

## Lease Addendum Community Policies, Rules and Release

This Lease Addendum is attached to and made a part of your lease.

Welcome to your new home professionally managed by Riverstone Residential. We hope these community policies acquaint you with the many services and facilities available to you. It's the goal of Riverstone Residential to maintain a community where all residents are proud to call home. The management office is open to serve you and we request your assistance in maintaining high standards for your community.

Your lease contract is a very important document, be certain you received a copy. You need to thoroughly read the lease contract and all addenda to the contract. Please contact the management office if you have any questions about the contract or addenda.

Residents and all occupants, and guests, must comply with all policies regarding use of the resident's dwelling and the common areas. There are policies contained in the lease and separate policies attached to the lease or provided to the resident(s) during the lease term. For purposes of this acknowledgment, "owner" includes the dwelling owner named in your lease, Riverstone Residential and their respective partners, employees, officers, directors, agents and servants. "Lease" means the Lease Contract between owner and resident(s). "Home" means the apartment, town home, or other space leased from owner including garages.

The owner does not promise or warrant that owner will be aware of crime that happens in the area or even on the property. Owner will try to notify the residents when owner becomes aware of a serious crime on the property with written notice attached to residents front door.

If you would like to obtain accurate crime statistics for this geographic area, the local police station will be able to accommodate your request as a matter of public record. Additionally, the community maintains copies of resident notices issued in response to reported crimes occurring at this location. These copies may be viewed upon request.

Owner reserves the right to reduce, modify or eliminate any security system, security devices or service (other than those statutorily required) at any time and without notice; and such action shall not be a breach of any obligation or warranty on the part of the owner.

**Access Gates.** Your community may have access gates. If your community has access gates, you will be given separate instructions on proper operation of the gates including, codes, transmitters, and other information. Owner is not and shall not become liable to you, your family, your guests or other occupants of your home for any injury, damage or loss whatsoever which is caused as a result of a problem, defect, malfunction or failure of the performance of the access gates.

**Mail & Deliveries.** In the event that Owner accepts delivery of Resident's mail or packages, Resident releases Owner from all liability with respect to the acceptance or storage of any mail or packages. Packages will be returned to sender if not claimed within seven (7) days of delivery.

**Construction.** In the event that the apartment community is under construction, Resident agrees to observe all warning signs and blockades and stay away from the construction areas. Construction crews work throughout the days during the week and on weekends in order to complete construction. Areas of construction will have machinery and equipment to be used by authorized personnel only and entry into these areas by Resident, occupants of the Unit or their respective guests is strictly prohibited.

**Maintenance.** Emergency maintenance service is provided 24 hours a day by calling \_\_\_\_\_. Qualified maintenance personnel are on duty to handle most problems that may arise. Please be considerate when requesting after hours maintenance. If the situation can wait until the management office opens, please wait and call or leave a message with the answering service. Routine maintenance calls are taken during normal office hours. Any situation of potential property damage or resident injury is considered an emergency. For any calls after normal business hours, call \_\_\_\_\_ and explain the emergency. Management personnel will be contacted. Owner reserves the right to determine whether a maintenance situation is an emergency. This provision shall not be construed as a waiver by Owner to require written notice of any repair requests. Resident acknowledges that this pertains to maintenance requests only; Resident agrees to contact the local law enforcement agency in the event of security related concerns.

We will be glad to install any additional security devices identified in your lease; however, we require and request payment in advance. Our compliance with, or response to, any verbal request regarding safety matters shall not waive the strict requirements for written notices and requests relating to safety matters (such as exterior lighting, gates, locks, latches, alarm systems, and other similar systems).

1. Please do not make modifications to the walls, shelves, or closets without prior written approval from the management office.
2. Check breakers before calling in an electrical service request. If wall socket is out of order check all light switches.
3. Care for your countertops. Never place cigarettes, burning objects, hot cookware or chop food directly on the surfaces.
4. Use cold water when running your disposal. Insert soft foods only. If your disposal does not work, try pushing the reset button on the bottom of it.
5. Remove excess food from dishes prior to using dishwasher. The disposal should be emptied before the dishwasher begins its cycle.
6. Keep all drains free of hair and grease. POUR KITCHEN GREASE IN A CAN, NOT DOWN THE SINK.
7. Do not use aluminum foil or metal in the microwave.
8. Do not cover range top drip pans with aluminum foil.
9. Only toilet paper should be flushed down your commode; paper towels, tissue, hygiene articles, etc. should be thrown in the garbage.
10. Use shower curtain when taking a shower. Water on your bath floor could damage flooring, or flood the downstairs home.
11. Should your toilet overflow, turn off the valve immediately. This is the small faucet handle located on the wall near the base of the toilet. Call management immediately.
12. Utilize only those telephone outlets already available in your home.
13. Do not use candles or kerosene lamps for light. Only battery powered lighting may be used for lighting if electricity is interrupted or terminated.
14. General preventative pest extermination is available at \$\_\_\_\_ charge. Please contact the management office to schedule an appointment. Resident(s) will be responsible for clean up of infestations of bed bugs, fleas and rodents.
15. Resident may be charged for damages associated with above items.

Resident's Initials \_\_\_\_\_



**Laundry Rooms.** If your property provides laundry rooms, the rooms will be operated by a commercial company. A repair number is posted in the laundry facility and may be called for repair service and refunds. Please help keep the laundry room clean.

**Obstructions & Trash.** Keep all sidewalks, entrances, passageways and stairways around the property free from obstructions. Keep trash in its proper place. Trash receptacles are located on the community grounds. A minimum charge of \$5 and up to \$50 will be levied for anyone placing trash in any area not designated for refuse disposal.

**Patios & Balconies.** Please keep patios/balconies clean. Patios/balconies are to be used for patio furniture and plants. Patios/balconies are not to be used for storage. Garbage bags, garbage receptacles, bicycles, toys, clotheslines or clothes hanging over balcony rails, and similar items are unsightly as well fire hazards. Resident agrees to comply with the local fire codes in relation to the use of barbecues. The minimum acceptable policy for use of barbecues prohibits the use of any grill, hibachi, or smoker within 10 feet of the building or overhang. Any person violating this code or failing to comply with it is subject to a fine and may be in default of their lease.

**Vehicles & Parking.** All vehicles must be registered with the management office and display a Riverstone Residential parking sticker or permit attached to the driver side of the front windshield. When you move out, you agree to return the permit(s) issued. A fee will be charged for each permit not returned upon move out.

Please do not wash or repair vehicles on the premises, unless it is in an area designated as such by the management office. If boat parking is available, please use the designated areas only. Please observe the posted speed limits ( )MPH. No trailer, motor home, unauthorized boats, campers or large trucks are allowed on parking facilities.

Permits issued: 1. Permit no. Vehicle license plate/state: Make/Model/Color:

2. Permit no. Vehicle license plate/state: Make/Model/Color:

Transmitters issued: 1. I.D. no.

2. I.D. no.

**Apartment Keys.** During normal business hours, the management office will allow residents entry into their home upon verifying photo identification against the lease file. The property does not respond to after-hours lockouts unless the key breaks off inside the lock or the key does not work. Otherwise, a local locksmith will need to be notified. Management must have a key to your apartment. Additional locks may be added to your door ONLY with the permission of the resident manager, and must be installed by the management maintenance staff. A lock change will be provided for \$ and will be completed after payment is received. **Owner does not provide after-hour lockouts service or key duplications after move-in.**

**Animals.** Animals are not permitted on the premises approved by management in writing by separate agreement. Upon acquiring an animal, sign an animal addendum, a photo of the animal must be on file, an animal deposit and/or applicable animal fees paid. Service animals are not subject to an animal deposit. Visiting pets exceeding 1 week visit duration must obtain management approval in writing.

**Transfer.** During Resident's current lease term, if Resident wants to transfer from one unit to another unit in the apartment community, the transfer must be approved by Owner. For consideration, Resident(s) must have fulfilled 6 months of residency, employment and income will be re-evaluated, must have paid rent on time consistently and apartment must be in good condition. If Owner approves the transfer, Resident will need to sign a new lease, must give a 30 day notice, complete applicable paperwork, pay any applicable transfer fee and pay a New Security Deposit. After Owner has inspected the Unit, the appropriate portion of Resident's original Security Deposit will be refunded in accordance with applicable law. Contact the management office if you wish to transfer from your current home at the community to another one.

**Assignment and Subletting.** Resident shall not assign or sublet all or any portion of this Lease or Resident's right to occupy the Unit to anyone.

**Moving.** All moving vans, trucks and other activity related to moving into our out of your home at this community begins no earlier than 8am and ceases by 9pm daily. Complete the move-in/move-out inspection form with a Riverstone Residential associate regarding the condition of your home before you move in. Make certain you receive a copy to keep for your records.

**No Loitering.** Residents, occupants and guests are not permitted to loiter in the parking areas.

**Guest & Gatherings.** As a resident, you are responsible for your guest(s) behavior. Keep gatherings in the common areas, clubroom, barbecue/picnic area, or inside your apartment home. The consumption of alcoholic beverages is restricted to the confines of your living areas. People not accompanied by a resident will be asked to leave the property.

**Zero Tolerance.** Any arrestable offense will not be tolerated. Fighting of any kind is an arrestable offense and will not be tolerated. Illegal drug use or the possession of illegal drugs will not be tolerated. Guests staying more than 3 days in your home must be registered in the management office. Disposing of trash anywhere other than designated areas will not be tolerated. Inappropriate behavior including but not limited to fighting, playing on fencing, graffiti, destruction of property, or other use of community property for other than designed use will not be tolerated. Open containers of alcohol are illegal.

**Window Coverings.** Window coverings are provided by the community. Any uncovered window can only be covered by draperies with a white backing to maintain consistent window appearance. You are welcome to use your own window treatments in front of the provided window coverings. No stickers or decals are to be displayed in the windows.

**Noise.** Respect the privacy of your neighbors with regard to televisions, radios, and stereos. Gatherings must not become loud, boisterous, rude or generally disturbing to other residents. Residents playing loud music in their apartments, the common area or cars will be in violation of their lease and may be issued a citation for disturbing the peace.

**Fitness Center, Playground, & Other Recreational Areas.** All property recreational facilities are provided for the enjoyment of the residents and guests. Abuse of the facilities and or policies will not be tolerated. Management reserves the right to restrict, wherever necessary, resident's facility privileges. Keep skateboards, roller blades, and bicycles out of the courtyard and use in the areas designated for these activities. The facilities may include, but not limited to, the fitness center, playground, racquetball court, basketball court, tennis court, or other areas. Observe posted rules and following policies:

1. All activities in any of the recreational areas are unsupervised. Use at your own risk.
2. Property owner(s) and management assume no responsibility for accident or injury.

Resident's Initials \_\_\_\_\_



3. You should consult your physician before participating in any physical exercise since inherent risks may be associated.
4. Persons under 14 years of age must be accompanied by a parent or responsible adult.
5. Please use equipment only in manner intended by the manufacturer.
6. Please notify the management office immediately if you believe any equipment is malfunctioning.
7. The fitness center should not be occupied by anyone not using the exercise facilities.
8. Recreational areas may be used by residents and up to 2 guests. Residents must supervise guests at all times.
9. Only drinks in plastic containers with lids are allowed. No food please.
10. Pets are not permitted unless approved by the management office.
11. Appropriate exercise shoes and clothing must be worn at all times. Swimwear when used for exercising, is not appropriate. Management will determine appropriate clothing.

**Swimming Pool(s)/Spa.** The pool(s)/spa is provided for your enjoyment. Resident(s) agrees to obey all rules and regulations pertaining to the use of the pool/spa, established by the owner, and that you will instruct members of your household and guests to follow and adhere to such rules. Observe the posted rules and following policies:

1. Use the pool at your own risk.
2. No lifeguard or other safety personnel will be on duty at the swimming pool or spa at any time unless you receive notice from the management office stating otherwise.
3. Dial 911 for EMS or emergencies.
4. Posted pool hours are to be observed by all pool users.
5. Persons under the age of 14 must be accompanied and supervised by a parent or legal guardian at all times.
6. Pool area entry/exit gates may not be propped open, or otherwise rendered inoperable for any purpose, even temporarily.
7. Safety equipment is to be used only in case of an emergency.
8. No running, horseplay, loud noise or disturbing activities allowed.
9. Pool/spa may be used by resident(s) and up to 2 guests per home.
10. Residents must accompany and supervise all guests.
11. No glass permitted in pool/spa area.
12. No pets allowed in pool/spa area.
13. Proper swimming attire is required. Threads from improper bathing attire such as cut-offs or tank tops can cause drain clogs. If a drain clog occurs due to your attire, you may be subject to the resulting service charge to open the blockade.
14. Any individuals with skin abrasions, lesions, cuts, contagious skin or eye disease, or nose, ear, or communicable diseases may not use the pool facilities and will be strictly prohibited from pool entry.

**Business Center.** Resident agrees to obey the following rules and regulations pertaining to the use of the Business Center located in the apartment community:

1. Resident is limited to two guests at any one time in the Business Center and all guests must be accompanied by Resident.
2. Resident shall be allowed to use the computers in the Business Center for a maximum period of 1 hour at a time. Once this 1 hour period has expired, Resident may use the computer in the Business Center on a "stand by" basis until another Resident requests use.
3. Resident acknowledges how to use the computers in the Business Center and will not use any computers Resident does not know how to use. When finished with a computer, Resident agrees not to turn off the computer, but to click on the HOME icon.
4. Resident will not access icons or system files, chat rooms, newsgroups, list servers or bookmarks, access of print pornographic material, violate copyright laws or otherwise use the intellectual property of others without permission or download to disks. Resident represents that Resident will use the Business Center for research and educational purposes only. Resident and Resident's guests shall not use the Business Center, or the computers located in the Business Center, for any other purpose and shall not display, connect with or print out information from any pornographic or sexually suggestive site.
5. Resident acknowledges that neither the Owner nor the Owner's managing agent have any responsibility to monitor or prevent access to any sites which may be objectionable and that Owner cannot and does not guarantee that any material available on any computer or any internet site is current, accurate, inoffensive or suited to any particular user's purpose.
6. Neither Owner nor Owner's managing agent are responsible or liable for any damages sustained by Resident or Resident's guests or others with respect to the use of the Business Center, or any computer located in the Business Center, and Resident hereby releases Owner and Owner's managing agent from any and all responsibility, liability or damages of any nature whatsoever relating to the use of the Business Center, or any of the computers located at the Business Center, by Resident, Resident's guests, or other.
7. Resident shall be responsible for any children using the Business Center and Resident represents that no one under the age of 10 may enter the Business Center without being accompanied by an adult.

**Lease Contract.** The lease contract is and will be subject and subordinate to the lien and provisions of any mortgages or deeds of trust now or hereafter placed against the property or against our interest or estate in the property, and any renewals, modifications, consolidations and extensions of such mortgages of you to effect subordination. If any mortgagee elects to have this lease prior to the lien of such mortgagee's mortgage or deed of trust, and given such notice of such election to you, this lease will be deemed prior to the lien of such mortgage or deed of trust, whether this lease is dated prior or subsequent to the date of such mortgage or deed of trust, or the recording thereof. You will execute and deliver upon request from us, such further instruments evidencing the subordination of this lease to any mortgage or deed of trust. In the event of foreclosure or the exercise of the power of sale under any mortgage or deed of trust against the property, you will, upon request of any person or party succeeding to our interest as a result of such proceedings, attorn to such successor in interest as landlord under this lease; provided, however, in no event shall you have the right to terminate this lease in the event of foreclosure by any lien holder of the property.

**Waiver.** A failure by the owner to insist upon strict performance of any of the policies contained herein shall not be deemed to be a waiver of any of the rights or remedies the owner may have, and shall not be deemed a waiver of any subsequent breach or default in the terms of these policies.

**Interpretation of Policies.** The owner's interpretation of these rules and regulations, and the owner's decision based on them, shall be final and conclusive. All policies will be strictly enforced. Anyone violating these policies will be asked to move.

**Modifications of Policies.** The owner may, from time to time, amend or change any of the community policies applicable to the standard of conduct to be exercised in the community by giving written notice to the resident pursuant to the terms and conditions set forth in the lease governing such notices.

Resident's Initials \_\_\_\_\_

**ACKNOWLEDGEMENT, CONFIRMATION AND RELEASE**

In consideration of the execution of the Lease to which this Addendum is attached, the undersigned Resident(s) hereby acknowledge and confirm the following:

1. The owner is not responsible for my personal safety or that of my belongings. Owner has not stated or implied to me in any way that my security or safety or that of my property or guests will be provided, promised, or guaranteed. I understand that security is the responsibility of myself and the local law enforcement agency.
2. If this community has access gates or other entry restricting devices, or if my apartment has an intrusion alarm, and with respect to the smoke alarm(s) located in the apartment, I ACKNOWLEDGE THAT THE OWNER IS NOT RESPONSIBLE FOR AND I HEREBY RELEASE OWNER AND ITS MANAGER FROM LIABILITY FOR DAMAGE, COSTS, LOSS OF PERSONAL PROPERTY, OR INJURY TO PERSONS AS A RESULT, OR ARISING OUT OF OR INCIDENTAL TO THE INSTALLATION, OPERATION, NON-OPERATION, REPAIR OR REPLACEMENT OF THE ACCESS GATES, SUCH DEVICES OR ALARMS, WHETHER OR NOT CAUSED BY THE NEGLIGENT ACT OR OMISSION OF THE OWNER OF THIS PROPERTY OR ITS MANAGER.
3. I understand that providing insurance on my personal property is my responsibility. Owner has not stated or implied to me that it will provide insurance or any coverage for any loss.
4. If the manager accepts mail or small deliveries on my behalf, I release owner and manager from liability for the acceptance or storage of such mail and deliveries.
5. I AGREE TO ASSUME FULL AND COMPLETE RESPONSIBILITY FOR ALL RISKS AND HAZARDS ATTRIBUTABLE TO, CONNECTED WITH OR IN ANY WAY RELATED TO ANY CONSTRUCTION NOW OR HEREAFTER OCCURRING ON THE PROPERTY.

Apartment Number \_\_\_\_\_

\_\_\_\_\_  
Resident Date

\_\_\_\_\_  
Owner Representative Date

\_\_\_\_\_  
Resident Date

\_\_\_\_\_  
Resident Date

\_\_\_\_\_  
Resident Date

**WAIVER, RELEASE, DISCHARGE AND INDEMNITY**

In consideration of being allowed to participate in the activities and programs of this property and to use its facilities and equipment. I do hereby waive release and forever discharge this property, its owner and manager and their respective partners, employees, officers, directors, agents, and servants (The "Releases") from any and all responsibilities or liability for injuries or damages resulting from my participation in any activities or my use (or that of my children) of equipment, facilities, swimming pools or spas at this property including any responsibilities or liabilities caused by the negligent act or omission of any of the releases, or in any way arising out of or connected with my participation in any activities of the property or the use of any equipment. I do hereby agree to and will indemnify and hold harmless releases from any cause of action for property damage, personal injury and/or death of/to myself and/or my minor child(ren) and/or my guests whether caused in whole or in part by my negligence or the negligence of my guests.

I understand that fitness activities involve a risk of injury and even death and that I am voluntarily participating in these activities and using equipment with knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death.

I acknowledge and agree to this waiver, release and discharge of liability.

\_\_\_\_\_  
Resident Date

\_\_\_\_\_  
Owner Representative Date

\_\_\_\_\_  
Resident Date

\_\_\_\_\_  
Resident Date

\_\_\_\_\_  
Resident Date



42. **DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.** We will mail you your security deposit refund within fifteen (15) days after surrender or abandonment if we do not intend to impose a claim on the security deposit. If we do intend to impose a claim on the security deposit we shall give you thirty (30) days written notice by certified mail to your last known mailing address stating the reason for imposing the claim.

You have surrendered the apartment when all apartment keys and access devices listed in paragraph 5 have been turned in where rent is paid—whichever date occurs first.

An apartment is also considered "abandoned" if you are absent from the apartment or premises for at least fifteen (15) days, unless the rent is current or you have notified us in writing of your intended absence.

Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 13), but do not affect our mitigation obligations (paragraph 32).

**Signatures, Originals and Attachments**

43. **ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, with original signatures—one for you and one or more for us. Our rules and community policies, if any, will be attached to the Lease Contract and given to you at signing. When an Inventory and Condition form is completed, both you and we should retain a copy. The items checked below are attached to this Lease Contract and are binding even if not initialed or signed.

- Animal Addendum
- Inventory and Condition Form
- Mold Addendum
- Enclosed Garage Addendum, dated \_\_\_\_\_
- Community Policies Addendum, dated \_\_\_\_\_
- Lease Contract Guaranty ( \_\_\_\_\_ guaranties, if more than one)
- Notice of Intent to Move Out Form
- Parking Permit or Sticker (quantity: \_\_\_\_\_)
- Satellite Dish or Antenna Addendum
- Asbestos Addendum (if asbestos is present)
- Lead Hazard Information and Disclosure Addendum (federal)
- Utility Addendum
- Remote Control, Card or Code Access Gate Addendum, dated \_\_\_\_\_
- Intrusion Alarm Addendum, dated \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_

You are legally bound by this document.  
Read it carefully before signing.

Resident or Residents (all sign below)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner or Owner's Representative (signing on behalf of owner)

\_\_\_\_\_

Address and phone number of owner's representative for notice purposes

12575 Green Cay Farms Blvd  
Boynton Beach, FL 33437  
(561) 499-5544

Name and address of locator service (if applicable)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date form is filled out (same as on top of page 1) 10/28/2010

**SPECIAL PROVISIONS (CONTINUED FROM PAGE 2).** Pursuant to Clause 33 of the Lease Agreement, Resident has the option of a jury trial and does not waive their rights herewith. In addition to Community Policy #19: Violation of any of the following provisions may be a material and irreparable violation of the lease and good cause for termination of tenancy: Gang or drug related activity engaged in, on or near the premises by any resident, household member or guest, and any such activity engaged in, or at, Green Cay Village by any person under the resident's control; determination made by the Landlord that a household member is illegally using a drug or that a pattern of illegal drug or alcohol abuse interferes, threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

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