurs on a day other than the first day of the month, then Tenant shall pay Base Rent for that month in the Prorated Rent amount prior to the signing of the Lease.
 - (c) **Waiver of Notice for Non-Payment of Rent:**

NO NOTICE TO QUIT OR OTHER NOTICE TO TENANT WILL BE REQUIRED BEFORE COMMENCING AN ACTION FOR POSSESSION OF THE LEASED PREMISES FOR NON-PAYMENT OF RENT, ANY NOTICE TO QUIT OR OTHER NOTICE BEING EXPRESSLY WAIVED BY TENANT.
 - (d) **Rent Increase and Lease Changes:** No rent increases or Lease changes are allowed prior to the expiration of the initial term, except for changes authorized by a written addendum or amendment signed by Landlord and Tenant or by reasonable changes of the Community's Rules and Regulations,

If at least five (5) days before the Advance Notice Deadline, referred to in paragraph 1 of this Lease, Landlord provides written notice of rent increases or Lease changes effective when the initial or renewal term ends, the Lease will automatically continue month-to-month (with the increased rent or Lease changes). The modified Lease will begin on the date stated in the notice (without necessity of Tenant's signature) unless Tenant provides proper termination notice as required by paragraph 1 of this Lease.



Acknowledgment of Notice of Exemption:

TENANT ACKNOWLEDGES THAT, PRIOR TO EXECUTING THE LEASE, TENANT WAS INFORMED OF POTENTIAL RENT INCREASES. TO THE EXTENT THAT THE PREMISES ARE NOT REGULATED BY THE RENT STABILIZATION PROGRAM, A NOTICE OF EXEMPTION IS ATTACHED TO THIS LEASE FOR TENANT'S REVIEW AND SIGNATURE.

- (e) **Unreturned Keys:** You acknowledge that you have received the following keys, controlled access devices/codes, transmitters, garage remotes and parking/carport tags:

Controlled Access Key(s) (Apartment Only)	#	(quantity)	#
Mail Box Key(s)	#	(quantity)	#
Common Area Key(s) (i.e. fitness/pool)	#	(quantity)	#
Controlled Access Device/Cards (Resident Access)	#		#
Transmitters	#	N/A	#
Garage Remote(s)	#	N/A	#
Parking Tag(s)/Carport Tag(s)	#		#

You understand that the above items are the only set that will be provided during the term of the Lease and you are not permitted to make duplicates. No additional items will be provided unless this practice is within community-specific standard procedures and we are in agreement. Charges for additional items may apply where applicable. All items must be returned upon move out. In the event that you do not return or misplace any of the keys, controlled access devices/codes, transmitters, garage remotes and parking/carport, the following charges will apply per item:

\$50.00	Apartment Keys	\$10.00	Mail Box Keys
\$50.00	Controlled Access Devices/Passes/FOB's	\$50.00	Garage Remotes
\$10.00	Parking Tag(s)/Carport Tag(s)		

4. PAYMENT:

- (a) **Form of Payment:** All payments for Rent or any other amounts due under this Lease, must be made using the Landlord's Online Portal and ACH Payment System ("Online Portal") as specified by subparagraph 4(a)(1) of this Lease. If Tenant opts out of the Online Portal by written notice to Landlord, Tenant shall make all payments for Rent and any other amounts due under this Lease, which may be required to be remitted by certified funds or by any other method or fashion required by Landlord, at its sole and absolute discretion. Acceptance of payment in any form other than the form defined by this Lease or required by Landlord shall not constitute a waiver of Landlord's right to demand payments in a particular fashion. Landlord, in its sole discretion and without cause, may prohibit Tenant's ability to make payment by check, or in any other form, and may require payment for any amounts due under this Lease to be made by certified check or in any other form as required by Landlord.

- 1) **Landlord's Online Portal and ACH Payment System:** Landlord maintains an online Portal and ACH Payment System for this Building/Complex. This website provides access to information regarding the Community and Resident must access the electronic and automatic payment options for Rent. Tenant must enroll in the Online Portal within fifteen (15) days of executing this Lease so as to ensure timely future payment. Tenant must elect one-time or recurring payments for Rent and will be bound by the general terms and conditions of either election, which is listed at length on the Online Portal and incorporated herein as if set forth at length herein. Tenant understands and acknowledges that: (1) Landlord is not required to accept any other form of payment from Tenant unless required by law; and (2) Landlord reserves the right at its discretion to authorize or prohibit the access and use of the Online Portal and require Tenant to make payment through any method or fashion as demanded.

- (b) **Independent Covenant/Without Reduction:** Tenant's obligation to pay each amount of Rent is an independent covenant of this Lease. Rent is due without any reduction, or deduction from it.
- (c) **Application of Payment:** Landlord reserves the right to apply payments for any amount received, including, but not limited to Rent and Security Deposit, pursuant to its accounting policy. For instance, Landlord may apply the most recent payment by Tenant to the oldest balance owed on Tenant's account.
- (d) **Endorsements or Other Writings on Check:** Landlord also may, in its sole and absolute discretion and without notice, apply any payment Tenant makes to any Rent or other balance owed, regardless of any notation by Tenant on the payment. No endorsement or statements on any payment, check, nor any letter accompanying any check or payment as rent shall be considered a settlement or an agreement with the Landlord. The Landlord may accept such check or payment without prejudice to the Landlord's right to recover the balance of such amounts owed or pursue any other remedy permitted by law.
- (e) **Late Charge:** If Tenant fails to timely pay Rent in full before the fifth (5th) day of the month, Tenant will be charged a late fee of (5.0%) of Monthly Rent. All late charges are immediately due as Rent. Payment for Rent and late charge may be required to be remitted in the form of a cashier's check or certified check. The fact that a late charge is not assessed until the fourth (4th) day of the month does not constitute a grace period for the payment of Rent as Rent is due on the first day of each calendar month.
- (f) **Returned Check:** If any of check, draft, order, or payment is refused or returned for any reason, including, but not limited to, lack of funds or credit, or because of a stop-payment order, Tenant shall pay Landlord a processing charge of Seventy Five Dollars (\$75.00) for each check returned instrument, as well as any other charges permitted under the law, including, but not limited to, any fee charged by Landlord's bank or other depository for the protest or bad check return fee. This charge shall be in addition to any late fee that may also be due. The returned check charge is due with the redeeming payment. Should any check be returned for any reason, Landlord reserves the right, in its sole discretion, and may require any future payments to be remitted in the form of a bank check or bank certified check; or in any other form as required by Landlord.

5. **CONDOMINIUM STATUS DISCLOSURE:** Tenant acknowledges that, prior to entering into this Lease and prior to any occupancy of the Premises leased to tenant under this Lease, Tenant is hereby being advised of the condominium status of the Premises being rented and the apartment community located at 701 2nd Street, N.E., Washington, D.C., which has been filed with the Rental Conversion and Sale Division of the D.C. Department of Housing and Community Development as a condominium known as Station House Condominium (the "Condominium") pursuant to the District of Columbia Condominium Act of 1976, as amended. Tenant further acknowledges that the Premises and this Lease are subject to the terms and provisions of the Declaration and Bylaws for the Condominium, and such rules and regulations adopted from time to time by the unit owners association for the Condominium pursuant to its authority under such Declaration and Bylaws ("Condominium Rules and Regulations"). Tenant agrees that the tenancy created hereunder is subject to the following additional provision:

- a) Tenant hereby agrees to indemnify Landlord and the unit owners association of the Condominium (including its members, directors, officers and agents) for any loss, cost, damage or expense incurred by Landlord or the unit owners association of the Condominium (including its members, directors, officers and agents) directly or indirectly as a result of Tenant's breach of its obligations as set forth in this Section.
6. **EARLY TERMINATION OPTION:** If Tenant is in good standing and not in default at any time period during the course of the Lease, Tenant may terminate the obligations under this Lease early and prior to the Lease Expiration Date if at least sixty (60) days prior to the proposed early termination date: (1) Tenant serves Landlord with written notice signed by Tenant (all Tenants if more than one (1) Tenant) which states Tenant's intent to terminate the Lease early and states the proposed new expiration date, which must be at least sixty (60) days from the date of service of the written notice ("New Expiration Date"; and (2) simultaneous with the delivery of the aforementioned written notice, Tenant delivers to Landlord a payment, which may be required to be remitted in the form of certified funds equivalent to two (2) months Monthly Rent (the "Early Termination Fee"). If Tenant exercises the option to terminate early as defined above, Tenant's obligations under the Lease and right to possession of the Leased Premises will terminate effective the New Expiration Date. If Tenant exercises the option to terminate early as defined above, Tenant will be required to abide by all other terms of the Lease between the date of delivery of the aforementioned notice and the New Expiration Date, including timely paying Monthly Rent. Tenant must vacate the Leased Premises and surrender possession on or before the New Expiration Date. Tenant will be liable for all Rent, and other damages that arise before the New Expiration and



must indemnify the Landlord for any damages it suffers, including any claims from third parties who are unable to move in the Leased Premises as a result of Tenant's failure to vacate by the New Expiration Date.

7. **ANIMALS:** No animals or pets (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the Leased Premises or Community unless Landlord has provided its prior written authorization. Any such authorization will be in the form of and subject to the terms of an Animal Addendum as provided by Landlord. If Landlord authorizes an animal, Tenant shall deliver his signature to the Animal Addendum and pay a non-refundable animal application fee along with any other additional rents, fees or charges as authorized by the Animal Addendum. Tenant shall immediately remove any unauthorized animal from the Leased Premises and the Community. Landlord will authorize a service animal for a disabled (handicapped) person upon written request and proof of need for accommodation. Landlord may require a written statement from a qualified professional verifying the need for the service animal. Tenant must not feed stray or wild animals in the Community.
8. **AMENITIES:** Tenant acknowledges that the monthly Rent does not include payment to Landlord for use of amenities. Tenant shall make a one-time per lease term, non-refundable payment of the Amenity Fee for use, in common with other residents, of the amenities of the Community. The Amenity Fee is not part of the Security Deposit and will not be returned at the end of the Lease. Tenant agrees to follow all Community Rules and procedures adopted by Landlord pertaining to the amenities, which may include, but are not limited to the Party Room, Business Center, Fitness Center, or any other amenity facility or services offered by Landlord (collectively the "Amenities"). Tenant agrees that the use or receipt of any Amenities by Tenant, Tenant's occupants, guests, invitees or guests or invitees of Tenant's occupants or guests, is done so at such person's own risk and sole responsibility and will be subject to the rules governing such Amenities. Landlord does not assume responsibility for any accident, personal injury or damage in connection with such use. Landlord is not liable for failure to operate the Amenities provided. Landlord reserves the right to close any Amenities at any time, in its sole discretion, without notice, and Tenant will not be entitled to a reduction in Rent, or to a return of any portion of Rent or credit, if Tenant's right to use such Amenities is interrupted or discontinued. Tenant agrees to comply with all rules, regulations and procedures adopted by Landlord regarding the availability, access, use and operation of all Amenities by Tenant, Tenant's occupants, guests, invitees or guests or invitees of Tenant's occupants or guests and failure to comply with all such rules, regulations and procedures, shall be a material breach of this Lease.
9. **SURVIVAL UPON DEFAULT:** If Landlord commences steps to regain possession of the Leased Premises pursuant to the applicable law or as a result of Tenant's breach of any provision of the Lease or law, Tenant shall remain liable to Landlord for Rent, damages and any other obligation under the Lease or as recognized under the applicable law, including, but not limited to, Rent that would have occurred through the expiration of the lease term then in effect, or until a new lease is executed and new Tenant performs its duties to make rental payments, whichever occurs first and damages incurred by Landlord by reason of Tenant's breach, including the costs of recovering the Leased Premises. Neither Landlord's retaking of possession of the Leased Premises after Tenant's abandonment or after Landlord obtains possession by the Court due to Tenant's breach, shall be construed as an election by Landlord to terminate Tenant's contractual obligations under the Lease, unless Landlord serves written notice of termination of Lease upon Tenant.

10. **MOVE-OUT NOTICE AND PROCEDURE:** Before moving out, Tenant must serve Landlord with advance written move-out notice signed by all Tenants that meet the conditions provided below. Tenant's move-out notice will not release Tenant from liability for the full term of the Lease or any renewal term and Tenant will still be liable under the Lease through the applicable term as described in paragraph 1 of this Lease unless such notice meets the conditions of paragraph 1 of the Lease. MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING: (a) The move-out notice must be in writing. Oral move-out notice will not be accepted and will not terminate your Lease; (b) The move-out notice must not propose a move-out date sooner than the end of the initial term or renewal term; (c) The move-out date in your notice must be either the last day of the month or the exact day designated in your notice, provided such date is at least sixty (60) days after the date your notice is received; and (d) Landlord must receive advanced written notice of the proposed move-out date. The advance notice must be at least the number of days' notice required in paragraph 1. NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE. Tenant must obtain written acknowledgement from Landlord of receipt of move-out notice. Landlord will provide you with the same advance notice to terminate the Lease, unless you are in default. If the move out notice is served according to the aforementioned requirements, then the move-out date cannot be changed and Tenant must move-out by the date described in the notice, unless Landlord and Tenant both agree in writing. Tenant has no right to terminate the Lease or Tenant's liability under the Lease unless notice is served pursuant to the requirements of this paragraph and paragraph 1 of this Lease. Tenant will remain liable for the entire Lease Term if the proposed move-out date is defective, or the Tenant moves prior to the date that Tenant remains rent responsible through. If Tenant provides a defective Notice to Terminate, Landlord may rely on that document to require Tenant vacate the Leased Premises, but may also continue to hold Tenant liable under the lease term then in effect.

The move-out date cannot be changed unless Landlord and all Tenants agree in writing. Tenant will not move out before the last day of the end of the Lease Term unless all rent for the remaining term is paid in full. Early move-out may result in re-letting charges. Tenant is prohibited by law from applying any security deposit to rent. All Tenants, guests, and Occupants must vacate the premises on or before the vacate date specified in the notice move-out. Tenant must give Landlord and the U.S. Postal Service, in writing, Tenant's forwarding address.

Tenant shall thoroughly clean the Leased Premises, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms prior to move-out. Tenant must follow move-out cleaning instructions if they have been provided. If Tenant does not clean adequately, Tenant will be liable for reasonable cleaning charges – including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled beyond normal wear (that is, wear or soiling that occurs without negligence, carelessness, accident, or abuse) as more thoroughly described in the attachment to this Lease.

If Tenant notifies Landlord in writing prior to the proposed move-out date of an intention to move and the date of the move, Tenant may be present during the inspection of the Leased Premises if Tenant provides a written request to be present at the inspection (unless Tenant has been evicted, ejected, or abandoned the Leased Premises). After receiving move-out notice and the request to be present for the inspection, Landlord will inform Tenant in writing of the time and date on which the inspection will occur. Landlord's representative has no authority to bind or limit Landlord regarding deductions for repairs, damages or charges. Any statements or estimates by Landlord's representatives are subject to correction, modification, or approval/disapproval before final refunding or accounting.

11. **DISPOSAL OF PROPERTY:** If any items of personal property are abandoned in the Leased Premises, or in any storage area provided by Landlord, or on any other portion of Landlord's property, then Landlord may consider such personal property abandoned and Landlord may dispose of the personal property as the Landlord sees fit or appropriate, pursuant to the applicable law.
12. **NOTICE:** All notices between the parties shall be in writing and must be served pursuant to this Lease and the applicable law. The name and mailing address for Notices to be sent may be sent to the Owner's Agent, Roseland Management Company, L.L.C. c/o Station Townhouses, 701 Second St., N.E., Washington, DC 20002.

Owner's Agent can give you written notice in one of four (4) ways. If we give you notice in any of these four (4) ways, you will be considered to have received it, whether you actually received it or not:

- a) We can mail it, postage prepaid, addressed to you at your Apartment, or
- b) We can leave it on or under your Apartment door
- c) We can deliver it to you in person
- d) We can deliver it to you electronically

13. **SECURITY DEPOSIT:** The Security Deposit amount is defined on page 1 of this Lease and, if applicable, includes the Animal Deposit (if any). The total amount of the deposit will not exceed the equivalent of one month's rent.
 - (a) **Delivery of Security Deposit.** Tenant shall deliver the Security Deposit to Landlord prior to executing this Lease or taking possession of the Leased Premises. Tenant's failure to deliver the Security Deposit shall constitute a material breach of this Lease and Landlord may exercise any and all of its rights under the Lease and applicable law to recover the Security Deposit payment. Tenant's execution of the Lease and/or Landlord's delivery of possession to Tenant does not constitute evidence of payment of the Security Deposit. If Landlord disputes receipt of delivery of the Security Deposit, Tenant maintains the burden to prove such delivery.
 - (b) **Deductions and Other Charges.** Tenant will be liable for the following charges, if applicable: unpaid rent; unpaid utilities; un-reimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of Landlord's property that was in or attached to the Leased Premises and is missing; replacing dead or missing smoke detector



batteries; utilities for repairs or cleaning; trips to let in company representatives to remove Tenant's telephone or TV cable services or rental items (if Tenant so requests or has moved out); trips to open the Leased Premises when Tenant or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or re-keying unauthorized security devices or alarm systems; agreed re-letting charges; packing, removing, or storing property removed or stored by Landlord; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security alarm charges unless due to Landlord's negligence; animal-related charges; government fees or fines against Landlord for violation (by Tenant, or Tenant's occupants or guests) of local ordinances relating to smoke detectors, false alarms, recycling or other matters; late payment and returned check charges; a charge (not to exceed \$100.00) for Landlord's time and inconvenience or expenses actually incurred in Landlord's lawful removal of an animal or in any valid eviction proceeding against Tenant, plus reasonable attorneys' fees, court costs, and filing fees actually paid (if awarded by a court); and other sums due under this Lease. Tenant will be liable for charges for replacing all keys and access devices provided at move-in or during the tenancy if Tenant fails to return them on or before Tenant's actual move-out date and any other amounts as authorized by the applicable law.

- (c) **Security Deposit Return.** Landlord will mail Tenant security deposit refund (less lawful deductions) and an itemized accounting of any deductions by first class mail to Tenant's last known address no later than forty-five (45) days after termination of the tenancy unless statutes provide otherwise.

14. **UTILITIES:**

- (a) **Tenant's Responsibility:** In addition to all other fees as defined in this paragraph, Tenant shall pay for the following types utilities, the charges for which shall be calculated based upon the billing method as listed below:

<u>Utility</u>	<u>Billing Method</u>
Electric	Actual Usage (submeter)
Water	Allocated Method – See "Exhibit A"
Sewer	Allocated Method – See "Exhibit A"
Trash	Flat Fee of \$10.00 per month

- (b) **Description of Billing Calculation Methods:** Utilities are calculated and billed to Tenant using the methods listed above. Such methods are further described in the Billing Calculation Description attached as Exhibit A. Landlord may modify the methods used to furnish utilities to the Leased Premises or to calculate any utilities charges after providing written notice at least thirty (30) days in advance of the modification.

- (c) **Utility Charges:** All payments for utilities must be made directly to Landlord, unless Landlord informs Tenant otherwise. Landlord, or its billing company, will send Tenant monthly invoices for the charges related to Tenant's utility use. Tenant shall pay Landlord the utility charges reflected on each invoice by the same day as Rent becomes due for the next month after the invoice date. Any failure to timely pay utility charges shall be a material breach of this Lease. Utility charges shall include all charges relating to utilities designated to be paid by Tenant. Utility charges shall also include any all charges related to utilities, including deposits and any fees, late charges or services on such utilities, including but not limited to any connection or disconnection fees levied for non-payment of utility bills. Tenant must pay a monthly Administrative Charge for the general services if charged by the billing company. The Administrative Charge is as stated on the Bill Calculation Description. Landlord may change the Administrative Charge after giving Tenant written notice at least thirty (30) days in advance, but it will not exceed Tenant's share of the billing company's fee. An additional charge, if included on the Bill Calculation Description, will be added to Tenant's initial statement of account or invoice for utility charges to cover the additional costs of setting up Tenant's account for charges. An additional charge, if included on the Bill Calculation Description, will be added to Tenant's final statement of account or invoice for utility charges to cover the additional costs of off-cycle billing. All utility charges and charges related to utilities are considered "Rent."

Tenant shall promptly contact the local electric utility to establish an account in Tenant's name for the provision of electric service to the Leased Premises. Tenant shall ensure that the start date for each such account is the Tenant's move-in date. In the event Tenant fails to timely establish utility/services (or utilities/services are transferred back to Landlord during the term), Landlord may charge Tenant for any utility/service billed to Landlord with respect to the Leased Premises and may charge a reasonable administration fee (for each month or part thereof) for billing of the utility service in the amount of \$50.00.

- (d) **Billing Company:** Landlord reserves the right to use a third-party provider to perform allocation, billing and related services for some or all utility charges. Landlord has presently contracted with CONSERVICE, INC. to provide such services, but reserves the right to change the service provider and will notify Tenant of such a change.
 - (e) **Other Terms:** Landlord will not be liable for any interruption, outage or fluctuation of any utilities to the Leased Premises, or any resulting damages or losses. Tenant must not allow utilities to be disconnected – including disconnection for not paying bills – until the Lease Term or renewal period ends. Utilities may only be used by Tenant for normal household purposes and must not be wasted. Landlord has no obligation or duty to pay Tenant's utility bills. However, if Landlord chooses to make such payments, Landlord will add the amount of payment to Tenant's Rent and treat such payment as Rent for all purposes, including seeking possession of the Leased Premises for nonpayment of Rent. Tenant shall conserve energy and water. There shall be no heating by kerosene stoves or lighting by lamps other than electric. Landlord may at any time, to the extent permitted by law, change the utility provider for any utilities furnished to all or any portion of the Community.
15. **DELIVERY OF POSSESSION:** Possession will be delivered to Tenant by the Lease Start Date. If Landlord fails to deliver possession to Tenant, Landlord will not be liable to Tenant unless Landlord willfully fails to deliver the Leased Premises and Landlord's failure to deliver is in bad faith. During the delay, rent will abate for each day of the delay and Tenant may terminate the Lease upon at least five (5) days' written notice to Landlord.
16. **COMMUNITY RULES AND POLICIES:** Tenant, and Tenant's occupants, guests and invitees shall adhere and comply with the Community Rules and Policies as set forth in Exhibit B, the terms of which are hereby made a part of the Lease. Landlord may make any reasonable amendments or changes to the rules effective immediately if they are applicable to all units within the Community or as required by the applicable law. Failure to comply with any Community Rule or Policy is a material breach of this Lease.
17. **HARDWOOD/LAMINATE FLOORING:** The Apartment described may or may not have Hardwood/Laminate flooring in part of or throughout the entire Apartment. If the Apartment does have Hardwood/Laminate flooring in part of or throughout the entire Apartment, the following covenants and restrictions shall apply: Due to a potential risk of increased noise/vibrations penetration, the Owner requires of the Resident to install area rugs and padding over at least 80% of the Hardwood/Laminate flooring throughout the Apartment. Resident acknowledges that Resident is required to supply and install, at the Resident's own expense, area rugs and padding to cover at least 80% of the Hardwood/Laminate flooring. Further, the Resident understands and acknowledges that the Owner has the right to demand of the Resident to purchase additional area rugs and padding at the Resident's own expense to cover more than 80% of the Hardwood/Laminate flooring at the sole discretion of the Owner. Further, should the Owner choose during the term of this Lease Agreement to install floor to floor carpeting, the Owner shall upon twenty (24) hours' notice to the Resident have the right to enter the apartment and install such carpeting. The Resident acknowledges and agrees that should the Owner require additional rugs on the Hardwood/Laminate flooring, or should the Owner decide to have the Hardwood/Laminate flooring covered by carpeting, the Resident shall have no cause to reduce or withhold rent nor shall the Resident be permitted to file any action against the Owner regarding the Hardwood/Laminate flooring or seek any damages, monetary or otherwise. Should the Resident fail to cover the Hardwood/Laminate flooring as required in this Lease Agreement, Owner shall have the right to either install rugs or carpeting over the Hardwood/Laminate flooring which shall be charged to the Resident as "additional rent" or commence summary dispossession proceedings against the Resident for failure to comply with the terms and conditions of the Lease Agreement and any and all addendums incorporated or made a part of the Lease Agreement.



18. **CONDITION OF PREMISES:** Tenant accepts the Leased Premises and the fixtures located therein in its "as is" condition at the time Tenant takes possession. Landlord disclaims all implied warranties. The Leased Premises is considered to be in a clean, safe and good working condition at the time Tenant takes possession. Upon delivery of possession to Tenant, Landlord will provide Tenant with a blank Move-In Inspection Report form. Within seven (7) days of possession being delivered, Tenant must deliver to Landlord the Move-In Inspection Report itemizing all damages to the Leased Premises at the time possession was delivered to Tenant. Damages and defects not itemized will be presumed to have occurred during Tenant's tenancy. If Landlord disagrees with the damages and defects described in the Move-In Inspection Report, then within seven (7) days of actual receipt, Landlord will notify Tenant of Landlord's disagreement. If Tenant does not deliver to Landlord the itemization within seven (7) days after delivery of possession, the Leased Premises will be deemed accepted by Tenant and to not have any damages or defects. Acceptance of possession is conclusive evidence that Tenant accepts the Leased Premises in good and satisfactory condition, except as set forth in the Move-In Condition Report. Tenant acknowledges that the Leased Premises has a working smoke detector. The Landlord has made no representations or promises with respect to the Leased Premises, except as set forth in the Lease and the Move-In Condition Report. Tenant will maintain the Leased Premises in the same condition as when Tenant took possession, subject to reasonable wear and tear and will maintain any areas of private use or fixtures found in the Leased Premises in a clean and safe condition and will not commit waste in the Leased Premises or Community. Tenant is encouraged to use cleaning products that are "green"- i.e., reduce health and environmental impact as compared to others. Tenant must dispose of trash at least weekly in appropriate receptacles in accordance with local ordinances and keep the Leased Premises free of rubbish or other waste. Tenant is prohibited from keeping any trash, waste or other items on or in any common area of the Community and must dispose of trash through the trash chute.

Tenant must use customary diligence in maintaining the Leased Premises and not damaging or littering the common areas. Unless authorized by statute or by Landlord in writing, Tenant must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter the Leased Premises or any part of the Community. No holes or stickers are allowed inside or outside the Leased Premises. A reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls is permitted, unless otherwise stated in the Community Rules and Policies. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or re-keying is permitted unless statutorily allowed or advanced written consent has been given by Landlord. Tenant shall not alter, damage, or remove Landlord's property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. When Tenant moves in, Landlord will supply light bulbs for fixtures Landlord furnishes, including exterior fixtures operated from inside the Leased Premises. For as long as Tenant resides in the Leased Premises, Tenant will replace light bulbs at Tenant's expense with bulbs of the same type and wattage. Tenant improvements (whether with or without Landlord consent) becomes Landlord's unless otherwise agreed by Landlord in writing.

19. **DAMAGE TO APARTMENT:** Tenant shall promptly notify Landlord in writing of any damage to the Leased Premises, including, but not limited to, those damages arising from Tenant or Tenant's occupants/guests acts or neglect or arising from other causes. Such notice must be in writing. Tenant's failure to promptly notify Landlord of any such damage in writing will waive Tenant's rights to claim against Landlord and Tenant will hold Landlord harmless, for any damage to Tenant or Tenant's personal property. If Landlord determines the damages are such that the Lease can continue, Landlord will make repairs as required under applicable law. Tenant shall pay and/or reimburse Landlord for the cost of all repairs and damages caused by the Tenant or Tenant's occupants/guests actions or negligence and/or Tenant's failure to timely notify Landlord of the damage or condition. Rent will not abate if Landlord, in its sole opinion, determines the Leased Premises can only be effectively remedied by Tenant temporarily relocating. If the Leased Premises is damaged or destroyed by fire or other casualty and Landlord determines (i) that Tenant's enjoyment of the Leased Premises is substantially impaired and (ii) the repairs required can only be accomplished by Tenant vacating the Leased Premises, Landlord may terminate the Lease by providing Tenant with written notice of intent to terminate the Lease.
20. **INSURANCE:** Tenant agrees that Tenant and Tenant's occupants/guests assume the risk of any loss of or damage to personal property kept in the Leased Premises. Tenant waives and releases Landlord from all claims against Landlord with respect to any loss of or damage to personal property kept in the Community. Tenant is not required to maintain insurance for Tenant's personal property, but it is available and Landlord recommends such insurance in an amount equal to the value of Tenant's personal property.

Tenant must, at Tenant's own expense during the Lease Term and any extension, maintain renter's liability insurance ("Liability Insurance") in the amount of not less than \$100,000.00 to protect Tenant and Tenant's occupants/guests against personal liability for losses incurred by third parties resulting from property damage and injury or death to third persons. The Liability Insurance policy must provide coverage protecting Landlord, as Landlord of the Community, against damage to Landlord's property, personal liability for claims of third persons based on damage to their property or injury or death, and Landlord's attorneys' fees and costs, resulting from Tenant or Tenant's occupant/guest's negligent acts or omissions in or about the Community. Liability Insurance must be provided by an insurance company authorized or admitted to do business in Washington, D.C. Tenant must provide Landlord with evidence of insurance for Liability Insurance, before the Lease Start Date under this Lease and, if Tenant accepts a Renewal Offer, before the start date of any new lease. If Tenant fails to provide the required evidence of insurance before the aforementioned dates, or if Liability Insurance lapses or is suspended or cancelled, such failure, lapse, suspension or cancellation will constitute a material breach of the Lease and Landlord may exercise any and all legal remedies. Tenant shall direct Tenant's insurance company to immediately notify Landlord in writing of any cancellation, suspension, or lapse of Liability Insurance. Tenant's right to possession of the Leased Premises is contingent upon Tenant obtaining and maintaining Liability Insurance.

21. **WARRANTY OF HABITABILITY:** Landlord warrants the Leased Premises is habitable. Landlord shall be exempt from any liability for damage or injury to person or property, or resulting from any cause whatsoever, unless the damage or injury is caused by the Landlord's intentional act or negligence. If services become interrupted due to the necessity of repair or some unanticipated event not reasonably within Landlord's control, Landlord will make every reasonable effort within its control to restore service. In that event, Landlord shall not be liable to Tenant for the interruption of services.
22. **ALTERATIONS AND IMPROVEMENTS:** Tenant is strictly prohibited from altering or improving any portion of the Leased Premises or Community. A non-exhaustive list of examples of prohibited alterations and improvements include, but are not limited to: (a) installation of any additional locks; (b) changes in plumbing, electrical or heating systems; (c) installation, use or storage in the Leased Premises of any waterbeds, clothes dryer, air conditioning, satellite/television antennas, space heaters, propane heaters or any type of portable apartment heater, or permanent heaters; (d) constructing or building anything within the Leased Premises that violates housing or building regulations, or any applicable law, regulation or policy. Alterations or improvements may only be made upon the prior written consent of the Landlord. All alterations and improvements will be at Tenant's sole cost and expense. All fixture improvements will become Landlord's property and will be surrendered with the Leased Premises at the termination of the Lease.
23. **TENANT REPRESENTATIONS:** Tenant acknowledges making certain representations to Landlord about Tenant and or Occupant's credit history, rental history, financial affairs and other information in the rental application or otherwise and that Landlord relied upon such information in determining to lease to Tenant. Tenant warrants that such representations are truthful and accurate. In the event any information is untrue, misleading or incomplete, Landlord shall become immediately entitled to possession of the Leased Premises and may recover any and all of its damages as permitted by the applicable law, including, but not limited to, reasonable attorneys' fees relating to such misrepresentations and may keep any and all deposits, as permitted by law. In the case of Bond Financed or affordable housing communities, Tenant certifies the accuracy of the statements made in the Income Certification, (a) agrees that the family income, family composition and the other eligibility requirements are deemed material obligations of residency, (b) agrees that Tenant will comply promptly with all requests for information from the Landlord, and (c) agrees Tenant's failure or refusal to comply with these provisions is a material breach of the Lease and provides Landlord with the right to exercise all available remedies against Tenant, including commencing action to regain possession of the Leased Premises.
24. **SMOKE DETECTORS:** For as long as Tenant resides in the Leased Premises, Tenant must pay for and replace dead or missing batteries at Tenant's expense. A hard-wired backup has been installed; to the extent Tenant is responsible, electrical service to the Leased Premises must be maintained at all times. Tenant must immediately report smoke detector malfunctions to Landlord. Neither Tenant nor others may disable smoke detectors. If Tenant damages or disables a smoke detector, or if Tenant removes a smoke detector battery without replacing it with a working battery or fails to replace a dead battery or report malfunctions to Landlord, Tenant may be liable to us for all amounts authorized by state statute, plus actual damages, and attorneys' fees for any loss, damage, or fines from fire, smoke, or water. Such action will be deemed a material, non-remedial default under this Lease entitling Landlord to terminate this Lease and obtain possession of the Leased Premises.
25. **RIGHT TO ENTER:** If Tenant or any guest or occupant is present, then repairers, servicers, contractors, Landlord's representatives or other persons listed in (b) below may peacefully enter the Leased Premises at reasonable times for the purposes listed in (b) below. If nobody is in the Leased Premises, such



persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary in emergencies) if:

- (a) written notice of the entry is left in a conspicuous place in the Leased Premises immediately after the entry; and
 - (b) entry is for: responding to Tenant's request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector batteries; retrieving unreturned tools, equipment or appliances; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or re-keying unauthorized security devices; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as Tenant authorized in Tenant's rental application (if a Tenant dies, or is incarcerated, etc); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing the Leased Premises to prospective residents (after move-out or vacate notice has been given); showing the Leased Premises to government inspectors for the limited purpose of determining housing and fire ordinance compliance by Landlord and to lenders, appraisers, contractors, prospective buyers, or insurance agents; or in connection with inspection, response to, or compliance with any citation for any alleged housing code violation.
 - (c) Landlord may enter the Leased Premises after due notice to Tenant and without reasonable objection during business hours. If practical under the circumstances, Landlord will attempt to provide at least twenty-four (24) hours advance written notice of its intent to enter for the above purposes. Landlord may enter the Leased Premises immediately without notice under the following circumstances: an emergency situation; when Landlord has good cause to believe Tenant may have damaged the Leased Premises; if Landlord reasonably believes Tenant is in violation of federal, state or county laws; to stop excessive or unreasonable noise that is disturbing the quiet enjoyment of other residents; to remove health or safety hazards or; to deal with or respond to any situation which is of immediate threat or danger to the health, safety or welfare of our residents or their property, an animal, or the Community.
 - (d) Tenant is deemed to have given Landlord permission to enter the Leased Premises in connection with any request for services, maintenance, or repairs or to respond to housing code complaints. Tenant agrees to cooperate fully in providing Landlord access to the Leased Premises for the same without delay or interference.
26. **LANDLORD LIABILITY:** Landlord is not liable to Tenant, Tenant's occupant, guest, invitees and or agents for any damages or losses to person or property caused by any other Tenant of the Community or any other third party. Tenant shall indemnify, defend and hold Landlord harmless against all claims of loss, injury or damages to property or person arising from Tenant or Tenant's occupant/guest's activity at or use of the Leased Premises or Community which includes, but is not limited to, the use of Amenities and health facilities, if any, at the Community, except as required by law. Landlord is not liable to Tenant, Tenant's occupant, guest, invitees and or agents for personal injury or damage or loss of personal property from fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, acts of terrorism, theft, vandalism, breakage or malfunction of any pipes, plumbing fixtures, air conditioner, or appliances, unless required by law. Landlord is not liable to Tenant for any loss, injury or damage due to interruption or curtailment of heat, hot water, air conditioning, or any other service furnished to Tenant, unless as required by law. If any of Landlord's agents (including employees) render services to Tenant upon Tenant's request (such as moving automobiles, handling furniture, cleaning, or any other services not contemplated in this Lease), such persons will be deemed the agent or employee of Tenant (and not Landlord) regardless of whether payment is made for such service. Tenant agrees to indemnify (reimburse if necessary) and hold Landlord harmless from all losses suffered by Tenant or by any other person in such circumstances.
27. **SECURITY AND SAFETY ACKNOWLEDGMENT:** Tenant and Tenant's occupant/guests must exercise due care for safety and security. Landlord does not promise or guarantee the safety or security of Tenant's person or property against criminal actions of any third parties. The responsibility of protecting the Tenant, Tenant's occupants, guests, agents and invitees from acts of crime is solely Tenant's responsibility and law enforcement agencies. Landlord does not warrant or imply that access controls, alarm systems, devices, locks or personnel employed at the Community, if any, will be operational at any given point in time or will discourage or prevent breaches of security, intrusions, thefts, vandalism, mischief or incidents of violent crime. Further, Landlord reserves the right to reduce, modify or eliminate any access control, alarm system, device or personnel (other than those statutorily required) at any time. Tenant agrees that such action will not be a breach of any obligation or warranty of Landlord. Tenant shall promptly notify Landlord in writing of any problem, malfunction or failure of lights, door locks, window latches, controlled access gates, intrusion alarms, and any other access control system. Tenant acknowledges that Tenant received no representation or warranties, either expressed or implied, as to any security or any access control system on the Leased Premises and Community. Landlord has not represented nor implied that the security of any person or property was or is provided or that the Leased Premises and/or surrounding neighborhood has been or will be free of crime. Tenant agrees Landlord will not be liable for any claim that security or access control system was not provided or was inadequately provided. Tenant shall release and hold Landlord harmless from all claims arising out of criminal acts of third parties. Tenant acknowledges that this will be binding on Tenant's heirs, successors and assigns. Nothing in this paragraph purports to modify any obligation or duty owed by Landlord to Tenant under the applicable law.
28. **MATERIALS IN THE COMMUNITY:** Landlord has not conducted any investigation of the possibility of health related risks associated with electromagnetic field, water quality, air pollution, and the like. Tenant acknowledges that it is Tenant's responsibility to conduct Tenant's own investigation to satisfy Tenant, prior to entering into the Lease, of such risks. As additional consideration for Landlord entering into the Lease, Tenant, for Tenant, Tenant's heirs, successors, assigns, agents, guests, licensees, invites and all others claiming by, through or under Tenant, or who may live in, occupy or use the Leased Premises, hereby (a) expressly assume and accept all risks related to the presence in or near the Community of potentially detrimental health-affecting substances or forms of energy; (b) waives all claims and causes of action of any kind, at law or in equity, whether arising by statute, ordinance, rule, regulation, or otherwise against the Landlord, its respective agents, principals, employees, legal representatives, affiliates, assignees, successors, partners, shareholders, officers and directors with respect to any real or alleged health hazard related to the presence in or near the Community of materials containing or emitting potentially health-affecting substances; and (c) agree to defend, indemnify and hold harmless Landlord against all claims, causes of action, liabilities losses, damages and expenses of any kind, including but not limited to, attorney's fees and litigation costs at both the trial and appellate levels, that Landlord may incur by reason of claims asserted against them that arise out of or are based upon potentially health affecting substances or forms of energy brought, or allowed to be brought, into, or occurring in, near or around the Community by Tenant, Tenant's occupants/guests, agents or by any other person living in, occupying, visiting or using the Leased Premises. Nothing in this paragraph purports to modify any obligation or duty owed by Landlord under applicable law.
29. **HAZARDOUS MATERIALS:** Tenant may not bring any hazardous or toxic materials onto the Community. If Tenant's transportation, storage, use or disposal of hazardous or toxic materials on the Community results in contamination of the soil or surface or groundwater, or loss or damage to person(s) or property, then Tenant agrees to: (1) notify Landlord immediately of any contamination, claim of contamination, loss or damage, (2) after consultation and approval by Landlord clean up, at Tenant's cost, the contamination in full compliance with all applicable statutes, regulations and standards, and (3) indemnify, defend and hold Landlord harmless from and against any claims, causes of action, penalties, costs and fees, including reasonable attorney's fees and consulting fees arising from or connected with any such contamination, claim of contamination, loss or damage. This provision will survive the expiration or termination of this Lease.
30. **CONDEMNATION:** If the whole or any part of the Leased Premises shall be taken or condemned for any public or quasi-public use or purpose, the term and all rights of the Tenant under the Lease (other than the right of Tenant to seek a partial refund of the current month's rent) shall terminate on the date of the title vesting in the condemnation. Landlord may terminate this Lease upon ten (10) days' notice to Tenant. If the Lease is terminated, Landlord shall refund prorated rent and all deposits, less deductions. Award or awards shall be the property of Landlord without apportionment, and the Tenant assigns to the Landlord any and all interest, which the Tenant might have in and to such award or awards,
31. **ILLEGAL ACTIVITY:** Neither Tenant, Tenant's occupants, guests, invitees, family nor agents will engage in, conspire or facilitate any criminal activity or drug activity. Landlord reserves the right under applicable law to immediately terminate the Lease for any criminal activity that threatens health or safety or any illegal drug-related activity, including, but not limited to, possessing or possessing with the intent to distribute or distributing, manufacturing marijuana or any unlawful controlled dangerous substance or as the term is defined in the criminal statutes of the District of Columbia or the United States of America. Any violation of this paragraph shall be deemed a violation of the Lease and Landlord reserves the right to exercise any and all rights authorized under this Lease and the applicable law.
32. **PROHIBITED BEHAVIOR:** Tenant and Tenant's occupants/guests may not engage in the following activities on or about the Leased Premises or Community: (a) loud or obnoxious behavior, (b) disturbing or threatening the rights, comfort, health, safety, or convenience of others (including Landlord's



agents or employees) (c) disrupting business operations (d) damaging or defacing any property on or about the Community, including, but not limited to, automobiles, motorcycles, bicycles and other vehicles, (e) possessing, selling, delivering or manufacturing any controlled or illegal substances or drug paraphernalia, (f) engaging in or threatening violence, (g) possessing a weapon prohibited by applicable law, (h) discharging a firearm in the Community, (i) displaying or possessing a gun, knife, or other item which is intended to be used as a weapon, (j) soliciting business or contributions; (k) using any portion of the Leased Premises or Community for a non-residential use or any business purpose, (l) storing anything in closets having gas appliances, (m) tampering with utilities, (n) bringing hazardous materials into the Community, (o) having or using glass containers in the pool, if any, or common areas, (p) using candles or kerosene lamps, (q) tampering with utilities or telecommunications or (r) injuring Landlord or its agents' reputation by making bad faith allegations against others, or (s) engaging in any conduct which is unlawful, criminal or illegal.

Tenant and Tenant's occupants/guests shall also: keep all doors leading from and into the Community and Leased Premises closed at all times, and Landlord reserves the right to close all such doors in the event of a violation of this provision; keep the volume of any radio, television or musical instrument in the Leased Premises at a sufficiently reasonable level.

In order to prevent noise caused by walking on the floors in the Leased Premises, Landlord may require, at its sole discretion, that Tenant install sufficient carpeting to eliminate noise in contiguous apartments. Tenant's or Tenant's guests or occupant's failure to adhere to any of the terms of this provision constitutes a material breach of the Lease and Landlord may exercise any and all its rights recognized under applicable law.

33. **CONDUCT OF OCCUPANTS, GUESTS AND INVITEES:** Tenant is responsible for the conduct of Tenant's occupants, guests, invitees, or agents on or at the Community or Leased Premises. Landlord may bar or exclude any of Tenant's guests, invitees or agents whose conduct, in Landlord's sole judgment, violate any local law or ordinance, any state or federal law, any provision of the Lease or Community rules, or disturb other tenants, visitors, Landlord or its agents. Landlord may also exclude any person who refuses to show photo identification or refuses to identify himself or herself as a Tenant, occupant, invitee or guest of a Tenant. Landlord may treat any conduct of Tenant's occupants, guests, invitees or agents described in this paragraph as conduct of the Tenant and may enforce its rights against the Tenant as if such conduct was an act of Tenant.
34. **REIMBURSEMENT FOR DAMAGE:** Tenant shall be liable for any and all Landlord's damage, loss, costs or injury caused by Tenant or Tenant's occupants, guests, invitees or agent's actions or omissions, whether intentional, willful, or negligent. Tenant shall immediately reimburse Landlord for the loss, damage, injury or cost of repairs or service caused by Tenant or Tenant's occupants, guest's, invitee's or agents. Landlord may require payment at any time, including advance payment, for repairs for which Tenant is liable. Any delay by Landlord to demand reimbursement is not a waiver of such right. Landlord may, in its sole and absolute discretion, repair any damage or loss caused by Tenant or Tenant's occupants, guests, invitees or agents. Any sum expended to perform such repair shall immediately constitute "Rent" and be payable to Landlord on demand.
35. **REPAIRS: ALL REQUESTS FOR REPAIRS (IF APPLICABLE), INSTALLATIONS, OR SERVICES, OR SECURITY-RELATED MATTERS MUST BE IN WRITING TO LANDLORD OR LANDLORD'S DESIGNATED REPRESENTATIVE** (except in emergencies involving immediate danger to person or property, including, but not limited to, fire, gas, smoke, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). For purposes of this paragraph, communications sent by electronic means (e.g., e-mail or facsimile) will be considered to be given in writing. This provision is not waived by Landlord complying with or responding to any oral request regarding security or non-security matter. To protect Landlord's property, Tenant agrees to promptly notify Landlord in writing of any water leaks, electrical problems, broken or missing locks or latches, or other condition that poses a hazard to property, or person's health, or safety. Landlord reserves the right to change or install utility lines or equipment serving the Leased Premises if the work is done reasonably without substantially increasing Tenant's utility costs. Landlord may turn off equipment and interrupt utilities as needed to avoid property damage, injury or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, Tenant must notify Landlord or Landlord's representative immediately, and failure to do so will cause Tenant to be liable for additional damages done as a result of Tenant's non-action and lack of notification. If heating facilities or other health-required equipment malfunctions, Tenant must notify Landlord or Landlord's representative as soon as possible on the next business day. Landlord shall act with customary diligence to make necessary repairs and re-connections in order to avoid injury to persons or property, taking into consideration when casualty insurance proceeds are received. Rent will not abate. Landlord makes no express or implied promises to make repairs to the apartment. Landlord's making repairs is not an implied warranty to repair, but decisions on repairs shall be made on a case-by-case basis. However, Tenant is hereby required to notify Landlord of all items requiring repair prior to initiating Tenant's own repairs.
36. **SECURITY, CRIME OR EMERGENCY:** Landlord is not obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by statute. If control or intrusion alarms are provided, Tenant will be furnished with written operation instructions. It is the obligation of Tenant to read these instructions and bring any questions to the attention of Landlord. Tenant shall notify Landlord promptly of any known problem, defect, malfunction or failure of door locks, window latches, lighting, controlled access gates, intrusion alarms and other security-related devices. If security systems, security devices or security services are utilized at the Community, no representation is made by Landlord that they will prevent injury, theft or vandalism and, unless otherwise provided by law, Landlord is not liable to Tenant or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. Landlord reserves the right to reduce, modify or eliminate any security system, security devices, or security services (other than those statutorily required) at any time and without notice to the Tenant, and such action shall not be a breach of any obligation or warranty on the part of Landlord. Landlord is not responsible for obtaining criminal background checks on any Tenant, occupant, or guest in the Community. Tenant shall dial 911 or immediately call local fire, police, or Emergency Medical authorities in case of fire, smoke, or suspected criminal activity involving imminent harm. Tenant should then contact Landlord or Landlord(s) representative. If Tenant or any occupant or guest is affected by a crime, Tenant must file a written Incident Report with Landlord or Landlord(s) representative and with the appropriate local law enforcement agency. Tenant shall furnish Landlord with the law-enforcement agency's Incident Report number upon request.
37. **SUBLET, ASSIGNMENT AND REPLACEMENT:** Tenant is prohibited from subletting, assigning or attempting to replace Tenant. Landlord's acceptance of rent from persons other than Tenant will not be deemed to be consent to an assignment of the Lease or subletting of the Leased Premises, nor will it create a landlord/tenant relationship between Landlord and such other persons, but rather, the Leased Premises will remain subject to the tenancy created by the Lease until properly terminated. Assignment of the Lease or subletting of the Leased Premises without our prior written consent is a material breach of this Lease and any such attempted assignment of sublease shall be void. Landlord may, in its sole discretion, authorize Tenant sublet or assign the Lease or replace Tenant with a proposed replacement Tenant subject to Landlord's application criteria and process. The proposed sub-Tenant or replacement Tenant must pass the application process, per Landlord's qualification standards. If a proposed replacement Tenant is approved, then, at Landlord's option: (1) the proposed replacement Tenant must sign this Lease with or without an increase in the total security deposit; or (2) any remaining tenant(s) and the proposed replacement Tenant must sign an entirely new lease. Unless Landlord agrees otherwise in writing, the Security Deposit will automatically transfer to the replacement Tenant as of the date the replacement. The departing Tenant will no longer have a right to occupancy or a Security Deposit refund, but will remain liable for the remainder of the original Lease Term unless Landlord agrees otherwise in writing – even if a new lease is signed. Even if a sublet, assignment or replacement is authorized and the proposed sub-Tenant is approved, Tenant remains fully liable for the payment of Rent and the performance of all other obligations under the Lease.
 - a) **PROHIBITION OF SHORT-TERM RENTALS/SUBLETTING/ASSIGNMENTS:** Under no circumstances are you permitted to rent, sublet, assign, transfer, or permit space in the Premises to occupants on a short-term or transient basis, or for any short-term occupancy that may be governed by or prohibited by state or local laws, including, but not limited to, those applicable to transient housing, code violations or hotel taxes. You are specifically prohibited from advertising the Premises for rental by short-term or transient occupants on websites such as Airbnb, craigslist, Expedia, Hotels.com or any other similar locator sites. Any violation of these short-term stay provisions, or any loss we incur as a result thereof, shall be a material breach of your lease. In addition to all other remedies we have under this Lease, you agree to indemnify us and assume full responsibility for any and all losses that we incur, including attorneys' fees and costs.
38. **SALE OF PROPERTY:** If Landlord sells its ownership interest in any part of the Community in which the Leased Premises is located to another party ("New Landlord"), Landlord may transfer the Security Deposit to New Landlord for Tenant's benefit. Landlord has no obligation to notify Tenant of any sale, whole or in part, of the Community or Leased Premises.
39. **DEFAULT AND REMEDIES:**
 - (a) **Default:** Tenant will be in default if:



- 1) Tenant fails to pay Rent or other amounts, fees or charges owed by Tenant;
- 2) Tenant or any guest or occupant violates this Lease, Community Rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs;
- 3) Tenant abandons the Leased Premises;
- 4) Tenant provides incorrect or false information in the leasing application;
- 5) Tenant or any occupant is arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; and/or
- 6) Any illegal drugs or paraphernalia are found in Leased Premises or on Tenant's person while on or at the Leased Premises or Community's grounds.

(b) **Eviction:** If Tenant is in default, Landlord may seek to end Tenant's right of occupancy by giving Tenant a written notice to cure or vacate in accordance with District of Columbia law. Landlord is not required to provide notice of non-payment of rent, and Landlord may proceed to institute eviction proceedings at any time Tenant's rent is overdue. Notice may be by (a) regular mail; (b) certified mail, return receipt requested; (c) personal delivery to any Tenant; (d) personal delivery at the Leased Premises to any occupant over sixteen (16) years old; or (e) affixing the notice to the outside of the Leased Premises' main entry door. Termination of Tenant's right of possession or subsequent re-letting does not release Tenant from liability for future rent or other Lease obligations, subject to Tenant and Landlord's duties to mitigate damages as provided by this Lease or by applicable law. After giving notice to vacate or filing an eviction suit, Landlord may still accept rent or other sums due if allowed under applicable state or local law; the filing or acceptance does not waive or diminish Landlord's right of eviction, or any other contractual or statutory right. Accepting money at any time does not waive Landlord's rights to damages; past or future rent or other sums; or to continue with eviction proceedings.

(c) **Holdover:** Tenant or any occupant, invitee, or guest must not hold over beyond the date contained in Tenant's move-out notice (or beyond a different date agreed to by the parties in writing). If a holdover occurs, then: (a) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (b) rent for the holdover period will be increased by twenty-five percent (25.0%) over the then-existing rent, without notice; (c) Tenant will be liable for all rent for the full term of the previously signed Lease of a new resident who cannot occupy because of the holdover; (d) at Landlord's option, Landlord may extend the Lease Term – for up to one month from the date of notice of lease extension – by delivering written notice to Tenant or the Leased Premises while Tenant continues to hold over; and (e) Landlord may bring an action for eviction and for damages in conformance with the District of Columbia Code.

(d) **Other Remedies:** Landlord may report unpaid amounts to credit agencies. If Tenant defaults and moves out early, Tenant will pay us any amounts stated to be rental discounts, concessions or abatements, in addition to other sums due. Such rental discounts, if any, were conditional upon Tenant's compliance with all rental obligations under this Lease, or as otherwise provided by law. Upon Tenant's default, Landlord shall also have all other legal remedies, including Lease termination. In the event Landlord obtains the service of an attorney and takes legal action against Tenant in connection with any breach by Tenant of any of the terms or conditions of this Lease, Tenant covenants and agrees to pay Landlord's reasonable attorney's fees, plus all court costs, the costs of any special process server employed by Landlord, and all other additional costs that may be incurred, as a court or tribunal of competent jurisdiction may award, in the event that legal action is instituted against Tenant. All unpaid amounts after termination of the Lease and tenancy bear interest at the rate of eighteen percent (18.0%) per annum. Tenant must pay all collection agency fees if Tenant fails to pay all sums due within ten (10) days after Landlord may mail Tenant a letter demanding payment and stating that collection agency fees will be added if Tenant does not pay all sums by that deadline.

(e) **Mitigation of Damages:** If Tenant moves out early, Tenant will be subject to the damages and amounts due specified in this Lease and all other remedies authorized by law. Landlord will exercise customary diligence to re-let the Leased Premises and minimize damages and will credit all subsequent rent that actually received by Landlord from subsequent residents against Tenant's liability for past-due and future rent and other sums due.

40. **JOINT AND SEVERAL LIABILITY:** If more than one (1) Tenant is identified as a Tenant on page 1 of the Lease, each Tenant is jointly and severally liable for all Lease obligations. Tenant is responsible for causing all persons identified as Occupants who reside in the Leased Premises and other persons who are present in the Leased Premises or Community at Tenant's or Occupant's express or implied invitation or request ("Guest") to comply with the Lease, and Community Rules and Procedures. Any violation of the Lease, or Community Rules and Procedures by Occupant or Guest is considered a violation by Tenant. Landlord's notice or request to any Tenant shall constitute notice to all Tenants and Occupants. Any notice and request from any Tenant (including notices of Lease termination, repair requests, and entry permissions) constitute notice from all Tenants and Occupants. Security Deposit refunds will be by one (1) check jointly payable to all Tenants.
41. **SUBORDINATION:** This Lease shall be subject and subordinate to any renewals of any mortgage or mortgages now on the Leased Premises or any new mortgage or mortgages which any Landlord of the Leased Premises hereafter at any time may elect to place on the Leased Premises. The Tenant agrees, upon request at any time, to sign any paper which the Landlord may consider necessary to accomplish that end. If Tenant does not do so, the Landlord is irrevocably empowered to sign such paper in the name of the Tenant as the act and deed of the Tenant.
42. **LIENS:** Tenant shall not allow any mechanic's lien or other lien to be filed against the Community or Leased Premises. Landlord may encumber the Leased Premises or Community by mortgage or deed of trust and if such instruments are created and recorded, they will be a lien on the Community superior to Tenant's rights in this Lease. Foreclosure of any mortgage or sale under deed of trust will not constitute constructive eviction and Tenant will attorn to purchasers at foreclosure or sale.
43. **GUARANTOR:** Any person signing this Lease, not as a Tenant, but as a guarantor hereby automatically guarantees to the Landlord the payment of all Rent, damages, fees, costs, and the performance of any and all obligations of the Tenant under this Lease and any extensions, and modifications thereof as well as liability under any holdover provisions. All guarantors hereby waive notice from the Landlord of any breach by Tenant, extension of the Lease, modification of the Lease, or any change to the rental agreement between the Tenant and Landlord. Guarantor also waives notice of any breach, notice to cure, waiver, notice to quit, forbearance by Landlord, or forgiveness by Landlord between the Tenant and Landlord. Guarantor is liable for all Rent, fees, costs, damages, possession costs and reasonable attorney's fees as the Court may award.
44. **EARLY TERMINATION OF LEASE BY SERVICE MEMBER:** If Tenant is a member of the United States armed forces, or a member of the National Guard serving on full-time duty or as a Civil Service technician with a National Guard Unit, and (i) receives orders for a permanent change of station to depart thirty-five (35) miles or more (radius) from the Leased Premises, or (ii) has received temporary duty orders in excess of three (3) months duration to depart thirty-five (35) miles or more (radius) from the Leased Premises, or (iii) is discharged or relieved from such active duty, full-time duty, or technician status, or (iv) is ordered to report to government-supplied quarters resulting in the forfeiture of basic allowance for quarters; then, in any such event, that Tenant may terminate Tenant's obligations under the Lease by serving Landlord a written notice of termination along with a copy of Tenant's official notification of the orders, or a signed letter confirming the orders, from Tenant's commanding officer. The termination will become effective on a date not less than thirty (30) days after the first date on which the next rental payment is due and payable after the date on which the written notice is given. The termination date shall be no more than sixty (60) days prior to the date of departure necessary to comply with the official orders or any supplemental instructions for interim training or duty prior to the transfer.
45. **INTERPRETATION OF LEASE:** Neither Landlord nor any of its representatives have made any oral promises, representations, nor agreements other than those set forth herein. This Lease (and any Addenda attached hereto) is the entire agreement between Tenant and Landlord and it may be amended only in writing signed by both Landlord and Tenant, unless agreed to otherwise within the terms of this Lease. Landlord's representatives (including management personnel, maintenance personnel, employees and agents) have no authority to waive, amend, or terminate this Lease or any part of it, and no authority to make promises, representations, or agreements that impose security duties or other obligations on Landlord or Landlord's representatives unless in writing and signed by Landlord or Landlord's agent. All notices and documents must be in writing and may be in English or, at Landlord's option, at Tenant expense, in any language that Tenant reads or speaks. No action or omission of Landlord or Landlord's representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Landlord not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights is not a waiver under any circumstances. Exercising one remedy will not constitute an election or waiver of other remedies. All remedies are cumulative. No employee, agent, or management company is personally liable for any of Landlord's contractual, statutory, or other obligations merely by virtue of acting on Landlord's behalf. This Lease binds any subsequent Landlord. Neither an invalid clause nor the omission of initials invalidates this Lease. All provisions regarding Landlord's non-liability and non-duty apply to Landlord's employees, agents, and management companies.



46. **TERRORISM:** Tenant warrants and represents to Landlord that Tenant is not, and shall not become, a person or entity with whom Landlord is restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism,) or other governmental action and is not and shall not engage in any dealings or transaction or be otherwise associated with such persons or entities. A default under the terms of this paragraph shall be deemed as a material default under the terms of the Lease, and Landlord shall be entitled to exercise all rights and remedies at law or in equity. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this paragraph and other terms of the Lease, the terms of this paragraph shall control.

47. **MOLD AWARENESS:** Mold is found virtually everywhere in our environment – both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. There is conflicting scientific evidence as to what constitutes sufficient accumulation of mold which could lead to adverse health effects. Nonetheless, appropriate precautions need to be taken.

Preventing mold begins with you. The Tenant is hereby notified that the Leased Premises are subject to the infestation of mold or mildew if not properly maintained. When moldy materials are disturbed, some molds produce toxic chemicals which may contaminate the Leased Premises' air space. Tenant acknowledges that routine visual inspections for mold growth or signs of water damage and wetness is the most reliable method for identifying the presence of mold or mildew and should be addressed immediately.

Tenant agrees to maintain the Leased Premises in a manner that prevents the occurrence of an infestation of mold or mildew in the Leased Premises. Tenant agrees to comply with the following:

- a) Tenant shall immediately report any water intrusion, such as plumbing leaks, drips or "sweating" pipes;
- b) Tenant shall limit the sources of indoor humidity by increasing fresh air ventilation and warming cold surfaces where condensation occurs;
- c) Tenant shall use bathroom fans and open interior windows while showering or bathing and exhaust fans when cooking. Tenant will immediately report to Landlord any non-working fan or window;
- d) Tenant shall use all reasonable care to close all windows to prevent rain or outdoor water from penetrating;
- e) Tenant shall clean and dry any damp or wet building materials and/or personal property within twenty-four (24) to forty-eight (48) hours;
- f) Tenant shall conduct a visual inspection for the presence of mold growth inside the Leased Premises at least once per month, including window frames and on carpets; ceiling tiles, and on any currently or formerly damp material made of cellulose (such as wallpaper, books, papers, and newspapers); all indoor plants; and personal property;
- g) Tenant shall immediately report to Landlord if significant mold growth is noted. Most mold can be cleaned by using water and detergent or bleach, and drying the surface completely afterwards; and
- h) Tenant agrees not to bring any personal property into the unit that may contain mold, especially "soft possessions" such as sofas, mattresses, and pillows.

48. **LOCAL LAWS AND ORDINANCES:** It is the intent of the parties to comply with the laws of the District of Columbia. The terms of this Lease may be modified by another addendum which conforms to the laws of the jurisdiction in which this Community is located. If there is any conflict in the terms of that addendum and this Lease, the conflicting terms of that other addendum shall control. In the event no other addendum is attached to this Lease and the local laws or ordinances provide additional rights or remedies not included herein, this Lease is amended by reference to such local laws and ordinances to incorporate the terms, rights, or remedies thereof herein. It is the intent of the parties to have this Lease construed to include any such rights or remedies herein, and the provisions of such laws or ordinances shall supersede and control over the language of this Lease to the extent they are in conflict. If any of the provisions of this Lease are found to be unenforceable or void, then Landlord and Tenant agree that such unenforceable lease provisions shall be disregarded by the court, and the remaining enforceable provisions of this Lease will remain enforceable and binding on both Landlord and Tenant and will be enforceable to reflect the intent of the parties. Tenant acknowledges receipt from Landlord of a copy of the following provisions of the Housing Regulations of the District of Columbia: Chapter 1, Sections 101 and 106.

49. **SMOKE-FREE BUILDING:** The term "smoking" refers to using or possessing any cigar, cigarette, pipe or any other item containing tobacco or a tobacco product while that tobacco or product is burning, lighted, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product.

Tenant acknowledges that, to the extent allowed by applicable law, the building in which the Leased Premises is located has been designed as a "smoke-free building." Smoking is prohibited in the Leased Premises. Smoking is further prohibited in all buildings located within this Community, including all common areas and individual apartment units. Smoking is also prohibited within twenty-five feet (25 ft.) of the exterior of any building located within this Community. Tenant acknowledges that the prohibition against smoking includes smoking in any areas of the Leased Premises or the building, including patio or balcony areas, building interiors, hallways, stairwells, facilities, and elevators.

Tenant acknowledges that Tenant is responsible for the conduct of Tenant as well as Tenant's guests, invitees and contractors with respect to compliance with this paragraph of the Lease. Tenant warrants that Tenant will inform any occupants, guests, invitees and contractors of the restrictions found within this paragraph. Tenant acknowledges that Tenant is responsible for the conduct of Tenant as well as Tenant's occupants, guests, invitees and contractors with respect to compliance this paragraph of the Lease.

50. **PARKING:** Landlord reserves the right to make rules for the use of all parking; to place limitations upon use of parking at any time after the beginning of the term of this Lease; to issue parking stickers for identification of valid vehicles; to institute a reasonable charge for such use at any time after the beginning of the Lease Term; and to make changes in the rules, regulations and charges from time to time. Tenant understands that if Landlord provides Tenant with garage accommodations, such garage accommodations are optional facilities and may not be included in the rent. Parking and or garage privileges / accommodations will not be furnished to Tenant without Landlord's prior written authorization, which shall only be obtained by the execution of a Parking License Agreement by Tenant and Landlord and the Tenant's full performance of the terms contained therein. Tenant and Tenant's occupants, guests or agents are prohibited from using any garage or parking space(s) unless a Parking License Agreement is entered into between the parties. No representation is made that sufficient garage or parking space is available for all residents or that the present number of spaces will always be available.

Tenant and Tenant's occupants, guests, invitees or their respective agents must observe all parking rules and regulations as posted or indicated by Landlord and/or local authorities. Parking of vehicles in other than designated parking areas is prohibited. No boats, trailers, trucks, buses, or commercial vehicles will be permitted on the parking lots, driveways or garages without prior written permission. Motorcycles must be parked in areas designated for motorcycles. Unless otherwise agreed in writing, mini-bikes, motor scooters or go-karts may not be kept, stored or operated on or about any unit(s) or on or about any part of the Community. Parking and/or driving on grass or the placement of any type of vehicle on a patio or balcony is prohibited. The parking areas are for use only by properly tagged, functioning and authorized motor vehicles. Any vehicle that does not comply with the foregoing provisions will be towed away by Landlord at the vehicle owner's risk and expense. The repair, maintenance, washing and/or testing of motor vehicles and/or their engines anywhere within the Community is strictly prohibited unless Landlord designates a specific area for such purpose. Tenant agrees to remove or cause to be removed any of Tenant's vehicles, or vehicles of Tenant's guests, occupants, invitees from the parking areas or garage promptly upon the expiration or termination of this Lease. The parking of vehicles in violation of the terms of this Lease, requiring the vehicles to be towed, will constitute a material breach of the terms of this Lease.

Landlord may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the Community if it:

- a) has a flat tire or other condition rendering it inoperable;
- b) is on jacks, blocks or has wheel(s) missing;
- c) has no current license or no current inspection sticker;



- d) belongs to a Tenant or occupant who has surrendered or abandoned the Leased Premises;
- e) is parked in a marked handicap space without the legally required handicap insignia;
- f) is parked in a space marked for manager, staff, or guest at the office;
- g) blocks another vehicle from exiting;
- h) is parked in a fire lane or designated "no parking" area;
- i) is parked in a space marked for other resident(s) or unit(s), or the vehicle blocks or occupies more than one space;
- j) is parked on the grass, sidewalk, or patio; or
- k) blocks garbage trucks from access to a dumpster.

Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's attorney in fact to remove any vehicle parked in violation of this Lease, parking rules or regulations and to store the vehicle, at Tenant's cost and expense, in such place or places as Landlord, in its sole discretion, may deem proper, or to dispose of the vehicle in the manner provided by applicable law. A lien for the costs and expenses of towing and storing a vehicle may be enforced by Landlord in the manner and to the extent provided under applicable law. Tenant agrees to indemnify and hold Landlord harmless from claims and all costs and expenses incurred, including but not limited to reasonable attorney's fees, resulting from the towing of motor vehicles belonging to Tenant, Tenant's occupants and/or their respective agents, employees, invitees or guests.

51. **PACKAGES:** In order to allow Landlord to be able to accept packages on Tenant's behalf, Tenant must, in writing, authorize Landlord to do so. Tenant's authorization for Landlord to accept packages on his/her behalf is at Tenant's sole risk, and Landlord shall not be liable for any package delivered for Tenant. In the event that Landlord receives and accepts any package on Tenant's behalf, whether or not authorized to do so, Tenant agrees that Landlord does not assume any responsibility for loss of or damage to Tenant's package or goods contained therein. Landlord may refuse any package for any reasons regardless of cause and without notice. Tenant further agrees that all other additional services provided by Landlord, are done at the convenience of Tenant and shall be terminable, without notice or cause. Tenant agrees that Landlord does not assume any responsibility for loss or damage to any such services.
52. **LOCKS AND LATCHES:** Keyed lock(s) will be re-keyed after the prior resident moves out. The re-keying will be done either before Tenant move in or, if the Leased Premises has a keyless deadbolt on each exterior door, within ten (10) days after Tenant move in. Tenant may at any time request Landlord to (a) install one keyed deadbolt lock on an exterior door if it does not have one; (b) install a security bar and/or sliding door pin lock on each sliding glass door; (c) install one keyless deadbolt on each exterior door; (d) install one door-viewer on each exterior door; and (e) change or re-key locks or latches during the Lease Term. Landlord will reasonably comply with those requests within a reasonable time, but Tenant must pay for the requested work in advance.

Lockouts: In the event that Tenant is locked out of the Leased Premises during Landlord's normal business hours, Landlord will, if Tenant is personally present to request the use of the "emergency" key, either provide access to the Leased Premises or will provide a key. The "emergency" key shall not be given to a person who is not named on the Lease as a resident or occupant. It is, therefore, critical that as a resident of the community, Resident takes note of the following:

- a) Make sure that all appropriate household members are aware of the policy.
- b) Resident is to ensure that he or she has a Government issued photo ID at all times. Resident will be requested to produce this prior to gaining access to the apartment home.
- c) Take appropriate measures to ensure that each member of the Resident's household is educated on being aware of their surroundings.
- d) In the unfortunate circumstance that Resident should be locked out of the apartment after normal business hours, Resident will be responsible for contacting the on-call maintenance employees to gain access to the apartment home. Resident will be required to complete a Request for Entrance Form, and will need to provide pertinent personal information along with a signature in order to be granted access.
- e) Resident will be responsible for a \$150.00 charge incurred for gaining access to the apartment. This fee is non-negotiable and must be paid in full to the management office or drop box within twenty-four (24) hours. Such fee shall be considered additional rent.

Paying for Re-keying, Repairs, Etc. Tenant must pay for all repairs or replacements arising from misuse or damage to security devices by Tenant or Tenant's family, occupants, or guests during Tenant's occupancy. Tenant may be required to pay in advance if: (a) Landlord notifies Tenant within a reasonable time after Tenant's request that Tenant is more than thirty (30) days delinquent in reimbursing Landlord for repairing or replacing a security device which was misused or damaged by Tenant, Tenant's guest or an occupant or; (b) if Tenant has requested that the repair, install, change or re-key the same security device during the thirty (30) days preceding Tenant's request and we have complied with Tenant's request. If Tenant fails to return keys at the termination of Tenant's tenancy, Tenant will be responsible for re-keying charges for all locks.

53. **EXTERMINATION:** Tenant shall be solely responsible to take reasonable measures to prevent and cure the appearance of pests within the Leased Premises (including, but not limited to, roaches, ants, bed bugs, spiders, rodents and other such pests). Tenant shall keep the Leased Premises clean and free of all matter that may attract such pests. Tenant shall promptly notify Landlord, in writing, of the presence of pests.

Tenant shall be liable to Landlord for any damage or injury to person or property sustained by Landlord, its agents or employees or by the Leased Premises as a result of Tenant's failure to comply with the terms, covenants or conditions of this paragraph. Any pest control fees incurred by Landlord will be charged to Tenant at the time of treatment and/or service. In addition, unless prohibited by statute or otherwise stated in the Lease, Landlord may conduct extermination operations in Tenants' Leased Premises several times a year, in Landlord's sole discretion and Landlord's own cost as needed in Landlord's judgment to prevent insect infestation. Landlord's own actions to prevent infestation shall in no way relieve Tenant of Tenant's responsibilities to prevent and cure the appearance of pests within the Leased Premises, as set forth above. Landlord will notify Tenants in advance of extermination in Tenants' Leased Premises, and give Tenant instructions for the preparation of the Leased Premises and safe contact with insecticides. Tenants will be responsible to prepare the Leased Premises for extermination in accordance with Landlord's instructions. If Tenants are unprepared for a scheduled treatment date Landlord will prepare Tenants' Leased Premises and charge Tenants accordingly. Tenants must request extermination treatments in addition to those regularly provided by Landlord in writing.

Tenant shall perform the tasks required by Landlord 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 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 Leased Premises; 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, Tenant will agree to the following: Tenant will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water; Tenant will thoroughly clean, off premises, all luggage, handbags, shoes and clothes hanging containers; Tenant will cooperate with Landlord's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.

Tenant shall notify Landlord in writing prior to extermination of any health or safety issues related to extermination or insecticide use.

54. **CONDOMINIUM DISCLOSURE:** Tenant acknowledges and agrees that, prior to entering into this Lease and prior to Tenant's occupancy of the Premises, Tenant has been advised that Landlord has filed and registered with the District of Columbia Department of Housing and Community Development an Application for Condominium Registration and Public Offering Statement for a condominium regime known as "Station House Condominium." The building in which the Premises is located, and the land owned by Landlord upon which the building was constructed, are included within Station House Condominium. The Premises will comprise all or a portion of one or more condominium units within Station House Condominium at such time as Landlord completes the recordation and establishment thereof. Tenant hereby acknowledges and agrees that Landlord has the sole and exclusive right to complete the recordation and establishment of Station House Condominium at any time and without further notice to Tenant, by recording a Declaration and Bylaws of Station House Condominium among the Land Records of the Office of the Recorder of Deeds of the District of Columbia, and by filing the Plat and Plans of Condominium Subdivision of Station House Condominium among the Condominium Records of the Office of the District of Columbia Surveyor. A copy of the Registration Order of Station House Condominium to be



issued and/or issued by the D.C. Department of Housing and Community Development will be and or is available for inspection by lessee upon request. The Premises, this Lease and the Tenant's right to use and occupy the Premises shall be subject to and subordinate in all respects to the provisions of the Declaration, Bylaws and Plat and Plans of Station House Condominium (the "Condominium Instruments") upon recordation of those instruments and to such other rules and regulations as the Board of Directors of the Unit Owners Association of Station House Condominium may from time to time promulgate (the "Rules and Regulations"). Any violation by Tenant or failure by Tenant to comply with the provisions of the Condominium Instruments or the Rules and Regulations (except for the payment of assessments and other monetary obligations required of unit owners), as the same may be amended from time to time, shall constitute a material breach and default of this Lease. Tenant hereby acknowledges and agrees that the Board of Directors of the Unit Owners Association of Station House Condominium shall have the right to proceed directly against Tenant for any such violations by Tenant, including, without limitation, the power to terminate this Lease and/or to bring summary proceedings to evict Tenant in the Landlord's name, upon forty-five (45) days' prior written notice to Landlord. Tenant hereby agrees to indemnify Landlord and Station House Condominium Unit Owners Association (including its Board of Directors) for any loss, cost, damage or expense incurred by Landlord or Station House Condominium (including its Board of Directors) directly or indirectly as a result of Tenant's breach of its obligations as set forth above.

55. **DEATH, INCAPACITATION OR LEGAL DISABILITY:** Upon death of all named Tenants hereunder, the Lease shall automatically terminate. It is understood and agreed that no interest in the Lease, the leasehold estate created hereby or the Leased Premises will pass to Tenant's heirs, administrators or assigns by will, intestacy, gift or grant. If the Lease is terminated by virtue of Tenant's death, the termination of the Lease shall not relieve Tenant's estate from responsibility for payment of Tenant's outstanding obligations under the Lease, nor for the payment for the use and occupancy of the Leased Premises during the administration of the estate until the Leased Premises is actually vacated by all occupants, guests or invitees, including any remaining persons identified as Tenants or Occupants within this Lease.
56. **DISCLOSURE RIGHTS:** If someone requests information about Tenant or Tenant's rental history for law-enforcement, governmental, or business purposes, Landlord may provide such information and Tenant provides Landlord with authorization to make such disclosures at its discretion, and/or as required under the applicable law. Tenant further authorizes Landlord to include Tenant's name and/or apartment unit within the call-box or community directory, if any.
57. **WASHER / DRYER:** If the Premises contains a washer/dryer, then the following provisions shall apply. Tenant shall use the washer/dryer found in the Premises with reasonable care and solely for the purposes of washing, laundering and drying Tenant's clothing. Tenant has Landlord's permission to use the washer and dryer in the Premises subject to the terms of the Lease. Such permission does not act to convey and interest of any kind, possession or otherwise, in the washer/dryer, other than a mere right to use the washer/dryer for the washing and drying. Such permission is limited to Tenants and Occupants use only for such persons clothing and cannot be transferred or assigned in any manner. Tenant agrees to be fully responsible for all maintenance and servicing of the washer/dryer, as follows: (a) proper cleaning of dryer filter after each use; (b) routine inspection of all water hose connections and drain; and (c) routine inspection of dryer vent connection. Additionally, damage to the pumps, filters or electrical services is the responsibility of the Tenant. Tenant will be responsible for damage to washer/dryer beyond normal wear and tear. Tenant is also responsible for any damage to the washer/dryer caused by the Tenant or Tenant's occupant, guest, invitee or agent's negligence, recklessness, willfulness. In addition, Tenant is further responsible for any damages caused by the washer/dryer caused by Tenant or Tenant's occupant, guest, invitee or agent's negligence, recklessness, willfulness. Tenant further agrees that Landlord will not be responsible for the damages, loss, and destruction, caused by the washer/dryer, unless caused by or resulting from Landlord's negligence in the operation, care or maintenance of the washer/dryer. Tenant will not alter the washer/dryer without our prior written consent of Landlord. If Tenant wrongfully alters the washer/dryer without written permission from Landlord, Tenant will be liable for any damages to the washer/dryer caused by such an alteration. Upon termination of the Lease, Tenant will be required to promptly remove any property within the washer/dryer and return the washer/dryer to Landlord in the same condition it was conveyed to Tenant, absent normal wear and tear. If Tenant fails to remove the any such items, Tenant authorizes Landlord to remove such property at Tenant's cost and expense and further authorizes Landlord to dispose the property without any liability to Landlord. Landlord maintains the right to terminate the permission granted in this provision and remove the washer and dryer with or without cause.
58. **CAPTIONS:** Captions are inserted only as a matter of convenience and for reference and in no way to define, limit or describe the scope of this Lease, nor the intent of its provisions.
59. **SIGNATURES:** This Lease shall not be binding until signed by Landlord, or Management Agent.
60. **SEVERABILITY:** In the event that a provision or a portion of any provision of this Lease shall be held to be unenforceable, invalid, null, void, or a violation of public policy, such provisions shall be severed from this Lease, and the remainder of this Lease shall continue in full force and effect.
61. **WAIVER:** The failure of the Landlord to insist on strict performance of any of the covenants or conditions of this Lease or to exercise any option conferred in this Lease in one or more instances shall not be considered a waiver or relinquishment of any such covenants or conditions for the future.
62. **GOVERNING LAW AND SEVERABILITY:** The terms of this Lease shall be governed by the laws of the District of Columbia.
63. **GENDER:** The terms "Landlord," "Management Agent," "Tenant," "Occupant," "Guest" and all other terms as defined or used herein or any person used in place thereof, shall mean and include the masculine and the feminine and the singular or the plural number according to the context hereof.
64. **WAIVER OF HOMESTEAD RIGHTS:** Tenant hereby waives and renounces for Tenant, or Tenant's Occupants, Guests, family or any third party, any and all homestead rights and exemption rights of Tenant under or by virtue of any laws, if any.
65. **NON-DISCRIMINATION:** Landlord is an equal opportunity housing provider and complies with all federal, state, and local fair housing laws and regulations. Landlord does not discriminate in any way based upon race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, victim of an intra-family offense, or place of residence or business.
66. **SUCCESSORS:** Landlord and Tenant are bound by this Lease. All parties who lawfully succeed to their rights and responsibilities are also bound. If Tenant dies or is adjudicated bankrupt or makes an assignment for the benefit of Tenant's creditors, this Lease may, at Landlord's sole and absolute option, cease and the Leased Premises will be surrendered to Landlord. To the extent permitted under applicable law, Landlord reserves the right in such events to reenter and repossess with any notice to quit hereby waived by Tenant.
67. **CONSENT OF PUBLICATION:**
 - a) The Resident agrees to authorize Owner, its agents, employees and representatives, to use, re-use, publish or republish photographs, videos, or other forms of visual media, taken of the Resident, his or her family, guests, invitees or agents, as well as the use of likeness of same, in marketing materials, including, but not limited to print, online and video-based marketing materials, as well as other publications by the Owner, its agents, employees and representatives, and on all social media platforms. The Resident also agrees to authorize the Owner, its agents, employees and representatives to edit, alter or otherwise change the aforementioned visual media or use of likeness.
 - b) The Resident agrees to indemnify, release and hold harmless, the Owner, its agents, employees and representatives in any claims in connection with the publication of forms of visual media and use of likeness, including, but not limited to claims associated with the violation of privacy, confidentiality, libel and slander.
 - c) The Resident acknowledges and agrees that the publication of aforementioned visual media or use of likeness confers no rights of ownership or royalties whatsoever. The Resident agrees to indemnify, release and hold harmless the Owner, its agents, employees and representatives in any claims thereof. The Resident also acknowledges and agrees to seek no compensation for the publication of aforementioned visual media.
 - d) The Resident acknowledges that the consent provided by the Resident conveys an irrevocable, perpetual and unrestricted right for publication and the use of likeness to the Owner.



ROSELAND
RESIDENTIAL TRUST

— A MACK CALL COMPANY —

BUILDING VISIONARY LIFESTYLE

Station House

By signing below, Tenant(s) acknowledges that Tenant(s) understands these Community Policies and will accept and comply with them.

MANDATORY FOR ALL RESIDENTS TO REVIEW AND APPROVE THE FOLLOWING TOPICS:

Tenant(s) agrees to abide by the terms of:

- a) Paragraph 3(c): “Waiver of Notice for Non-Payment of Rent”
- b) Paragraph 5(a): “Condominium Status Disclosure”
- c) Paragraph 23 of the Lease concerning “Smoke Detectors” and or any other applicable laws or requirements.

TENANT INITIALS:

nh (initial) _____ (initial) _____ (initial) _____ (initial) _____ (initial)
 Co-Signer

TENANT(S):

Nakeya Holmes
Nakeya Holmes (Jun 1, 2018)

Signature _____ Date _____

Nakeya Holmes

Print Name

Nakeya Holmes (nh)

E-signed 2018-06-01 02:33PM EDT

nakeyar@churchillliving.com



Signature _____ Date _____

Print Name

Signature _____ Date _____

Print Name

Signature _____ Date _____

Print Name

CO-SIGNER:

Signature _____ Date _____

Print Name

LANDLORD:

Station Townhouses LLC
by Roseland Management Company, L.L.C, its Authorized Agent

By: Jenny Maldonado

Print Name _____ Date _____

Jenny Maldonado
Jenny Maldonado (Jun 5, 2018)

Signature _____

Director of Operations

Title
Station Townhouses LLC
Roseland Management Company, L.L.C.
7 Sylvan Way, Suite 350, Parsippany, NJ, 07054

Jenny Maldonado

E-signed 2018-06-05 08:31PM EDT

j Maldonado@roselandres.com

Roseland

Director of Operations



Adobe Sign Transaction Number: C6JCHBCAADA411A0Q6664R5Im00MNFqWglVlFqpe_V



Station Townhouses

EXHIBIT A

How is my Utility Bill Calculated at Station House?

Here's how Utility Billing works:

When it comes to the billing of utility costs, Landlord wants to ensure that energy consumption is measured accurately and fairly. That's why Station House is a direct customer of **CONSERVICE, INC.**, a worldwide leader in utility billing for water, sewer, electric and trash, and other services consumed by the Tenants. This means that the utility providers send bills to Station House which includes charges for water, sewer, electric and trash that the Tenant consumes in the apartment. These utility costs are passed on to the Tenants through **CONSERVICE, INC.** Tenants will receive a utility bill from **CONSERVICE, INC.** every month.

All monthly charges are due and payable to Station House on the 1st of the month along with the rent. And, if Tenant decides to move out, a final bill will be generated. The amount of money Tenant will pay each month for water and sewer are based on a Ratio Utility Billing System (RUBS). Here's how it works:

Water Charges

The water charges billed to the Tenants are based on the monthly utility bills from the local utility provider. To calculate Tenant's monthly water bill, the total utility bill amounts for the entire community is reduced by the designated percentage for a common area deduction (10%) used in community common areas (like the Leasing Office and Fitness Center). The remaining amount is then spread over each apartment based on the number of occupants. Please note that Station House absorbs the cost of vacant apartments in addition to the common area deduction. The example below shows exactly how it works:

****This is an example only****

Start with a total water bill for the community:	\$5,000
Then, subtract 10% for common areas:	\$5,000 - \$500 = \$4,500
Total that will be allocated among the apartments:	\$4,500
This amount is divided by the total occupants for the entire community:	\$4,500 / 500 occupants = \$9.00
This gives the cost-per-occupant:	\$9.00 per occupant
If Tenant's apartment has two (2) occupants, Tenant's monthly water bill would be \$18.00:	\$9.00 x 2 occupants = \$18.00

Sewer Charges

The sewer charges billed to the Tenants are based on the monthly utility bills from the local utility provider. To calculate Tenant's monthly sewer bill, the total utility bill amounts for the entire community is reduced by the designated percentage for a common area deduction (10%) used in community common areas (like the Leasing Office and Fitness Center). The remaining amount is then spread over each apartment based on the number of occupants. Please note that Station House absorbs the cost of vacant apartments in addition to the common area deduction. The example below shows exactly how it works:

****This is an example only****

Start with a total sewer bill for the community:	\$8,000
Then, subtract 10% for common areas:	\$8,000 - \$800 = \$7,200
Total that will be allocated among the apartments:	\$7,200
This amount is divided by the total occupants for the entire community:	\$7,200 / 500 occupants = \$14.40
This gives the cost-per-occupant:	\$14.40 per occupant
If Tenant's apartment has two (2) occupants, Tenant's monthly sewer bill would be \$28.80:	\$14.40 x 2 occupants = \$28.80

Electric Charges

The electric charges are calculated based on actual usage based as determined by submeter reading.

Trash Charges

Trash charges are billed to the community by a local provider. Tenants currently pay a flat rate of \$10.00 per month for trash; please note that this rate may fluctuate should the provider change its rates. Station House absorbs the cost for vacant apartments during each billing cycle. Please note this rate is subject to change with a thirty (30) day notice.

Administrative Charges

This fee is charged by **CONSERVICE, INC.** on a monthly basis to service and bill the Tenant's account for the applicable utilities. Services provided by **CONSERVICE, INC.** include calculating the allocated amounts, maintaining the Tenant information, and mailing statements for each account. This fee covers the actual costs of such administrative services. The administrative charge is currently \$3.68 per month. Station House has the right to change this amount with a thirty (30) day notice if the charge is altered or changed.

Please note the above examples are for informational purposes only. They may not reflect actual charges on your utility statements.



Station Townhouses

EXHIBIT B

COMMUNITY RULES AND POLICIES

GENERAL

- a) **Windows:** No modification, alteration or change may be made to any window blinds. There may be no tin foil, sheets, blankets, or any type of coverings other than blinds installed by the Landlord over the windows. All apartment windows 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..
- b) **Balconies/Patios/Decks:** Balconies, patios and decks shall be kept in a clean and neat condition at all times. The following items are prohibited from being present, stored, hung or draped on any Community balcony, patio or deck: rugs, towels, laundry, clothing, household appliances, equipment, barbecues, bicycles, trash, or any other types of similar items. Dirt and debris may not be shaken on or swept over the edge of any balcony, patio or deck. Smoking is prohibited on all balconies, patios and decks. Planters or flower boxes are: (☒) not permitted on the edges of the balcony or window; (☐) permitted but must be secure so that there is no danger of them falling. **Absolutely no grilling on balconies/patios/decks is permitted.**
- c) **Bathroom and Kitchen Fixtures and Appliance:** The bathroom and kitchen fixtures and appliances cannot 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 may be thrown therein. You may not place metal, string, dental floss, grease, coffee grounds, nut shells, glass, olive or fruit pits, corn cobs, paper, wire, bones or non-food in disposal or sinks. If you cannot eat it, your disposal cannot eat it! You shall be 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.
- d) **Shower Curtains:** Shower curtain and liner must be installed on all showers without shower doors. Such curtain and liner must measure a minimum length to cover the distance from the shower rod to the inside of the tub to ensure water will not leak from sides of tub. Tenants are responsible for the cost of purchasing a shower curtain and liner. If a Tenant does not provide the proper curtain and liner they may be held responsible for any damages due as a direct result of a short shower curtain or liner.
- e) **Disruptive Behavior:** The following is prohibited on or within any part of the Community: (i) any conduct which unreasonably disturbs threatens or interferes with the comfort, enjoyment, health, safety or convenience of any residents of this Community or management; (ii) any behavior which causes a disruption to business operations; (iii) causing any excessively loud noises or sounds; (iv) and any threatening conduct or other behavior which violates any provision of the Lease, law, regulation, etc.
- f) **Laundry Facilities:** If a laundry machine is not operating properly, Landlord must be notified. Shoes are prohibited from being washed or dried in any Community laundry machine and cannot be placed within any washer or dryer machine. Use of the laundry machines is limited to individual household use and cannot be used for any commercial purposes. Tenant shall be responsible for damage(s) resulting from the misuse of the laundry equipment and to reimburse Landlord for the costs incurred to repair the laundry equipment caused by Tenant or Tenant's occupant, guest or invitee.
- g) **Wall Hangings:** You may use nails and regular hangers when hanging pictures, mirrors, etc. You may 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.
- h) **Clutter:** Common areas must be kept clear at all times. Do not obstruct them with trash, boxes, toys, bicycles, baby carriages, plants, etc. No such items are permitted in the parking areas, courtyards, sidewalks, lawns or other common areas of the building. All such articles will be immediately impounded, and a charge may be made for their return.
- i) **Trash:** Trash is not to be left outside your apartment or on the balcony, and is not to accumulate in your apartment. There is a trash chute or trash dumpster enclosure located on each floor in a specified location on the property. Resident, guest, and occupants shall abide by all rules adopted by Landlord with respect to trash and waste. All residents, and their guests or occupants shall dispose of all appropriately sized trash and waste into the trash chute and shall not leave debris on the floor. All newspapers and other paper items must be placed into the recycling bin labeled for paper that is located in each trash room. Ashes and cigarette butts must be completely out before placing such trash into the compactors. Furniture items such as desks, chairs, beds, mattresses, sofas, etc. are not to be left on the Premises for disposal. Residents are responsible for the removal of these items at your own cost. Violators of these policies are subject to a fine in the amount of **\$50.00** per individual violation and any other out of pocket costs incurred by Landlord a result of such violations, at the discretion of the Director of Operations.
- j) **Grilling:** Grilling is prohibited on or within the Community except those common area grills and grilling areas authorized by Landlord subject to any posted signage or other rules or regulations.
- k) **Fuel-Burning Appliances or Fuel-Burning Decorative Items:** Any and all Fuel-Burning Appliances or Fuel-Burning Decorative Items such as a "portable fireplace" are not permitted on the Premises.
- l) **NON-SMOKING BUILDING:** No smoking is permitted anywhere on the premises, including but not limited to your apartment, balconies, common hallways, elevators, stairwells and lobbies. Failure to abide by the terms of this provision shall be considered a breach of this lease. Owner reserves all rights and remedies in the enforcement of this provision including but not limited to the institution of eviction proceedings. In addition, any damages to the premises caused by your failure to abide by these terms shall be charged to you as additional rent.
- l) **Utility Closets:** No items may be placed in utility closets for storage purposes at any time. We reserve the right to inspect these areas at any time.
- m) **Dry Cleaning:** If this drop-off/pickup service is provided, it is done so as a convenience and you agree not to hold Landlord or us 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 forty-eight (48) hours notice.
- n) **Packages:** Tenant shall pick up any package(s) with twenty-four (24) hours of delivery. The following types of packages are prohibited: any package that lacks a complete or accurate address, contains non-perishable item, weighs over fifty (50) lbs., contains illegal or dangerous substances or that exceeds more than twenty-four (24) by forty-eight (48) inch box. Landlord may refuse delivery of any package, at its sole discretion, for any reason.
- o) **Moving:** Moving of furniture is permitted to and from the apartments only between office hours. You must remove any packing cases, barrels or boxes, which are used in moving. If packing cases, barrels, boxes or other containers are removed by us, you will be billed for the cost of such a removal.
- p) **Safekeeping of Articles:** Our employees, other than front desk attendants, will not accept keys or articles of any description from or for the benefit of you. If packages, keys or other articles are left with the employees of this building, the sole risk of loss or damage is upon you.
- q) **Bicycles:** If provided, bicycles are to be stored in the bicycle storage room at your own risk. Bicycles are not to be moved through any lobby or left on balconies/patios/decks.
- r) **Wiring:** You may not install or tamper with any wiring in or outside of the Leased Premises or install any aerial for television or radio on roof, balcony or exterior of building.
- s) **Weight Limitations:** You may 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. If you fail to do so within twenty-four (24) hours, Landlord or its agent will enter your apartment and remove such items at your cost without liability for the ultimate condition of the item removed. Fish tanks that are kept in apartments shall not exceed ten (10) gallons.
- t) **Recycling:** You agree to cooperate with any and all recycling programs that we put in place or which are required by law.
- u) **Doormats:** Doormats are prohibited in the hallways of the community. We will dispose of any that we see, in order to maintain the overall appearance of the community.
- v) **Humidity and Moisture Control:** Tenant is responsible for keeping the Leased Premises clean and habitable, including maintaining proper ventilation of the Leased Premises and preventing conditions that are conducive to mold growth. Tenant shall control humidity and moisture levels in the Leased Premises through proper operation of the heating, ventilation and air conditioning (HVAC) system and all plumbing fixtures, and Tenant shall notify us immediately upon the discovery of any water leaks, standing water, condensation on interior surfaces, high humidity, musty smells, and visible mold



- anywhere in the Leased Premises. Tenant agrees that Landlord, and their respective employees, or agents, shall not be liable for any damages or injury to Tenant's occupants, family, agents, employees, invitees, or guests, or to any person entering the Leased Premises that may result from Tenant's failure to maintain proper humidity and moisture controls or failure to timely notify Landlord of problems relating to moisture, humidity or mold.
- w) **Directory:** Only the names of the Tenants as set forth on the Lease may be placed upon the bells, mailboxes or doors. The appearance of any other names shall constitute a violation of this Lease.
- x) **Construction:** Tenants may not build or put up any dividers, closets or the like. If such items have been constructed, they must be removed without delay.
- y) **Violation:** Any violation of the above Policies and Procedures is a material breach of the lease, and shall entitle the Landlord to terminate the Tenant's lease and terminate the Tenant's possession of the Apartment in accordance with law. A waiver of one or more acts shall not constitute a waiver for subsequent violations. (This means that the Landlord can still enforce these rules and seek the Tenant's eviction, even if the Landlord has excused the Tenant from a similar violation in the past.)

USE OF COMMON AREAS, AMENITIES, AND FACILITIES

We know that you value your time so we have designed our amenities with you in mind. We offer a complete amenity area for our Tenants. The facilities at Station House are for the use of Tenants and their guests unless otherwise noted.

The use of all common areas, amenities, and recreational facilities (together, "Amenities") located at the Community is a privilege and license granted by Landlord, and not a contractual right except as otherwise provided for in the Lease. Such permission is conditioned upon adherence to the terms of the Lease, the Community Rules and Policies in effect at any given time, and all rules posted in the relevant amenity area, or other applicable regulations. Such permission may be revoked by Landlord at any time for any lawful reason. In all cases, the strictest terms of the Lease, these Rules or any other regulations control. Landlord 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 Landlord and in its sole and absolute discretion, without notice, obligation or recompense of any nature to Tenant. Landlord reserves the right to amend or change these Rules as authorized by the applicable law. We reserve the right to deny use of the Amenities to any person found in violation of any of our policies.

GUEST POLICIES:

- Please visit the Leasing Office to reserve your guest pass prior to inviting your guest to the clubhouse.
- No more than two (2) guest passes per apartment home will be issued on Holidays or Weekends.
- Guests must register during the week but are not limited with their number of guests, as long they don't abuse the policy. Guests in excess of two (2) are allowed without a pass during the weekday but must have special advance permission from the Leasing Office.
- There will be no charge for children five (5) years of age and younger when accompanied by a Resident fourteen (14) years of age or older. All guests must be accompanied by a Resident of at least fourteen (14) years of age while using any of the amenities at the Community.
- No guest of the Resident may occupy the apartment for more than fourteen (14) days in a twelve (12) month period unless a residency application is filed with the Owner and accepted by the Owner. Occupancy by a guest beyond the above period shall constitute a breach of the Owner's Policies and Procedures.

SWIMMING POOL / SPA POLICIES:

- LIFEGUARD SUPERVISION: The Swimming Pool/Spa is SUPERVISED. The Pool should only be used when the Lifeguard is on duty. Instruction from the Lifeguard should be adhered to at all times.
- IDENTIFICATION OF RESIDENTS AND GUESTS: The Swimming Pool/Spa is available for use by Residents and their accompanying guests. Proper resident information is required and will be checked. There is a guest limit of two (2) guests per apartment. Guests agree to use the Swimming Pool/Spa at their own risk and will only be permitted when accompanied by the Resident.
- AGE REQUIREMENT: Persons under sixteen (16) years of age must be accompanied by a parent or guardian.
- DIAPERS: Children in diapers are permitted in the Swimming Pool/Spa provided diapers are covered with rubber/plastic pants. Diapers may not be disposed of at the Swimming Pool/Spa site. They must be taken with the Resident when leaving the Swimming Pool/Spa.
- CONTAINERS: Please use only unbreakable containers in the Swimming Pool/Spa area.
- HEALTH DEPARTMENT REGULATIONS: As per health department regulations, the Swimming Pool/Spa 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.
- TRASH: You must use the provided trash receptacles for cigarette butts, beverage containers and litter.
- BATHING SUITS: Regulation bathing suits must be worn in the pool and sauna area. No cut-offs or thongs are permitted.
- CONDUCT: You may not play with or misuse the ropes and life rings. You may not hang or sit on any ropes in pool. You may not wear hairpins or rollers or use excessive suntan oil in the pool. Profanity, horseplay, bicycle riding, skating, riding toys, scuffling, loud music or harassment of other swimmers will not be permitted. Owner and/or Owner's agents may prohibit any activity at its sole discretion. Swimming devices (i.e. artificial flotation devices, floats, tubes, swimmies, etc.) will not be permitted in the pool.
- LIABILITY: Owner and/or Owner's agents will not assume responsibility for any injury incurred in or around the Swimming Pool/Spa area.
- HOURS: Please refer to your move-in kit or to pool sign for pool hours. Pool is open from Memorial Day to Labor Day.

OTHER POLICIES: You must follow other policies as posted in the pool and recreational facility area.

BILLIARDS POLICIES:

- Billiards is to be played in a round-robin fashion. Residents should take turns playing and winner stays on the table.
- The Billiards Room is available for use by Residents and their accompanying guests. There is a limit of two (2) guests per apartment home. Guests agree to use the Billiards Room at their own risk.
- Please do not sit or walk on the billiard table.
- Food or drinks are not permitted on or near billiard table.
- Jump shots, masse shots, throwing balls, and hitting sticks are not allowed.
- Players are responsible for any and all equipment damaged.
- Please do not attempt to repair equipment at your own volition. Report any broken or damaged equipment to the Leasing Office.
- Management is not responsible for your lost or stolen items.
- Persons under the age of fourteen (14) are only permitted to use the table when accompanied by a parent or guardian.

FITNESS CENTER POLICIES:

- The Fitness Center is not supervised. PLEASE USE AT YOUR OWN RISK!
- The Fitness Center is available for use by Residents and their accompanying guests. There is a limit to two (2) guests per apartment home. Guests agree to use equipment at their own risk.
- Proper resident identification is required and will be checked.
- Be considerate! Unruly conduct or disrespect will not be tolerated. If someone is waiting to use a piece of cardio equipment, please limit your use to thirty (30) minutes.
- Please do not attempt to repair equipment on your own. Report any broken or damaged equipment to the Leasing Office.
- No food, drink or chewing gum is allowed in the Fitness Center. Only water bottles and sport drinks are allowed.
- Proper attire must be worn. Absolutely no sandals, boots or heels are permitted in the Fitness Center.
- Please wipe down equipment after each use.
- Owner and/or Owner's agents are not responsible for any lost or stolen personal items.
- Children under the age of sixteen (16) are permitted in the Fitness Center only when accompanied and supervised by parent or guardian. Supervised means the parent or guardian responsible for the minor child must be able to see the child at all times and is actively watching the child to ensure the equipment is being used in the correct manner as it was designed.
- Parent or guardian is responsible for the safety and actions of the minor child while using the Fitness Center.
- No strollers, baby carriages, car seats or other child transportation devices are permitted in the Fitness Center.
- Please be courteous and share.



BUSINESS CENTER / CYBER CAFE POLICIES:

- Please limit use of computer to twenty-five (25) minutes if Resident is waiting.
- Please do not attempt to repair equipment of your own volition. Please contact the Leasing Office should you experience technical difficulties. Residents are responsible for any and all equipment damage.
- Food or drinks are not permitted on or near the equipment.
- Inappropriate web sites should not be accessed
- The downloading or installation of programs is not allowed.
- Owner/Owner's agent is not responsible for any lost or stolen personal items.
- Persons under the age of fourteen (14) are only permitted when accompanied by a parent or guardian.

DOG WASH STATION POLICIES:

- Hours of Operation are 6am to 11pm.
- The dog wash station is available on a first-come, first served basis.
- By entering into and using the self-serve dog wash station, you agree to waive all liability against Owner and/or Owner's agent for any injuries to you and your pet.
- Pets may not be left unattended in the dog wash station.
- Resident must clean up after themselves and their pet after use.
- Please do not attempt to repair items in the room on your own.
- Persons under the age of fourteen (14) are permitted only when accompanied and supervised by a parent or guardian. Supervised means the parent or guardian responsible for the minor child must be able to see the child at all times and is actively watching the child.
- Management Company is not responsible for any lost or stolen personal items.

AUTOMOBILE AND PARKING POLICIES

The following policies are in addition to the restrictions regarding vehicles and parking as contained within the terms of the lease, the Parking License Addendum, signage or applicable law and may be modified, amended or changed at any time by Landlord:

- a) No vehicle may be present on any portion of the Community without Landlord's consent.
- b) Any vehicle parked without Landlord's permission, or which is 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 or occupying more than one parking space, will be towed, without notice, at the vehicle owner's expense.

INTERNET USE POLICIES

The Internet access and services provided to you in the Community's business center is a privilege which Landlord permits you to use. To be assured that such privileges will not be abused and that all of the Community's residents receive a high-quality service, the following Acceptable Use Policy (AUP) has been adopted as outlined below. In exchange for Landlord's permission to access Internet services ("Services"), Tenant agrees to comply strictly with the following rules and regulations regarding its use of such Services.

- a) **Illegal Activity:** Use of the Services for any activity that violates, or constitutes an attempt to violate, any local, state, federal or international law, order or regulation, or to engage in tortious conduct, is a violation of this Policy. Tenant shall not use the Services in any way that violates, or may violate, a third party's patent, copyright, trademark, or other intellectual property right. If Landlord receives notice, or determines that Tenant is violating this paragraph, Landlord may terminate Tenant's use of the Services, unless Tenant immediately modifies its use of the Service so as to avoid the infringement or alleged infringement.
- b) **Spamming/Unsolicited Bulk e-Mail:** Sending unsolicited e-mail messages, including, without limitation, commercial advertising and informational e-mail spamming is prohibited. Tenant may not post to any Usenet or other newsgroup, forum, or list articles which are illegal or inappropriate in the local forum or are off-topic according to the charter or other Landlord-published FAQ or description of the group or list; send unsolicited mass e-mailings; send or forward chain letters; use the Landlord Service as a mail drop for responses; and/or falsify user information, including forging, altering or removing electronic mail headers. Landlord is not responsible for the forwarding of email sent by Tenant or End User where the account has been suspended or terminated. Such email will either be returned to sender, ignored, deleted, or stored temporarily at Landlord's sole discretion. As Landlord of the equipment and other resources utilized to provide services, Landlord has the legal right to block electronic communications from other entities on the Internet. Landlord may block unsolicited advertisements, solicitations, spam, regardless of whether sent from Tenant's system or other networks if these adversely affect the operation of the Landlord network or violate this AUP. Tenant may not reference Landlord or any related entity (e.g., by including Organization: Landlord in the header or by listing an IP address that belongs to Landlord or any related entity) in any unsolicited email even if that email is not sent through the Landlord network.
- c) **Bandwidth Limitations:** Landlord will endeavor to provide Tenant with Broadband Service and Tenant must comply with these bandwidth, data storage and other limitations on the Services. Tenant may not use the Services in a manner that place disproportionate burden on the network or impairs the Service received by other Tenants or other customers or other customers of Roseland Management Company, L.L.C. (RMC). Tenant shall not connect servers or routers to the Network.
- d) **End Users END:** If Tenant allows others (End Users) to use the Service, Tenant is responsible for ensuring that End Users comply with this AUP. Landlord may disconnect Service if an End User using Tenant's Service violates this AUP.
- e) **Security:** Tenant is responsible for any misuse of the Services, even if the inappropriate activity was committed by End Users or other individuals who have access to the Tenant's system or network. The Services may not be used to breach the security of another Internet user or to attempt to gain access to any other person's or entity's computer, server, software or data, without the knowledge and consent of such person or entity, including attempts to circumvent the user authentication, or probing the security of other networks. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools, is prohibited. Tenant may not willfully or knowingly disrupt the Services or interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, hacking, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host. The transmission or dissemination of any information or software which contains a virus or other harmful feature(s) is prohibited. Tenant is solely responsible for the security of any device Tenant connects to the Services, including any data stored on that device. If Landlord detects that Tenant's equipment or Tenant's Internet/data transmissions contain Viruses, Trojans, Worms or similar damaging content/data that adversely affects the Landlord network, the Services provided to other Landlord customers, or otherwise compromises the integrity or the operation of the Landlord network, Landlord may disconnect Tenant from Service immediately; and, in this event, Landlord will make reasonable efforts to promptly contact Tenant regarding the interruption of Service.
- f) **Tenant Information:** Landlord and its distribution affiliates and vendors may cooperate with (i) law enforcement authorities in the investigation of suspected criminal violations, and (ii) system administrators at other Internet service providers or other network or computing facilities in order to enforce this AUP. Such cooperation may include Landlord or its vendors providing the name, IP address(es), or other identifying information about a Tenant and the user of the Service. Upon termination of a Tenant's Service, Landlord is authorized to delete any files, programs, data and email messages associated with such account.
- g) **Inappropriate Content and Unacceptable Links:** Tenant is solely responsible for any information that is accessed through use of the Services and Landlord bears no responsibility for such content. Examples of unacceptable content or links: "Pirated software", "Hacker programs or archives", "WareZ Sites", "Irc Bots", "Mp3". Landlord and its distribution affiliates and vendors reserve the right to refuse to post or to remove any information or materials, in whole or in part, that it, in its sole discretion, deems to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful or infringes on the copyright, trademark, or other intellectual property right of a third party. By using the Services to reproduce, publish, display, transmit and distribute content, Tenant warrants that the content complies with this AUP.
- h) **Newsgroups:** Messages posted to newsgroups must comply with the written charters or FAQs for those newsgroups. The Tenant is responsible for determining the policies of a given newsgroup before posting to it. Posting or cross-posting the same or substantially similar messages to more than eight (8) newsgroups is prohibited.
- i) **Internet Relay Chat:** Landlord Services may be used to participate in "chat" discussions. The Services may not be used to perform chat "flooding." Any single computer or other device connected through the Services may not maintain more than two (2) simultaneous chat connections. This includes



the use of automated programs, such as "bots" or "clones". Automated programs may not be used when the user is not physically present at the device. The Services may not be used to access any chat server in violation of the acceptable use policy of that server.

- j) **IP Addresses IP:** Landlord may allocate IP addresses in any manner in which Landlord determines, in its sole discretion, is reasonable for the operation of its internet business. IP addresses are the property of Landlord and Tenant shall have no rights to such address upon expiration or earlier termination of Service.
- k) **Consequence of Violation of Acceptable Use Policy:** When Landlord becomes aware of an alleged violation of its AUP, Landlord may initiate an investigation. For violations of this AUP, Landlord may, at its sole discretion, restrict, suspend, or terminate Tenant's Services and/or pursue other civil remedies. Although Landlord has no obligation to monitor Services provided and/or the network, Landlord and its various affiliates, vendors and partners reserve the right to monitor bandwidth, usage, and content from time to time to operate our Services; to identify violations of this AUP; and/or to protect the network and Landlord customers. Landlord may notify Landlord, or such assignee or designee, of Tenant's usage and content of the Services. Landlord prefers to advise customers of inappropriate behavior and any necessary corrective action. However, if the Services are used in a way which Landlord or its distribution affiliates, in their sole discretion, believe violate this AUP, Landlord or its distribution affiliates may take any responsive actions they deem appropriate. The failure of Landlord or its distribution affiliates to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time.
- l) **Termination and Liability Limitation.** Landlord may terminate any Services with or without cause, or for cause if, for instance, the Tenant, or any other user of the Services, violates the any of these rules or policies. LANDLORD SHALL NOT BE LIABLE TO TENANT FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL LANDLORD BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE.

SATELLITE DISHES AND ANTENNAS:

Under a Federal Communications Commission (FCC) order, you as Owner's Resident have a limited right to install a satellite dish or receiving antenna on the leased Premises. We, as Owner are allowed to impose reasonable restrictions relating to such installation. Resident is required to comply with these restrictions as a condition of installing such equipment. This paragraph contains the restrictions that Resident and Owner agree to follow.

- a) **Number & Size:** Resident may install only one (1) satellite dish or receiving antenna on the leased premises. A satellite dish may not exceed one (1) meter (3.3 feet) in diameter. An antenna may receive but not transmit signals.
- b) **Location:** Location of the satellite dish or antenna is limited to (1) inside of the dwelling, or (2) in an area outside dwelling such as a balcony, patio, yard, etc. of which Resident has exclusive use under the lease. Installation is not permitted on any parking area, roof, exterior wall, window, windowsill, fence or common area, or in an area that other Residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to Resident for their exclusive use.
- c) **Safety and Non-Interference:** Resident installation: (1) must comply with reasonable safety standards; (2) may not interfere with Owner cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to Owner telecommunication systems; (4) may not be connected to Owner electrical system except by plugging it 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; (2) clamping it to a part of the building's exterior that lies within the leased Premises (such as a balcony or patio railing provided it does not protrude as described above); or (3) any other method approved by Owner at Owner's discretion in writing prior to installation. No other methods are allowed. Owner may require reasonable screening of the satellite dish or antenna, so long as it does not impair reception.
- d) **Signal Transmission from Exterior Dish or Antenna to Interior of Dwelling:** Under the FCC order, Resident may not damage or alter the leased premises and may not drill holes through outside walls, door jams, windowsills, etc. If the satellite dish or antenna is located outside of the dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of the dwelling only by the following methods: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional flat cable through a preexisting 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 Owner at Owner discretion in writing prior to installation.
- e) **Workmanship:** In order to assure safety, the strength and type of materials used for installation must be approved by Owner in writing prior to installation. Installation must be done by a qualified person or company approved by Owner. This person or company must have workman's compensation and general liability insurance. An insurance certificate naming Owner as additional insured must be provided to Owner prior to installation. Owner approval will not be unreasonably withheld.
- f) **Maintenance:** Resident will have the sole responsibility for maintaining the satellite dish, antenna and all related equipment.
- g) **Removal and Damages:** Resident must remove the satellite dish or antenna and other related equipment when Resident moves out of the dwelling. Resident must pay for any damages and for the cost of repairs or repainting which may be reasonably necessary to restore the leased Premises to its condition prior to the installation of the satellite dish, antenna or related equipment.
- h) **Liability Insurance and Indemnity:** Resident must take full responsibility for the satellite dish or antenna and must provide Owner with a certificate of liability insurance naming Owner as additional insured to protect Owner against claims of personal injury and property damage to others, relating to Resident satellite dish or antenna. The insurance coverage must be in a face amount of no less than \$100,000.00, which is an amount reasonably determined by Owner to accomplish that purpose. Resident agrees to hold Owner harmless and indemnify Owner against any of the above claims made by others.



Station House

STORAGE SPACE ADDENDUM

This Storage Addendum is made as a license to be part of the Lease between Resident and Management. Resident is granted a license to use the Storage Space identified below subject to the terms of this Addendum, Lease, and the Community Rules and Policies:

LEASE DATE: 8/2/18
RESIDENT NAME(S): Churchill Corp Services,

LEASED PREMISES

Apartment # 154
Street Address: 701 Second Street, N.E.
City, Street Zip Code: Washington, DC 20002

STORAGE SPACE

Storage Unit:

STORAGE LICENSE FEE: \$0.00 / Month

- 1) In consideration of the mutual agreements between the parties, Management does hereby grant to Residents a license to use the Storage Space in accordance with the following terms and conditions:

USE OF STORAGE SPACE. You agree to use the Storage Space for the storage of your trunks, suitcases, tires, and other personal property and effects (the "Stored Property"); you will not store any items that are flammable or pressurized. The Stored Property shall not create or cause to create a fire or any other type of hazard that may result in damage or threat to the health, safety or well-being of the residents, the building or any portion thereof. No motor vehicles may be stored within the Storage Space. Access to the Storage Space may be restricted from time to time during hours that we specify.

- 2) **STORAGE LICENSE FEE.** Resident shall pay the Storage License Fee with Monthly Rent on the first day of each month. The Storage License Fee shall be considered as Additional Rent.
- 3) **LOSS OF PROPERTY.** You agree that we are not responsible for the loss, destruction, theft or destruction of any Stored Property, unless caused by or resulting from our negligence or the negligence of our agents or employees in the operation, care or maintenance of the Storage Space or any portion thereof or the facility of which the Storage Space is a part.
- 4) **TERMINATION.** This Storage Space Addendum shall terminate upon the happening of any of the following events:
- Upon your failure to timely and full pay the License Fee;
 - Upon your abandonment of the Leased Premises;
 - Upon termination of the Lease and/or the termination of your right of possession to the Leased Premises; or
 - Thirty (30) days after written notice from either party to the other of its intention or desire that this Storage Space Addendum be terminated.
- 5) **DUTIES AFTER TERMINATION.** Upon termination of this Storage Space Addendum, you will be required to promptly remove the Stored Property from the Storage Space at the time of termination, without any further notice from us. If you fail to remove the Stored Property immediately upon termination, then we shall have the right, and are hereby authorized, to remove the Stored Property at your cost and expense and dispose of them without any liability to us.
- 6) **LOCKS.** You may not install any additional locks or security devices to the Storage Space without our prior written consent. Upon the termination of this Storage Space Addendum, you must immediately surrender all keys, access codes or other security access devices to the Storage Space to us. If you change the lock or security device to the Storage Space without written permission from us, or, if granted permission to change the lock or security device, you fail to provide us with a key, access code or other security access device to the new lock or security device, you will be liable for any damages to the Storage Space or any portion of the building in which the Storage Space is located as a result of our inability to gain access to the Storage Space. You will also bear the cost of the opening or removal of said locks or security devices and the cost of any repair caused by such removal. You will be liable for the replacement of any lock or security device we and/or those required to be replaced as a result of our opening or removal of any unauthorized lock or security device. Upon termination of the Storage Space Addendum, you must, upon our request, remove all such locks or security devices and repair all damages caused by the installation and/or removal of all such lock or security devices.
- 7) **NATURE OF ADDENDUM.** It is expressly understood that this is a license only and conveys no interest of any kind, possession or otherwise, in or to the Storage Space, other than a mere right to use the Storage Space for the storage of the Stored Property under the terms and conditions of this Addendum. This license is (and the rights outlined herein are) granted to you only and cannot be transferred or assigned in any manner.

MOVE-IN/MOVE-OUT PROCEDURES

Moving may only occur during approved posted hours (located in the Leasing Office). Move-Ins/Move-Outs are NOT permitted on Sunday or Holidays. Tenants must obtain written permission from Management for the use of elevators for moving in and/or moving out of the Apartment. Tenants shall be permitted to reserve an elevator for a specified time (three (3) hour intervals), at least seven (7) days prior to the scheduled move-in/move-out date requested by the Tenant.

Use of the elevators for the purpose of moving furniture, boxes and/or other items without management's authorization and/or exceeding the scheduled reserved time shall be considered a default under this Lease. Unauthorized moves and/or use of the elevators shall result in the Tenants being charged as additional rent a \$1,000 penalty. In addition, for each hour exceeding the reserved allotted time for a move-in/move-out, the Tenant shall be charged \$50.00 per hour.

Tenants shall be responsible for obtaining from Management the elevator padding required to be used at all times during the Tenant's move-in/move-out. Tenant shall be responsible for any damages resulting from moving any furniture, boxes and/or items into or out of the Leased Premises. Damages shall be considered "Additional Rent". Penalties and damages incurred under this section are due and owing with the month's rent following the date in which management notified the Tenant of the penalty and/or damages. If the penalty and/or damage occurred during the Tenant's move-out, the additional rent charges shall be deducted from the Tenant's Security Deposit."

MOVING POLICIES

- a) Tenants must notify Manager/Landlord affiliates, in writing, to schedule the date and time you intend to move. This is to make sure an adequate number of staff is on hand to monitor the move and to reserve the freight elevator.



- b) Tenants are required to provide the Leasing Office with their moving company's Certificate of Insurance at least forty-eight (48) hours prior to the move. We request that you forward a copy of the attached "sample" Certificate of Insurance to your moving company for their review and instruct them to send, via facsimile or email, a completed Certificate of Insurance to the Leasing Office. Your move will be confirmed only after the Leasing Office has approved the Certificate of Insurance. If you choose not to hire an insured moving company and will perform the move by yourself or with acquaintances, you and your acquaintances will be required to execute the attached Moving Waiver in addition to this form.
- c) All moves may not begin before 9:00 AM and must be concluded by 6:00 PM. Moves are not permitted on holidays unless approved by Management. Moving vans, trucks and other accessories used for moving such as trailers are not to be kept on the community beyond your assigned move in time. Pods and other storage containers are NOT to be delivered or stored on the community at any time.
- d) Prior to your move, we strongly recommend that Tenants confirm that ALL of their possessions will fit in and out of the building's freight/service entrance, elevator and apartment door. Kindly note that all moves and deliveries are required to be delivered via the service/freight entrance, and NOT through the lobby. Unfortunately, there is no room in the building to temporarily store oversized pieces of furniture.
- e) Public hallways, stairways and the service entrance(s) may not be obstructed with furniture, personal property of any type, carriages, bicycles, newspapers, or refuse at any time. This is for safety reasons as well as appearance. Movers are required to deliver all items directly into the subject apartment. Movers who fail to abide by this rule may be asked to cease your move. Management assumes no liability whatsoever for any losses or additional expenses that you may incur (e.g., re-scheduling of a new move, the hiring of another moving company).
- f) Both the Tenant and the moving company will be held financially responsible for any damage caused to the building or its contents due to their negligence. Tenants may wish to carry insurance, which would protect his/her own interests concerning such consequential damage.
- g) I (we) understand that upon moving in, I (we) are responsible to break down all boxes associated with our move and bring them down to the trash room on the ground level. I (we) understand that boxes may not be placed in the trash chutes. In the event that I (we) do not break down the boxes as stated forth in the policies herein, I (we) will incur a maximum charge of \$200.00 for the removal and disposal of all boxes and debris.
- h) If a Resident chooses to perform a self-move without the assistance of an insured moving company, the Resident(s) agree to hold Roseland Management Company, L.L.C. and all their partners, officers, shareholders, directors, agents, and employees harmless of damages and/or injuries caused or sustained during the moving process. Resident(s) will be required to tender a \$500.00 refundable self-move deposit, and payment may be required to be remitted in the form of a certified check or bank check prior to the move. In the event any of the undersigned causes damage to the building during the move, the deposit will be used to repair same. Pursuant to this lease agreement, any remaining balance after Owner completes the repairs shall be returned to Resident and any costs incurred in excess of the \$500.00 deposit shall be charged back to the Resident as additional rent.

ELEVATOR POLICIES

- a) The undersigned Tenant(s) hereby agrees to the following:
- b) To provide proof of Renter's Insurance to Management prior to the move-in date.
- c) To provide Certificate of Insurance from the moving company to Management prior to the move-in date.
- d) Trucks may not exceed forty-eight (48) feet in length or six (6) feet in height.
- e) Trucks will park in the loading zone in the rear of the building and may not block the access way.
- f) The elevators must be reserved at least twenty-four (24) hours in advance on a first come first serve basis. All Tenants must reserve the elevator during one of the three (3) allotted times: 9:00 AM – 12:00 PM; or 12:00 PM – 3:00 PM; or 3:00 PM – 6:00 PM.
- g) Elevators must be protected with padding covering the walls and flooring prior to loading. Any damage to the elevators will be charged back to the Tenant(s) account.
- h) Tenant(s) are required to notify the Leasing Office once their move has been completed so that the elevator can be taken off of service.
- i) Use of the elevators for the purpose of moving furniture, boxes and/or other items without management's authorization and/or exceeding the scheduled reserved time shall be considered a default under this Lease. Unauthorized moves and/or use of the elevators shall result in the Residents being charged as additional rent a \$1,000 penalty. In addition, for each hour exceeding the reserved allotted time for a move in/out, the Resident shall be charged \$50.00 per hour.
- j)

BREAKDOWN OF BOXES FOR NEW & CURRENT TENANTS

These Community Policies are to be strictly obeyed and will be enforced by us. We may, however, insist that you obey all of these Community Policies even if you did something in violation of these policies to our knowledge and we did not immediately object. Our failure or delay, if any, in demanding compliance by you of these Community Policies shall in no way be deemed a waiver, or a relinquishment of our right to insist on full compliance by you in the future. We reserve the right to make such other reasonable Policies as shall, in our judgment, from time to time become necessary in our discretion to promote enjoyment of the Community by our Tenants.

Thank you for your cooperation in observing these Community Policies.

MOVE-OUT CHARGES

Upon vacating your Apartment and turning in your keys, we will make an inspection of the Apartment. You may accompany us if you desire. Listed below are some of the charges that may be assessed if the damage, repair or cleaning required in your Apartment exceed normal wear and tear. **DAMAGE AND/OR FAILURE TO CLEAN WILL NOT BE CONSIDERED NORMAL WEAR AND TEAR. THE CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE AND DO NOT ENCOMPASS THE ENTIRE RANGE OF CHARGES THAT CAN BE ASSESSED.**

ANY ITEM NOT LISTED BELOW WILL BE CHARGED TO YOU BASED ON COSTS CURRENT AT THE TIME OF MOVE-OUT.

- a) FAILURE TO TURN IN KEYS, NEW LOCKS \$150.00 PER LOCK
- b) FAILURE TO TURN IN MAILBOX KEYS, NEW LOCKS \$25.00 PER LOCK
- c) INSUFFICIENT NUMBER OF KEYS RETURNED \$15.00 PER KEY DUPLICATE
- d) DAMAGE OR REPLACEMENT GARBAGE DISPOSAL \$150.00*
- e) DENTED OR CRACKED DISHWASHER PANEL \$100.00
- f) BROKEN/MISSING CRISPER MEAT DRAWERS (REFRIGERATOR) \$50.00 TO \$150.00
- g) BROKEN/MISSING REFRIGERATOR GLASS SHELF \$100.00
- h) DENTED OVEN DOOR \$175.00 TO \$250.00*
- i) SCRATCHED OR DAMAGED REFRIGERATOR DOOR \$10.00 TO \$250.00
- j) DAMAGED KITCHEN COUNTERTOPS \$100.00 TO \$600.00
- k) DIRTY STOVE, OVEN, DRIP PAN \$15.00 TO \$50.00
- l) DIRTY REFRIGERATOR AND/OR FREEZER \$15.00 TO \$50.00
- m) MISSING ICE CUBE TRAYS \$10.00
- n) DAMAGE/REPLACEMENT OF KITCHEN VINYL FLOOR PRICES VARY-UP TO \$600.00*
- o) DIRTY KITCHEN FLOOR \$25.00 TO \$50.00
- p) MISSING DISPOSAL STOPPER \$10.00
- q) EXCESSIVE DIRT OR GREASE ON CABINETS \$15.00 TO \$100.00
- r) MISSING LIGHT LENS \$25.00 TO \$50.00
- s) DAMAGE TO INTERIOR DOORS \$50.00 TO \$150.00
- t) MISSING OR DAMAGED DOOR KNOBS \$75.00
- u) REMOVAL OF CONTACT PAPER FROM SHELVES \$25.00 PER SHELF
- v) DIRTY RANGE HOOD AND/OR FAN FILTER \$25.00
- w) REPLACE BROKEN OR MISSING CEILING FAN \$250.00
- x) BROKEN OR MISSING CEILING OR LIGHT FIXTURE \$50.00 TO \$175.00
- y) TRASH REMOVAL \$40.00 PER ROOM
- z) FURNITURE REMOVAL FROM APARTMENT \$50.00 TO \$150.00 PER PIECE
- aa) FURNITURE LEFT OUTSIDE AT DUMPSTER OR PROPERTY \$50.00 TO \$150.00 PER PIECE
- bb) TORN, DAMAGED OR MISSING SCREENS \$25.00 TO \$150.00
- cc) BROKEN WINDOWS PRICES VARY-DETERMINED AT DATE

Months	Percentage
From To	
1 6	100%
7 12	100%
13 17	90%
18 24	80%
25 30	70%
31 36	60%
37 42	50%
43 48	40%
49 54	30%
55 60	20%
61 66	10%
67 72	0%



dd) DAMAGE TO VANITIES OR VANITY TOPS	\$100.00 TO \$500.00
ee) REMOVAL OF UNAPPROVED WALLPAPER	PRICES VARY-DETERMINED AT DATE
ff) PAINT OF AREAS WITH UNAPPROVED COLORS	PRICES VARY-DETERMINED AT DATE
gg) DIRTY BATHROOMS (FLOORS, TOILETS, MEDICINE CABINETS)	\$25.00 TO \$75.00
hh) DIRTY TUB OR DAMAGE TO FINISH	\$30.00 TO \$300.00
ii) DIRTY WALL AND/OR TUB TILE	\$30.00 TO \$75.00
jj) STAIN SEALING DUE TO NEGLIGENCE	PRICES VARY-DETERMINED AT DATE
kk) EXCESSIVE NAIL HOLES	\$5.00 TO \$40.00
ll) LARGE HOLES IN WALLS	PRICES VARY-DETERMINED AT DATE
mm) CARPET DAMAGE OR REPLACEMENT	PRICES VARY-DETERMINED AT DATE
nn) HARDWOOD/LAMINATE FLOORING DAMAGE	PRICES VARY-DETERMINED AT DATE
oo) EXCESSIVE CARPET SOIL CLEANING	\$20.00 TO \$150.00
pp) DAMAGED AND/OR MISSING MINI OR VERTICAL BLINDS	\$40.00 TO \$300.00
qq) CERAMIC TILE FLOOR REPAIR/REPLACEMENT	\$200.00 TO \$2,000.00

***VARIOUS QUOTES INCLUSIVE OF LABOR RATE OF \$15.00 PER HOUR**



ROSELAND
RESIDENTIAL TRUST

— A MACK-CALI COMPANY —

BUILDING VISIONARY LIFESTYLE

Station House

STORAGE SPACE ADDENDUM

By signing below, Tenant(s) acknowledges that Tenant(s) received a copy of and understands these Community Policies and will accept and comply with them.

TENANT(S):

Nakeya Holmes
Nakeya Holmes (Jun 1, 2018)

Signature _____ Date _____

Nakeya Holmes

Print Name _____

Nakeya Holmes (nh)

E-signed 2018-06-01 02:33PM EDT
nakeyar@churchilliving.com



Signature _____ Date _____

Print Name _____

Signature _____ Date _____

Print Name _____

Signature _____ Date _____

Print Name _____

CO-SIGNER:

Signature _____ Date _____

Print Name _____

LANDLORD:

Station Townhouses LLC
by Roseland Management Company, L.L.C, its Authorized Agent

By: Jenny Maldonado

Print Name _____ Date _____

Jenny Maldonado
Jenny Maldonado (Jun 5, 2018)

Signature _____

Jenny Maldonado

E-signed 2018-06-05 08:31PM EDT
jmalonado@roselandres.com
Roseland
Director of Operations



Director of Operations

Title _____

c/o Station Townhouses LLC
Roseland Management Company, L.L.C.
7 Sylvan Way, Suite 350, Parsippany, NJ, 07054

Adobe Sign Transaction Number: CEJCHBCAABA4IVADQ6164R5ln98MNPqWgl.VLlIqpe_V



Station House

BICYCLE STORAGE SPACE ADDENDUM

This Bicycle Storage Space Addendum is made as a license to be part of the Lease between Resident and Management. Resident is granted a license to use the Storage Space identified below subject to the terms of this Addendum, Lease, and the Community Rules and Policies:

BICYCLE STORAGE SPACE: The Resident wishes to utilize a Bicycle Storage Space within the building/ does not wish to use a Bicycle Storage Space within the building. Owner has agreed to provide the following Bicycle Storage Space at the below listed monthly cost:

Storage Term	Beginning:	Ending:
Bicycle Storage Space #	Bicycle Storage Fee:	\$0.00

- a) **OCCUPANTS:** This is a lease agreement between the Owner and aforementioned Resident for the above stated Bicycle Storage Unit. The Bicycle Storage unit is to be used or occupied by the Resident. In the event that individuals other than the resident store items in the Bicycle Storage Unit, the Owner has the right to terminate the storage arrangement.
- b) **FEE:** The Resident agrees to pay the total fee per month as listed above on or before the first day of each month.
- c) **RESIDENT'S DUTY OF CARE:** The Resident shall:
- 1) Maintain the Bicycle Storage Unit in a clean and sanitary manner and do nothing to deface, damage or destroy the Unit or the "Premises" (defined below)
 - 2) Comply with all state or federal law, city ordinances and regulations, including, without limitation, all applicable provisions of Building and housing codes materially affecting health and safety
 - 3) Do nothing to cause a cancellation of or an increase in the costs of the Owner's fire or liability insurance
 - 4) Keep nothing flammable or dangerous in the unit
- d) **NO ALTERATIONS:** The Resident shall make no alterations to the Bicycle Storage unit or display any sign upon the exterior of the unit. There shall be no:
- 1) Painting, wallpapering and/or paneling
 - 2) Installation of any additional locks other than individual locks used on your personal bicycle.
 - 3) Tampering with any exposed plumbing
 - 4) Installation or use in the unit of a washing machine, waterbed, clothes dryer, air conditioning, television antennas, space heaters, propane heaters or any type of portable heater, or permanent heaters
- e) **ILLEGAL ACTIVITY:** The Resident is prohibited from engaging in or conducting any drug related criminal activity, any illicit and/or illegal activity in the unit and/or the property on which the unit is located ("Premises"), and/or using the unit and/or the Premises for such a purpose.
- f) **PETS:** No animals of any kind shall be kept in the Bicycle Storage Unit.
- g) **RIGHT TO ENTER THE UNIT:** The Resident shall not unreasonably withhold consent to the Owner to enter into the Premises for purposes of making inspections, making necessary or agreed repairs, decorations, alterations or improvements, supplying necessary or agreed services, or exterminating the unit.
- h) **NOTICE TO VACATE:** The Resident must provide written notice to the Owner of the Resident's intention to vacate with thirty (30) days advance notice. The Bicycle Storage unit can only be vacated on the last day of any given month. There will be no mid-month pro-rations.
- i) **NO ASSIGNMENT OR SUBLETTING:** Resident may not sublet the Bicycle Storage Unit or assign this lease.
- j) **END OF TERM:** Upon the first day of each month, the monthly term will automatically be extended for the completion of the following month unless a written notice-to-vacate has been submitted prior to, or on, the first day of the month. This lease will automatically terminate on the last day of the resident's apartment lease.
- k) This agreement entitles the Resident to store one (1) bicycle in the designated bicycle storage unit.
- l) **Bicycles shall be stored at the Resident's own risk.**
- m) The Owner reserves the right to make changes to the Bicycle Storage terms at any time. Notice of such changes will be provided in written notice to the Resident.



Station House

BICYCLE STORAGE SPACE ADDENDUM

By signing below, Tenant(s) acknowledges that Tenant(s) received a copy of and understands these Community Policies and will accept and comply with them.

TENANT(S):

Nakeya Holmes
Nakeya Holmes (Jun 1, 2018)

Signature _____ Date _____

Nakeya Holmes

Print Name _____

Nakeya Holmes (nh)

E-signed 2018-06-01 02:33PM EDT

nakeyar@churchillliving.com



Signature _____ Date _____

Print Name _____

Signature _____ Date _____

Print Name _____

Signature _____ Date _____

Print Name _____

CO-SIGNER:

Signature _____ Date _____

Print Name _____

LANDLORD:

Station Townhouses LLC
by Roseland Management Company, L.L.C, its Authorized Agent

By: Jenny Maldonado
Print Name _____ Date _____

Jenny Maldonado
Jenny Maldonado (Jun 5, 2018)

Signature _____

Director of Operations

Title
Station Townhouses LLC
Roseland Management Company, L.L.C.
7 Sylvan Way, Suite 350, Parsippany, NJ, 07054

Jenny Maldonado

E-signed 2018-06-05 08:31PM EDT

jmalonado@roselandres.com

Roseland

Director of Operations



Adobe Sign Transaction Number: C6JCHBCAABAA4WADQC6M64R5In90MNPqWgl.VLlqpe_V



ROSELAND
RESIDENTIAL TRUST

— A MACK-CALL COMPANY —

BUILDING VISIONARY LIFESTYLE

NOTICE OF EXEMPTION FROM RENT STABILIZATION PROGRAM

YOU ACKNOWLEDGE THAT, PRIOR TO YOUR EXECUTION OF THIS LEASE, WE HAVE ADVISED YOU THAT THE RENTAL ACCOMMODATION IN QUESTION IS EXEMPT FROM THE PROVISIONS OF THE DISTRICT OF COLUMBIA RENT STABILIZATION PROGRAM (D.C. CODE § 42-3502.01 ET SEQ., AS AMENDED).

Nakeya Holmes (nh)
E-signed 2018-06-01 02:33PM EDT
nakeyar@churchilliving.com



TENANT(S):

Nakeya Holmes
Nakeya Holmes (June 1, 2018)

Nakeya Holmes

Signature

Date

Print Name

Signature

Date

Print Name

Signature

Date

Print Name

Signature

Date

Print Name

CO-SIGNER:

Signature

Date

Print Name

LANDLORD:

Station Townhouses LLC
by Roseland Management Company, L.L.C, its Authorized Agent

Jenny Maldonado
E-signed 2018-06-05 08:31PM EDT
jmaldonado@roselandres.com
Roseland
Director of Operations



By: Jenny Maldonado
Print Name Date

Jenny Maldonado
Jenny Maldonado (June 5, 2018)

Signature

Director of Operations

c/o Title
Station Townhouses LLC
Roseland Management Company, L.L.C.
7 Sylvan Way, Suite 350, Parsippany, NJ, 07054

Adobe Sign Transaction Number: C8JCHRCABAA49ADQ6t64Bjlm90MNPqWpLVLiqa_V



ACKNOWLEDGMENT OF DOCUMENT RECEIPT

You acknowledge receipt of a copy of Chapter 3 and Sections 101 and 106 of Title 14 of the District of Columbia Municipal Regulations.

Nakeya Holmes (nh)
E-signed 2018-06-01 02:33PM EDT
nakeyar@churchillliving.com



TENANT(S):

Nakeya Holmes
Nakeya Holmes (June 1, 2018)

Nakeya Holmes

Signature

Date

Print Name

Signature

Date

Print Name

Signature

Date

Print Name

Signature

Date

Print Name

CO-SIGNER:

Signature

Date

Print Name

LANDLORD:

Station Townhouses LLC
by Roseland Management Company, L.L.C, its Authorized Agent

By: Jenny Maldonado
Print Name Date

Jenny Maldonado
Jenny Maldonado (June 5, 2018)

Signature

Director of Operations

c/o Station Townhouses LLC
Roseland Management Company, L.L.C.
7 Sylvan Way, Suite 350, Parsippany, NJ, 07054

Jenny Maldonado
E-signed 2018-06-05 08:31PM EDT
jmaldonado@roselandres.com
Roseland
Director of Operations



Adobe Sign Transaction Number: CB.JC140CAABA44FVADQ6T64R9im98MNPqWj.VLIqpe_V



**West's District of Columbia Municipal Regulations
Title 14. Housing
Chapter 1. Administration and Enforcement**

**14 DCMR § 101
D.C. Mun. Regs. Tit. 14, § 101**

101. CIVIL ENFORCEMENT POLICY

Currentness

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.

Current through District of Columbia Register, Volume 62, Number 4 dated January 23, 2015.

14 DCMR § 101, 14 DC ADC § 101

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**West's District of Columbia Municipal Regulations
Title 14. Housing
Chapter 1. Administration and Enforcement**

**14 DCMR § 106
D.C. Mun. Regs. Tit. 14, § 106**

106. NOTIFICATION OF TENANTS OR OCCUPANTS CONCERNING VIOLATIONS

Currentness

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.

Current through District of Columbia Register, Volume 62, Number 4 dated January 23, 2015.

14 DCMR § 106, 14 DC ADC § 106

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West's District of Columbia Municipal Regulations
Title 14. Housing
Chapter 3. Landlord and Tenant

14 DCMR § 300
D.C. Mun. Regs. Tit. 14, § 300

300. NOTICE TO TENANTS OF HOUSING CODE PROVISIONS

Currentness

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).

Credits

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.

Current through District of Columbia Register, Volume 62, Number 4 dated January 23, 2015.

14 DCMR § 300, 14 DC ADC § 300

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**West's District of Columbia Municipal Regulations
Title 14. Housing
Chapter 3. Landlord and Tenant**

**14 DCMR § 301
D.C. Mun. Regs. Tit. 14, § 301**

301. IMPLIED WARRANTY AND OTHER REMEDIES

Currentness

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.

Current through District of Columbia Register, Volume 62, Number 4 dated January 23, 2015.

14 DCMR § 301, 14 DC ADC § 301

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West's District of Columbia Municipal Regulations
Title 14. Housing
Chapter 3. Landlord and Tenant

14 DCMR § 302
D.C. Mun. Regs. Tit. 14, § 302

302. VOIDING LEASE FOR VIOLATION OF REGULATIONS

Currentness

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).

Current through District of Columbia Register, Volume 62, Number 4 dated January 23, 2015.

14 DCMR § 302, 14 DC ADC § 302

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**West's District of Columbia Municipal Regulations
Title 14. Housing
Chapter 3. Landlord and Tenant**

**14 DCMR § 303
D.C. Mun. Regs. Tit. 14, § 303**

303. SIGNED COPIES OF AGREEMENTS AND APPLICATIONS

Currentness

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.

Current through District of Columbia Register, Volume 62, Number 4 dated January 23, 2015.

14 DCMR § 303, 14 DC ADC § 303

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West's District of Columbia Municipal Regulations ;
Title 14. Housing
Chapter 3. Landlord and Tenant

14 DCMR § 304
D.C. Mun. Regs. Tit. 14, § 304

304. PROHIBITED WAIVER CLAUSES IN LEASE AGREEMENTS

Currentness

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. Current through District of Columbia Register, Volume 62, Number 4 dated January 23, 2015.

14 DCMR § 304, 14 DC ADC § 304

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**West's District of Columbia Municipal Regulations
Title 14. Housing
Chapter 3. Landlord and Tenant**

**14 DCMR § 305
D.C. Mun. Regs. Tit. 14, § 305**

305. INSPECTION OF PREMISES AFTER BREACH OF WARRANTY OR VOIDED LEASE

Currentness

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.

Current through District of Columbia Register, Volume 62, Number 4 dated January 23, 2015.

14 DCMR § 305, 14 DC ADC § 305

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West's District of Columbia Municipal Regulations
Title 14. Housing
Chapter 3. Landlord and Tenant

14 DCMR § 306
D.C. Mun. Regs. Tit. 14, § 306

306. WRITTEN RECEIPTS FOR PAYMENTS BY TENANT

Currentness

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. Current through District of Columbia Register, Volume 62, Number 4 dated January 23, 2015.

14 DCMR § 306, 14 DC ADC § 306

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West's District of Columbia Municipal Regulations
Title 14. Housing
Chapter 3. Landlord and Tenant

14 DCMR § 307
D.C. Mun. Regs. Tit. 14, § 307

307. PROHIBITION OF RETALIATORY ACTS AGAINST TENANTS

Currentness

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.

Current through District of Columbia Register, Volume 62, Number 4 dated January 23, 2015.

14 DCMR § 307, 14 DC ADC § 307

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West's District of Columbia Municipal Regulations
Title 14. Housing
Chapter 3. Landlord and Tenant

14 DCMR § 308
D.C. Mun. Regs. Tit. 14, § 308

308. SECURITY DEPOSITS

Currentness

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 6 -month 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 6 - 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.

Credits

SOURCE: Amended at 22 DCR 2823 Nov. 28, 1975; Amended at 40 DCR 2204 Mar. 17, 1993; Amended at 54 DCR 889 Feb. 2, 2007.

Current through District of Columbia Register, Volume 62, Number 4 dated January 23, 2015.

14 DCMR § 308, 14 DC ADC § 308

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West's District of Columbia Municipal Regulations
Title 14. Housing
Chapter 3. Landlord and Tenant

14 DCMR § 309
D.C. Mun. Regs. Tit. 14, § 309

309. REPAYMENT OF SECURITY DEPOSITS TO TENANTS

Currentness

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

- (1) 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 paragraph (4)(a) and (a-1) (14 DCMR § 311); or
- (2) 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 30 days after notification to the tenant pursuant to the requirement of paragraph (2)(a)(2) (14 DCMR § 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 (1) Any housing provider violating the provisions of this section by failing to return a security deposit rightfully owed to a tenant in accordance with the requirements of this section shall be liable for the amount of the deposit withheld or, in the event of bad faith, for treble damages.

(2) For the purposes of this sub-paragraph, 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 judgment, or an honest belief in the course of action taken.

309. REPAYMENT OF SECURITY DEPOSITS TO TENANTS, 14 DC ADC § 309

Credits

SOURCE: Amended at 22 DCR 2823 Nov. 28, 1975; Amended at 40 DCR 2184 Apr. 2, 1993; Amended at 54 DCR 889 Feb. 2, 2007; Amended at July 13, 2012.

Current through District of Columbia Register, Volume 62, Number 4 dated January 23, 2015.

14 DCMR § 309, 14 DC ADC § 309

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West's District of Columbia Municipal Regulations
Title 14. Housing
Chapter 3. Landlord and Tenant

14 DCMR § 310
D.C. Mun. Regs. Tit. 14, § 310

310. RETURN OF SECURITY DEPOSIT: INSPECTION OF PREMISES

Currentness

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.

Credits

SOURCE: Amended at 22 DCR 2823 Nov. 28, 1975.

Current through District of Columbia Register, Volume 62, Number 4 dated January 23, 2015.

14 DCMR § 310, 14 DC ADC § 310

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West's District of Columbia Municipal Regulations
Title 14. Housing
Chapter 3. Landlord and Tenant

14 DCMR § 311
D.C. Mun. Regs. Tit. 14, § 311

311. INTEREST ON SECURITY DEPOSIT ESCROW ACCOUNTS

Currentness

311.1 The interest in the escrow account described in section § 308.3 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 not less than the statement savings rate then prevailing on January 1st and on July 1st for each 6-month period (or part thereof) of the tenancy which follows those dates. On those dates, the statement savings rate in the District of Columbia financial institution in which the escrow account is held shall be used. All interest earned shall accrue to the tenant except for that described in paragraph (4) (a-1) or as set forth in paragraph (2) (14 DCMR § 309).

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 paragraph (2) (14 DCMR §§ 309.1 and 309.2). Any housing provider violating the provisions of this section by failing to pay interest on a security deposit escrow account that is rightfully owed to a tenant in accordance with the requirements of this section, shall be liable to the tenant, as applicable, for the amount of the interest owed, or in the event of bad faith, for treble that amount. For the purposes of this paragraph, the term 'bad faith' means any frivolous or unfounded refusal to pay interest on 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 judgment, or an honest belief in the course of action taken. Any housing provider who willfully violates the provisions of this section by failing to pay interest on a security deposit escrow account that is rightfully owed to a tenant in accordance with the requirements of this section shall be subject to a civil fine of not more than \$ 5000 for each violation.

(1) If the housing provider invests the security deposit in an account with an interest rate that exceeds that of the statement savings rate as required in subparagraph (a)(14) (14 DCMR § 311.1), the housing provider may apply up to 30% of the excess interest for administrative costs or other purposes.

311.3 Except in cases where no interest is paid to the tenant as provided in § 311.2, the owner shall not assign the account or use it 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.

Credits

SOURCE: Amended at 22 DCR 2823 Nov. 28, 1975; Amended at 40 DCR 2204 Mar. 17, 1993; Amended at 54 DCR 889 Feb. 2, 2007; Amended at 59 DCR 2879 June 6, 2012.

Current through District of Columbia Register, Volume 62, Number 4 dated January 23, 2015.

14 DCMR § 311, 14 DC ADC § 311

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**West's District of Columbia Municipal Regulations
Title 14. Housing
Chapter 3. Landlord and Tenant**

**14 DCMR § 312 to 314
D.C. Mun. Regs. Tit. 14, § 312 to 314**

312 to 314. RESERVED.

Currentness

Current through District of Columbia Register, Volume 62, Number 4 dated January 23, 2015.

14 DCMR § 312 to 314, 14 DC ADC § 312 to 314

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West's District of Columbia Municipal Regulations
Title 14. Housing
Chapter 3. Landlord and Tenant

14 DCMR § 315
D.C. Mun. Regs. Tit. 14, § 315

315. NOTIFICATION REQUIRED

Currentness

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.

Credits

SOURCE: Adopted at 39 DCR 673 Feb. 7, 1992.

Current through District of Columbia Register, Volume 62, Number 4 dated January 23, 2015.

14 DCMR § 315, 14 DC ADC § 315

End of Document

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**West's District of Columbia Municipal Regulations
Title 14. Housing
Chapter 3. Landlord and Tenant**

14 DCMR § 399
D.C. Mun. Regs. Tit. 14, § 399

399. DEFINITIONS

Currentness

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.

Current through District of Columbia Register, Volume 62, Number 4 dated January

23, 2015. 14 DCMR § 399, 14 DC ADC § 399

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Station Townhouses

PARKING LICENSE AGREEMENT

Date \ License: 8/2/18

Owner: Station Townhouses LLC, d/b/a Station House Apartments ("Station House")

User: Churchill Corp Services , , ,
Address: 701 Second Street, N.E., Apt 154
Washington, DC 20002

Term 13 Beginning: 8/2/18 Ending: 9/1/19

Parking Space # , #

Parking Rent: \$0.00

AUTHORIZED VEHICLE(S)

<u>VEHICLE # 1:</u> Permit #:	Vehicle Make:	Model:	Year:	Color:	License Plate No.:
<u>VEHICLE # 2:</u> Permit #:	Vehicle Make:	Model:	Year:	Color:	License Plate No.:

This Parking License Agreement ("Agreement") is made between Owner and the User and in consideration of the promises of the parties, Owner authorizes the use of the Parking Space(s), subject to the following terms and conditions:

- 1) User understands and agrees that the Parking Space is to be used for the parking of a passenger automobile only, and that the parking, moving and removal of User's automobile in or from the Parking Space or parking area shall be at User's sole risk and expense. User expressly agrees not to use or cause to be used any employee of Station House for the purpose of parking, moving or removing any automobile in or from the Parking Area. If any Station House employee shall, at the request of User or any member of User's household, handle, move, park, or drive any automobile in or from the Parking Area, such employee shall be deemed to be the agent of User and Station House shall not be liable for any loss or damage caused by the employee used for such purpose.
- 2) User agrees that all personal property left in any automobile while it is in the above-referenced Parking Space shall be at the sole risk of User or the persons owning the same, and that Station House shall in no event be liable for the loss, destruction, theft of, or damage to, such property.
- 3) User agrees to keep his/her automobile locked at all times while it is in the Parking Space. User agrees that Station House shall not be required to have any agent or attendant in the Parking Area at any time, and Station House shall not be liable for loss or damage to said automobile or its contents, from any cause or causes, or particularly due to fire, theft, collision or vandalism.
- 4) If the use of an assigned, numbered parking space has been granted under this Agreement, Station House reserves the right at any time to change the Parking Space assigned to User, or to eliminate assigned, numbered parking spaces altogether. If assigned, numbered parking spaces are eliminated, parking will thereafter be on a first come, first served basis.
- 5) Owner may terminate this Agreement with or without cause or notice. The following qualify as cause to terminate:
 - a) Upon failure of User to pay the monthly Parking Rent within four days after it is due. At Station House's option, User may continue use of the Parking Space, but Station House will levy a late charge of ten percent (10%) of the monthly license fee for each monthly license fee remaining unpaid within four (4) days after it is due.
 - b) Upon User's Lease terminating or User vacating the Leased Premises.
 - c) Upon violation by User of any term of this Agreement.
- 6) At the termination of this Agreement upon any of the events specified in paragraph 6 above, User will be required to remove the Vehicle from the Parking Space and area at the time of termination, without further notice from Station House. If User fails to remove his/her automobile immediately upon termination, then Station House shall have the right, and is hereby authorized, to have the automobile towed away and stored, in accordance with the laws of the applicable jurisdiction, at User's sole risk and expense.
- 7) User agrees to abide by the Parking Rules and Regulations set forth below:
 - a) Parking is restricted to passenger vehicles only. Parking of boats, trailers, buses or commercial vehicles is prohibited. Motorcycles must be parked in areas designated for motorcycles.
 - b) Vehicles must have a properly displayed current license tag and be in operating condition. Vehicles left in the parking areas with expired tags, without tags or improperly displayed tags, vehicles in a state of disrepair, or abandoned vehicles shall be towed at the owner's sole risk and expense.
 - c) If parking spaces are assigned, vehicles must be parked in their assigned space only. All unassigned spaces are available on a first come, no reservation basis. Vehicles parked outside the space designated for the parking of such vehicle or parked in violation of any law or ordinance, shall be towed at the owner's sole risk and expense.
 - d) In parking areas where a parking sticker or tag is required, a valid current sticker or tag must be displayed at all times. Any vehicle not displaying a current valid sticker or tag shall be subject to towing at the vehicle User's sole risk and expense.



- e) The repair, washing, testing or maintenance of any vehicle in any parking area is strictly prohibited.
 - f) Pursuant to the terms of the Lease, Station House reserves the right to change these rules and regulations with notice to the User. On an annual basis, Station House will require that all vehicles parking on the Apartment Community's premises be registered using the license number of the vehicle. Station House will maintain a registration file of vehicles by license number. In the event of a parking violation, Station House will make no attempt to contact the vehicle owner beyond the posting of the parking violation notice on the windshield of the vehicle (if required by local authorities). Vehicles will be towed without notice for the following violations: parking in a fire zone, parking in a handicapped designated space, blocking a driveway, failure to display a current parking sticker or tag (if required), or failure to remove a vehicle from the premises at the expiration of a tenancy. Repeat parking violations will result in Station House taking action to terminate your possession of your Apartment, as all parking violations constitute a breach of the Lease.
 - g) All parking stickers or tags must be properly AFFIXED in the lower right inside corner (passenger side) of the rear window.
 - h) Any lost or stolen parking sticker or tag is the sole responsibility of the User who is subject to penalty for replacement.
 - i) Any parking sticker or tag issued by Station House, which is altered or defaced, shall result in cancellation of all parking privileges.
 - j) Parking stickers or tags must be surrendered upon termination of the Lease; otherwise User will be subject to a charge for non-return of stickers or tags.
 - k) All parking stickers or tags remain the property of Station House.
 - l) Parking stickers or tags are issued upon valid proof of vehicle registration. A change in vehicle ownership shall require return of old permit and reissuance of a new sticker or tag.
- 8) It is expressly understood that this is a License Agreement only and conveys no interest of any kind, possessory or otherwise in or to the licensed Parking Space, other than a mere right to use the Parking Space for the parking of an automobile, under the terms and conditions of this Agreement. This License is granted to User only and cannot be transferred or assigned.

I hereby acknowledge that I have read and understood the Parking Rules and Regulations.



ROSELAND
RESIDENTIAL TRUST

— A MACK-CALL COMPANY —

BUILDING VISIONARY LIFESTYLE

Station House

PARKING LICENSE AGREEMENT

By signing below, Tenant(s) acknowledges that Tenant(s) received a copy of and understands these Community Policies and will accept and comply with them.

TENANT(S):

Nakeya Holmes
Nakeya Holmes (June 3, 2018)

Signature _____ Date _____

Nakeya Holmes

Print Name _____

Nakeya Holmes (nh)

E-signed 2018-06-01 02:33PM EDT
nakeyar@churchillliving.com



Signature _____ Date _____

Print Name _____

Signature _____ Date _____

Print Name _____

Signature _____ Date _____

Print Name _____

CO-SIGNER:

Signature _____ Date _____

Print Name _____

LANDLORD:

Station Townhouses LLC
by Roseland Management Company, L.L.C, its Authorized Agent

By: Jenny Maldonado

Print Name _____ Date _____

Jenny Maldonado
Jenny Maldonado (June 5, 2018)

Signature _____

Jenny Maldonado

E-signed 2018-06-05 08:31PM EDT

jmalonado@roselandres.com

Roseland

Director of Operations



Director of Operations

Title

c/o Station Townhouses LLC
Roseland Management Company, L.L.C.
7 Sylvan Way, Suite 350, Parsippany, NJ, 07054

Adobe Sign Transaction Number: CB.JCH0CAMBAV4HVA0Q6T64R5Im0BMNPqWpl.VLJiqqe_V



Station Townhouses

ANIMAL ADDENDUM

This Animal Addendum made this 2nd day of August, 2018, between Station Townhouses LLC (the "Owner") and Churchill Corp Services, (referred to in the singular as "Tenant") and is made part of the lease agreement dated 8/2/18 ("Lease") for the premises located at 701 Second Street, N.E., Apt #154, Washington, DC 20002, ("Premises")(the terms "you" and "your" refer to all Tenants and all occupants or guests; and the terms "we," "us," and "our" refer to the Owner).

We consider animals a serious responsibility and a risk to each resident in the Apartment Community. If you do not properly control and care for your animal, you will be held liable if the animal causes any damage or disturbs other residents.

DESCRIPTION OF ANIMAL

Animal's Name: n/a

Type:

Breed:

Color:

Weight:

Housebroken? Yes No

Owner Name:

- 1) **Pet Insurance/Liability.** Tenant shall be strictly liable for any injury to any person or damage to property caused by their pet, and shall indemnify Landlord for all costs of litigation and attorney's fees resulting from same. To that end, Tenant agrees to maintain and carry at Tenant's sole expense for the entire duration of the lease, an insurance policy, or its equivalent, issued by a licensed insurance company, which provides coverage of at least \$100,000 personal liability to cover liability and damages, including but not limited to, any property damage, personal injury, dog bite, or other injury that may be caused by such pet. The insurance policy must name Landlord as an additional insured and a copy of the insurance policy must be provided to and approved by the Landlord before bringing any approved pet on the premises. Authorization to bring and/or keep pets on the premises may be terminated, at Landlord's sole discretion, if the required insurance lapses and new policy is not provided upon Landlord's demand. Landlord shall from time to time have the right to make reasonable changes and additions to the above insurance requirements, if in writing and distributed to all tenants who are permitted to have pets.
- 2) **CONDITIONAL AUTHORIZATION FOR ANIMAL.** You may keep the animal that is described above in the Premises until the Lease expires. However, we may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you, your animal, your guests, or any occupant violate any of the rules contained in this Addendum or in the Lease. The following types of animals are prohibited from being kept in the Premises: (i) any animal with a weight exceeding N/A pounds; (ii) any type of monkeys, ferrets, snakes, rabbits, insects, reptiles and livestock. (iii) any dog which is a member, full or part, of any of the following breeds - Pit Bulls, Tosa Inus, German Shepherds, Rottweiler's, Presa Canarios, Fila Brasileiros, Argentine Dogos, Akitas, Chow Chows, Shar Peis, Dalmatians and new police and Doberman Pinschers; (iv) any animals with a history of danger or biting. If your animal meets any of these designations, you are not authorized to keep that animal in the Premises or the Community. **(For the purposes of this section, if the genetic composition of any dog contains any percentage of the foregoing breeds, it is prohibited.)**
- 3) **ADDITIONAL MONTHLY RENT.** Your total monthly rent (as stated in the Lease) will be increased by \$0.00. This sum is rent. It is not a security deposit and is not refundable. Your new total monthly rent is \$2,255.00.
- 4) **NON REFUNDABLE ANIMAL APPLICATION FEE.** Tenant shall pay Landlord a one-time non-refundable animal application fee of **\$0.00** in order to be considered for permission to keep an animal in the Premises. This Addendum and the authorization arising from the terms contained therein, shall not take effect unless the entire fee is delivered to Landlord. If you have more than one animal, a separate non-refundable animal application fee shall be paid for each animal.
- 5) **LIABILITY NOT LIMITED.** The additional monthly rent and approval fee described in this Animal Addendum do not limit your liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.
- 6) **LIMITED AUTHORIZATION.** You may keep only the animal described above. You may not substitute any other animal for this one. Neither you nor your guests or occupants may bring any other animal - mammal, reptile, bird, fish, rodent, or insect - into the dwelling or apartment community.
- 7) **EMERGENCY.** In an emergency involving an accident or injury to your animal, we have the right, but not a duty, to take the animal to any licensed veterinarian or humane society. You shall be liable for any charges or expenses associated with treatment to your animal.
- 8) **ANIMAL RULES.** You are responsible for the animal's actions at all times. You agree to abide by these rules:
 - a) No more than two (2) pets may be kept within the Premises. Fish tanks that exceed 10 gallons are prohibited in the Premises.
 - b) The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.
 - c) Dogs, cats and service animals must be housebroken. All other animals must be caged at all times. No breeding of any permitted animal is allowed in the community.



- d) Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) designated for your exclusive use.
- e) You must not let an animal other than service animals into swimming pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units.
- f) Your animal must be fed and watered inside the dwelling unit. Do not leave animal food or water outside the dwelling unit at any time, except in areas (if any) that may be designated for your exclusive use.
- g) You must keep the animal on a leash and under your supervision and control when outside the dwelling or any designated fenced area. You may not tie, stake or cage your animal outside the Premises. Tenants may not leave the animal on a balcony/patio/deck for extended lengths of time. We may pick up unleashed or abandoned animals and/or report them to the proper authorities. You agree that we may impose reasonable charges for picking up and/or keeping unleashed animals. You must restrain and secure the animal whenever a maintenance service member or any other member of Owner's staff is requested and or appears in the Premises.
- h) Unless we have designated a particular area on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate *anywhere* on our property. You must take the animal off our property for that purpose. If the animal defecates anywhere on our property (including a designated fenced area for your exclusive use), you will be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.

We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.

- 1) **VIOLATION OF RULES.** If you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our sole judgment) and we give you written notice, you must remove the animal immediately and permanently from the Apartment. We also have all other rights and remedies set forth in the Lease, including damages, eviction, and attorneys' fees to the extent allowed by law.
- 2) **COMPLAINTS ABOUT ANIMAL.** You must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents.
- 3) **OUR REMOVAL OF ANIMAL.** In some circumstances, we may enter the dwelling unit and remove the animal with one day's notice left in a conspicuous place. We can do this if, in our sole judgment, you have:
 - a) abandoned the animal;
 - b) left the animal in the dwelling unit for an extended period of time without food or water;
 - c) failed to care for a sick animal;
 - d) violated our animal rules; or
 - e) let the animal defecate or urinate in any unapproved location.

In doing this, we must follow the procedures of the Lease, and we may board the animal or turn the animal over to a humane society or local authority. We will return the animal to you upon request if we have not already turned it over to a humane society or local authority. We do not have a lien on the animal for any purpose, but you must pay for reasonable care and kenneling charges for the animal. If you do not pick up the animal within five (5) days after we remove it, it will be considered abandoned.

- 4) **LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.** You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand. As owner of the animal, you are strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You will indemnify us for all costs of litigation and attorneys' fees resulting from any such damage.
- 5) **MOVE-OUT.** When you move out, you will pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services. You—not us—are responsible for such fees or charges.
- 6) **MULTIPLE RESIDENTS.** Each resident who signed the Lease must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.
- 7) **MISCELLANEOUS.** You acknowledge that no other oral or written agreement exists regarding animals. Except for written rule changes permitted by the Lease, our representative has no authority to modify this Animal Addendum or the animal rules except in writing. This Animal Addendum and the animal rules are considered part of the Lease described above.
- 8) **LOCAL LAWS AND ORDINANCES.** The terms of this Animal Addendum may be modified by another addendum which conforms to the laws of the jurisdiction in which this Apartment Community is located. If there is any conflict in the terms of that addendum and this Animal Addendum, the conflicting terms of that other addendum shall control. In the event no other addendum is attached to this Animal Addendum and the local laws or ordinances provide additional rights or remedies not included herein, this Animal Addendum is amended by reference to such local laws and ordinances to incorporate the terms thereof herein, and such provisions shall supercede and control over the language of this Animal Addendum to the extent they are in conflict. If any of the provisions of this Animal Addendum are found to be unenforceable or void, then you and we agree that such unenforceable provisions shall be disregarded by the court, and the remaining enforceable provisions of this Animal Addendum will remain enforceable and binding on both you and us and will be construed to reflect the intent of the parties.



Station House

ANIMAL ADDENDUM

By signing below, Tenant(s) acknowledges that Tenant(s) received a copy of and understands these Community Policies and will accept and comply with them.

TENANT(S):

Nakeya Holmes
Nakeya Holmes (Jun 1, 2018)

Signature

Date

Nakeya Holmes

Print Name

Nakeya Holmes (nh)

E-signed 2018-06-01 02:33PM EDT
nakeyar@churchillliving.com



Signature

Date

Print Name

Signature

Date

Print Name

Signature

Date

Print Name

CO-SIGNER:

Signature

Date

Print Name

LANDLORD:

Station Townhouses LLC
by Roseland Management Company, L.L.C, its Authorized Agent

By: Jenny Maldonado

Print Name

Date

Jenny Maldonado
Jenny Maldonado (Jun 5, 2018)

Signature

Director of Operations

Title

c/o Station Townhouses LLC
Roseland Management Company, L.L.C.
7 Sylvan Way, Suite 350, Parsippany, NJ, 07054

Jenny Maldonado

E-signed 2018-06-05 08:31PM EDT
jmalonado@roselandres.com
Roseland
Director of Operations



Adobe Sign Transaction Number: C0JCI18CAJDA44VA0Q64E8ltn0GMNPqWplVLJfpe_V



LEAD DISCLOSURE FORM

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. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Leased Premises: The address of the Leased Premises is: 701 Second Street, N.E., Apt 154, Washington, DC 20002

The District of Columbia "Lead-Hazard Prevention and Elimination Act of 2008," as amended (the "Act"), D.C. Official Code § 8-231.01 et seq., requires an owner of a residential property constructed before 1978 to disclose the information contained in this Lead Disclosure Form to prospective tenants or prospective property purchasers, before any change in occupancy or contract for possession is executed. Owners are required to disclose specific information which they know or reasonably should know about the property related to the presence of lead-based paint and/or lead-based paint hazards, and any pending actions ordered under the Act. To meet the requirements of this law, you must complete this Lead Disclosure Form

Owner's Disclosures:

The undersigned is the agent of the owner of the Leased Premises ("Agent") and affirms that the following state what is reasonably know about the Unit.

A. The following statement describes what the Agent knows about the presence of lead-based paint in the Unit.

To the Agent's knowledge, lead-based paint is not known or reasonably known to be present on the interior or on the exterior of the Leased Premises, including common areas. Agent will provide access to any record or report Agent has about the absence of lead-based paint at this property.

B. The following statement describes what Agent knows or reasonably should know about the condition of the Leased Premises.

NOTE: The following definitions are followed with respect to the statement below.

DISTRICT OF COLUMBIA DEFINITION OF LEAD-BASED PAINT HAZARD: "Lead-based paint hazard" means any condition that causes exposure to lead from lead-contaminated dust, lead contaminated soil, deteriorated lead-based paint or presumed lead-based paint, or lead-based paint or presumed lead-based paint that is disturbed without containment. See D.C. Official Code § 8-231.01(22).

DEFINITION OF PRESUMED LEAD-BASED PAINT: "Presumed lead-based paint" means paint or other surface coating affixed to a component in or on a dwelling unit or child-occupied facility, constructed prior to 1978. See D.C. Official Code § 8-231.01(32).

To Agent's knowledge, lead-based paint hazards are not present nor likely to be present on the interior or on the exterior of the Leased Premises, including common areas, if applicable. Agent will provide access to any record or report Agent has about the absence of lead-based paint hazards at this property

C. The following accurately describes whether any government action is currently pending, with respect to the Leased Premises.

There are currently no pending actions ordered by a District Government agency with respect to the Leased Premises, listed above.

Owner's Acknowledgement:

By signature below, the undersigned agrees that this Lead Disclosure Form states information about the Unit listed above, which is reasonably known to the Agent, and that Agent has have answered the questions in this form truthfully. Agent also agrees to comply with the Act's requirement that Owner provide information to prospective tenants, as well as to any prospective purchasers, before they are under any contract to purchase or lease a dwelling unit. Undersigned understands that falsification of any information provided or required in this document may subject Agent to civil or criminal penalties, D.C. Official Code § 8-231.15(b) and § 8-231.16(b).

ACKNOWLEDGMENT FORM

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards and/or Pending Government Actions

Leased Premises: 701 Second Street, N.E., Apt 154, Washington, DC 20002

Tenant's Acknowledgement:
[] Tenant confirms receiving a completed Lead Disclosure Form for the Leased Premises on the date listed below.
[] Tenant confirms receiving the pamphlet Protect Your Family from Lead in Your Home on the date listed below.
TENANT INITIALS:
[Signature] (initial) [] (initial) [] (initial) [] (initial) [] (initial)
Co-Signer



Station House

LEAD DISCLOSURE FORM

Landlord's Acknowledgement:

Landlord has informed the owner of the Leased Premises of its obligations under §42 U.S.C. 4852d, and is aware of its responsibility to ensure compliance.

By signing below, Tenant(s) acknowledges that Tenant(s) received a copy of and understands these Community Policies and will accept and comply with them.

TENANT(S):

Nakeya Holmes
Nakeya Holmes (Jun 1, 2018)

Signature _____ Date _____

Nakeya Holmes

Print Name _____

Nakeya Holmes (nh)

E-signed 2018-06-01 02:33PM EDT

nakeyar@churchilliving.com



Signature _____ Date _____

Print Name _____

Signature _____ Date _____

Print Name _____

Signature _____ Date _____

Print Name _____

CO-SIGNER:

Signature _____ Date _____

Print Name _____

LANDLORD:

Station Townhouses LLC

by Roseland Management Company, L.L.C, its Authorized Agent

By: Jenny Maldonado

Print Name _____ Date _____

Jenny Maldonado
Jenny Maldonado (Jun 5, 2018)

Signature _____

Director of Operations

Title _____

c/o Station Townhouses LLC
Roseland Management Company, L.L.C.
7 Sylvan Way, Suite 350, Parsippany, NJ, 07054

Jenny Maldonado

E-signed 2018-06-05 08:31PM EDT

jmaldonado@roselandres.com

Roseland

Director of Operations



Adobe Sign Transaction Number: CBJCHBCAABA448VACQ6164P5lm0BMNPqWpLVLJlqpe_V



ROSELAND
RESIDENTIAL TRUST

— A MACK-CALI COMPANY —

BUILDING VISIONARY LIFESTYLE

STATION TOWNHOUSES

Electronic Signature (e-Signature) Disclosure

TERMS:

I hereby assert that I am authorized to Electronically Sign any and all leasing documents including, but not limited to, Lease Application, Community Welcome Letter, Community Lease, Community Forms/Addendums (if applicable). In addition, I certify that the electronic signature that I provide on any of the aforementioned forms, is my own identity, and no identity other than my own. In the event that I have electronically signed any aforementioned form as an identity other than my own, any and all forms will be considered void. ***I understand that if I intentionally provide an electronic signature as an identity other than my own, I am committing fraud.***

I understand that by initialing this eSignature Disclosure & Agreement, I will be Electronically Signing these documents.

By consenting to receive this agreement electronically, you agree to provide us with the correct information (such as current email address) necessary to communicate with you electronically. This information will also be used to verify your identity. ***I understand that if I intentionally provide incorrect information, so that I am able to sign as an identity other than my own, I am committing fraud.***

Electronic Signature (e-Signature): You agree your electronic signature is the legal equivalent of your manual signature on this Agreement. You consent and agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service we offer; or in accessing or making any transactions regarding any document, agreement, acknowledgement, consent, term, disclosure, or condition constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to validate your eSignature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your eSignature or resulting contract between you and Roseland, its successors and predecessors, assignees, parents, subsidiaries, affiliates, divisions, departments, related entities, employees, directors, officers, agents, representatives, direct or indirect ownership entities of their owned or managed properties and related companies. You also represent that you are authorized to enter into this Agreement.

You understand and agree that your eSignature executed in conjunction with the electronic submission of your application will be legally binding and such transaction will be considered authorized by you. You agree to verify your identity before providing an electronic signature. ***You understand that providing any electronic signature as any identity but your own will void any form which is mentioned herein, as well as any form electronically signed.***

Your Consent is “**required**”: By initialing below, you are agreeing to receive documents as described by the above “Terms” electronically.

“The parties agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of legal effect, validity, enforceability and admissibility. The parties agree that the identity indicated by the electronic signature is the identity of the person providing this signature.”

Tenant Acknowledgement:

TENANT INITIALS:

nh

nh

(initial)

(initial)

(initial)

(initial)

(initial)

Co-Signer