

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



## RESIDENTIAL LEASE AGREEMENT MONTGOMERY COUNTY, MD

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

| Manager                                    |
|--|
| Name: Home Properties, L.P.                |
| Address: 18205 Lost Knife Circle           |
| Attn: Melissa LaChance                     |
| City: Montgomery Village ST: MD Zip: 20886 |
| Telephone: (301) 948-0610                  |

| Resident Names |
|----------------|
| Name:          |
| Name:          |
| Name:          |
| Name:          |
| Name:          |
| Name:          |

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

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

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

|  |
|--|
| <b>Community Name:</b> Cider Mill Apartments           |
| <b>Apartment Address:</b> 18363 LOST KNIFE CIRCLE #101 |
| <b>City:</b> Montgomery Village                        |
| <b>State:</b> MD <b>Zip:</b> 20886                     |

The word "Community" in this Lease means the entire apartment complex. The word "Apartment" means your apartment identified above. The addresses set forth above for us and for you are the addresses where notices are to be sent under this Lease.



**Lease Terms:**  
 From: \_\_\_\_\_  
 Lease Start Date  
 To: \_\_\_\_\_  
 Lease End Date  
 (unless earlier terminated pursuant to this Lease)

**2<sup>nd</sup> Year Terms:**  
 2<sup>nd</sup> Year Commencement Date:  
 Monthly Base Rent:  
 Percentage Increase:

**Lease Type:**  
 Standard

**Monthly Rent:**

**Net Rent**  
 (Monthly Rent Due)

**Deposits (Refundable)**

**Other Charges (Non--refundable)**

**NOT APPLICABLE**

**Agreed and Understood:**

Resident Initial: \_\_\_\_\_ Date: \_\_\_\_\_      Resident Initial: \_\_\_\_\_ Date: \_\_\_\_\_  
 Resident Initial: \_\_\_\_\_ Date: \_\_\_\_\_      Resident Initial: \_\_\_\_\_ Date: \_\_\_\_\_

**\*Two-Year Lease Offer.** Montgomery County law requires us to offer all prospective residents lease agreements having an initial term of two (2) years, unless we have reasonable cause to do otherwise. You may accept or reject this offer. Before signing this Lease, you confirm that (initial and date one option):

- \_\_\_\_\_ a. Landlord offered me a 2-year lease term and I accepted it.
- \_\_\_\_\_ b. Landlord offered me a 2-year lease term but I rejected it.
- \_\_\_\_\_ c. Landlord gave me a statement explaining why the landlord had reasonable cause not to offer me a 2-year lease term and telling me that I can challenge the landlord's action by filing a complaint with the Montgomery County Department of Housing and Community Affairs.

If you accept a 2-year lease term, please note that as of the beginning of the second year of your lease term, your rent will increase to the amount set forth above. The Voluntary Rent Guideline for Montgomery County for the year 2012 is 2.8%. You may request that the Montgomery County Department of Housing and Community Affairs review any rent increase that you consider excessive.

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

**1. Utilities and Amenities.**

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

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

If we retain some or all of your security deposit, we will notify you at the forwarding address you provide of the reasons we withheld part or all of your security deposit. Pursuant to the Maryland Real Property Article, the following provisions apply if we require a security deposit from you:

- a. **Inspection of Apartment on Moving In.** You have the right to be present at the inspection of your Apartment for the purpose of making a list of existing damages, but only if you notify us in writing by certified mail within 15 days after you move in that you request a list of all existing damages. We will promptly provide you with a written list of all existing damages to the Apartment.
- b. **Inspection of Apartment on Moving Out.** You have the right to be present when we inspect your Apartment to determine if any damage was done to the Apartment, but only if you notify us by certified mail of your intention to move, the date of moving and your new address. You must provide us such notice at least 15 days prior to your date of moving. Upon receipt of your notice, we will notify you in writing sent by certified mail of the date and time when the Apartment will be inspected. The inspection shall occur within 5 days before or 5 days after your date of moving as designated in your notice.

- c. Timing of Return of Security Deposit. We will send you notice by first class mail to your last known address within forty-five (45) days after the end of the Lease term itemizing any damages claimed by us together with a statement of any costs actually incurred. We will return your security deposit together with interest, less any allowed deductions, plus accrued interest in accordance with the Maryland Real Property Article by first class mail to your last known address within forty-five (45) days after the end of your tenancy.
- d. Failure to Comply. Our failure to comply with the above security deposit provisions may result in our being liable to you for a penalty of up to 3 times the security deposit withheld, plus reasonable attorneys fees.

3. **Entering the Apartment.**

- a. Notice Except in Emergency. We may enter the Apartment after giving you due notice (24 hours) and you have not unreasonably objected, to: make necessary repairs, decorations, alterations or improvements; to supply services only by mutual agreement during normal business hours, except in an emergency; or show the Apartment to prospective purchasers, mortgagees, or residents only during normal business hours, including weekends, except as you and we otherwise agree. We may enter the Apartment immediately without notice to you in an emergency situation. If you contact us to request a repair, then you have given us permission to enter the Apartment to make a responding service call.
- b. County Inspection. We may enter the Apartment after giving you due notice (24 hours) when we are required to allow access to the Department of Housing and Community Affairs for an inspection; or when we have good cause to believe that you may have damaged the Apartment.
- c. Last 2 Months. During the last 2 months of the term of your Lease, we may enter the Apartment to show the Apartment to prospective residents. You agree to cooperate with us in showing the Apartment. Please be advised that on occasion you may be asked to show the Apartment on less than 24 hours notice.

- 4. **Repairs.** We will promptly respond to your maintenance requests and will correct any routine maintenance items within twenty-four (24) hours or on the next business day. However, our responsibility to make repairs is limited as described in Part C, Section 9 below.

- 5. **Insurance.** We will insure the Community in accordance with reasonable commercial practices.

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

**Agreed and Understood:**

Resident Initial: \_\_\_\_\_ Date: \_\_\_\_\_ Resident Initial: \_\_\_\_\_ Date: \_\_\_\_\_

Resident Initial: \_\_\_\_\_ Date: \_\_\_\_\_ Resident Initial: \_\_\_\_\_ Date: \_\_\_\_\_

6. **Delivery of Possession.** We will deliver the Apartment to you as of the beginning date of the term. If the Apartment is not ready for you to move in as of that date, you may terminate this lease, and we will refund all pre-paid rent, security deposit and other payments. We are also liable to you for consequential damages actually suffered by you subsequent to your notifying us that you were unable to move in, pursuant to the Maryland Real Property Article. Alternatively, if you wish to wait until the apartment is ready, you will not have to pay rent until we notify you that the Apartment is ready. When we notify you that the Apartment is ready, your obligation to pay rent shall begin.
7. **Condition of Apartment and Community.** When you move in, we will deliver the Apartment and all common areas of the Community in a clean, safe and sanitary condition, free of rodents and vermin, in a habitable condition, and in complete compliance with all applicable laws.

We acknowledge our responsibility to maintain the Apartment and the Community in accordance with all applicable provisions of any federal, state, county or city statute, code, regulation or ordinance governing the maintenance, construction, use or appearance of the Apartment and the Community, including Chapter 8, Title "Buildings," Chapter 22, Title "Fire Prevention," Chapter 26, Title "Housing Standards," and Chapter 59, Title "Zoning" of the Montgomery County Code, as amended, which are incorporated by reference into this Lease, pursuant to which we make this express warranty of habitability and covenant to repair.

You acknowledge your responsibility to comply with all obligations imposed on you in this Lease and all applicable provisions of federal, state, county or city statutes, codes, regulations or ordinances.

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

1. **Rent.** You agree to pay us rent in the amount set forth above (on page 2). Rent must be paid in monthly installments on the first day of each month. Rent for any partial month will be prorated. Rent must be paid in full and no amount may be subtracted from it.

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

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

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

**Late Fees.**

If you fail to pay the rent in full before the end of the 10th day of the month, you will pay us, as additional rent, a late fee of 5% of the monthly rent after the 10th of the month. The late fee is due on the 11th of the month.

**Returned Checks.**

You will pay us, as additional rent, a fee of \$35.00 for all returned checks. You agree that we have the option to re-present returned checks to your bank electronically and debit your account for the face amount of the check and a returned check processing fee. You will still be responsible for any late fees and bank fees. If your rent check is returned and we choose not to re-present the check electronically or are unsuccessful in doing so, you will pay the rent and the applicable late fees and charges by money order or certified check. If your rent check is returned more than 2 times in any twelve (12) month period, we may require that you pay all rent and other charges by money order or certified check.

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

Capital One Bank    7501 Wisconsin Avenue, 12th Floor  
Bethesda, Maryland 20814

We will pay interest on your security deposit in accordance with applicable law. As of the date of this Lease, in accordance with the MD Real Property Article, we will pay interest on any security deposit over \$50 at a rate of 3%, accruing at six month intervals from the date the security deposit was received, which will be paid in accordance with the provisions set forth in Part A, Section 2 above.

Payment of interest on your security deposit may be modified in accordance with changes in Maryland state law, and we will notify you of any such changes.

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

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

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

4. **Assignment and Sublet.** You will not assign (i.e., transfer) this Lease without our written consent. If you assign the Lease, you will not be relieved from your obligations (including paying rent) under this Lease.

Pursuant to Montgomery County law, you may not sublet the Apartment without our written consent, which must not be unreasonably withheld, provided that the prospective subtenant satisfies established standards set forth by us for all prospective residents, including but not limited to a credit check, rental and employment references and your payment of a \$25 service charge to cover our expenses in processing the application of the proposed subtenant. If you sublet the Apartment you will not be relieved from your obligations (including paying rent) under this Lease.

5. **Utilities.** You are responsible for setting up accounts and paying for utilities not provided by us (see Part A, Section 1). Prior to moving in, you will contact each of the utility providers, establish an account in your name and arrange for service under your account to start on your move-in date. You will pay all utility bills (including any deposits, fees, common usage charges and increases as billed by the utility provider) by the stated due date. If you fail to pay any utility bills and we are held responsible for payment, you will pay us as additional rent the amount of the utility bills, together with any applicable service charges or penalties.
6. **Maintenance, Repairs and Alterations.** You will keep the Apartment and equipment and appliances in clean, orderly and safe condition. You will not do or permit to be done any repairs, alterations, additions, improvements, painting, decorating or wallpapering in the Apartment or in the Community without our prior written consent. If you make any alterations or additions without our consent, we can require you, at your cost, to remove the alterations or additions and return the Apartment to its condition prior to the alterations or additions. If you make any alterations or additions with our consent, those installations will become our property. If you or your family, guests, visitors or pets damage the Apartment or the Community, you will pay us upon demand the cost of such repairs as additional rent.
7. **Compliance with Laws.** You will comply with all laws and regulations concerning the Apartment and the Community. You will also require your family, guests or visitors to comply with any laws or regulations in the Apartment or the Community. You will pay us as additional rent the amount of any fines or penalties we are required to pay because you or your family, guests, visitors or pets violate any law or regulation affecting the Apartment or the Community.
8. **Compliance with Rules and Regulations.** You agree to comply with the Community Rules and Regulations, which are attached to this Lease. We may, upon thirty (30) days' notice to residents of the Community, modify the rules, add new rules or delete rules. The Community Rules and Regulations are made a part of this Lease and a breach of any Community Rule or Regulation will be a default under this Lease.

9. **Peaceful Enjoyment.**

You will conduct yourself and require your family, guests and anyone you invite into the Community to act in a manner that will not disturb your neighbors' peaceful enjoyment, the Community staff or the operation of the Community. You agree not to make loud noises, disturbances, odors, nuisance or do anything else which interferes with or disturbs the rights, comfort or convenience of other residents or which interferes with or disturbs the Community staff. We are entitled to determine whether you have violated this section.

10. **Responsibility for Injury or Damage; Insurance.** If someone is injured or the Apartment or any part of the Community is damaged or destroyed by fire or other casualty resulting from any act by you or any of your family, guests or visitors, you are responsible for the costs of the personal injury and/or property damage.

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

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

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

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

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

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

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

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

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

If the Apartment or any part of the Community is damaged or destroyed by fire or other casualty resulting from any negligent act by you or any of your family, guests or visitors, you are liable to us for the costs of any such damage and you shall upon demand pay us such costs as additional rent. Upon your written request we will itemize and substantiate such damage costs.

2. **Condemnation.** If a governmental authority condemns all or part of the Community and the condemned area includes your Apartment, we have the right upon thirty (30) days' notice to you to terminate this Lease. The Lease will terminate as of the date specified in our notice to you and you will vacate the Apartment on or before that date. You will not be entitled to any payment from the government because of such condemnation except for moving expenses, if applicable.
3. **Notice to Vacate at End of Lease Term.** Either you or we may terminate this Lease at the end of the term by giving the other two (2) months' written notice. This means that you must give us at least two (2) months' written notice of your intention to vacate the Apartment at the end of the term. If you fail to give this notice, you will be held liable for rent for the period for which you failed to give us notice. Please note that you are not permitted based on this section to give us notice that you will leave prior to the end date of this Lease (on page 2).
4. **End of Lease Term.** You shall vacate the Apartment at the end of the term of the Lease. You must remove all items of personal property and leave the Apartment in good and clean order, except for ordinary wear and tear. Failure to leave the Apartment in good and clean order, except for ordinary wear and tear, may result in our retaining part or all of your security deposit and assessing charges for damages in excess of the security deposit amount. Any personal property you leave behind after you vacate the Apartment shall become our property and we may dispose of that property at your cost, as permitted by, and in accordance with, applicable law.
5. **Failure to Vacate at End of Lease Term.**  
In the event you do not vacate the Apartment at the end of the term, we may use legal process to remove you. Or, if we accept rent for the period after the end of the Lease Term, then you shall be deemed a holdover Resident and your tenancy shall be month-to-month, with monthly rent at the current market rate for a month-to-month lease. We will provide you with at least 60 days notice of that rate. Either you or we can terminate the month-to-month lease as of the last day of any calendar month by giving two calendar month's written notice to the other party.

6. **Default.**

- a. **Failure to Pay Rent.** If you fail to pay rent or additional rent on time, you will be in default under this Lease and we may pursue any remedy available to us under this Lease and/or applicable law, including filing a written Complaint in the District Court of Maryland for Failure to Pay Rent – Landlord’s Complaint for Repossession of Rented Property.
- b. **Other Default.** If you violate any other provision of this Lease (other than failing to pay rent), we will have the right to terminate this Lease by giving you a thirty (30) day (or such lesser period as permitted by Maryland law) written notice to quit and vacate the Apartment and setting forth the basis for the termination, and this Lease will terminate on the date specified in our notice. At the end of that period of time or any shorter period conferred under or applicable by operation of law, we may pursue any remedy provided by law to recover possession of the Apartment and any money you owe us.
- c. **Eviction Assistance.** When we give you a notice of past-due rent, or a written quit and vacate notice, or begin any judicial proceeding to recover possession of the Apartment, we will notify you that general information and assistance regarding evictions is available from the Department of Housing and Community Affairs, Office of Landlord-Tenant Affairs.
- d. **Consequences of Early Termination of Lease.** . Please check this Lease and with your Community office for any special policies or laws which may allow you to terminate your Lease early.

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

7. **Court Awarded Legal Fees.** If we bring legal action against you to recover possession of the Apartment or to recover money you owe us, you must pay actual court costs awarded by the court and legal costs or attorneys fees awarded by a court after the court finds that the fees and costs are reasonable. If reasonable attorneys fees are awarded by the court in a failure to pay rent action, the attorneys fees are not part of the rent and you do not have to pay them in order to recover possession of the Apartment. We must pay your attorneys fees if you win the legal action and the court awards you legal fees and finds that the fees are reasonable.
8. **Notice.** If you wish to give us notice, you must do so in writing and mail or deliver your notice to the Community address listed on the first page of this Lease or at such other address as we may, from time to time, designate.

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

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

Pursuant to Montgomery County law, you will indemnify and hold us harmless from any and all loss, claim or damage by reason of any accident, injury or damage to any person or property occurring in the Apartment or in any place within your exclusive control. We are not liable for any loss or damage to your property caused by vermin or by rain, storm water or steam that may leak into or flow from any part of the Apartment or from any source except where such loss or damage results from our negligence. We will reimburse you for any damages sustained by you due to our negligence.

10. **Smoke Detectors.** This residential dwelling unit contains alternating current (AC) electric service. In the event of a power outage, an alternating current (AC) powered smoke detector will not provide an alarm. Therefore, the occupant should obtain a dual powered smoke detector or a battery powered smoke detector.

11. **Laundry Equipment.** You shall not install or use any washing machine or dryer in the Apartment or the Community, and you agree to comply with all the rules placed in effect by us for the use of any Community laundry facilities installed by us.

12. **Apartment Security System.** You agree and understand that if the Apartment contains a security alarm system, we do not have any responsibility to respond to alarm signals. You are solely responsible for subscribing to any alarm monitoring service and paying any required fees. We are not responsible for false alarms or fines which may be charged by the police for responding to false alarms and you shall be solely responsible for any penalties resulting from false alarms.

13. **Right to Terminate Lease in Certain Cases.**

- a. In accordance with Montgomery County law, you may terminate this Lease during the initial term upon 30 days written notice to us due to involuntary change of employment from the Washington-Metropolitan Area, death of major wage earner, unemployment, or for any other reasonable cause beyond your control. You must give us written proof of your involuntary change in employment of greater than 25 miles from the Washington-Metropolitan Area (for example, transfer papers signed by employer). If you want to terminate based on death of major wage earner, unemployment or other reasonable cause beyond your control, you must specify the cause in writing to us and include appropriate documentation. If you claim reasonable cause beyond your control other than death of major wage earner or unemployment, we may verify and accept or reject your claim depending on the particular circumstances. If you terminate pursuant to this section, you will have to pay a reasonable termination charge not to exceed the lower of one month's rent (at the rate in effect at termination) or our actual damages. The termination charge is in

addition to any rent due and owing through the termination date and the rent due during your thirty-day notice period. We will send you a refund if our actual damages are less than the termination charge.

- b. If you are a member of the armed services at the time you enter into this Lease and you receive certain change of duty orders, you may be entitled to certain early termination rights as may be provided by applicable law.

14. **License.** In accordance with Montgomery County law, we will display in the rental office or other public place at the Community a copy of the Montgomery County rental housing license required for the Community.

15. **Miscellaneous.**

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

18205 Lost Knife Circle  
Montgomery Village MD 20886

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

- ✓ Community Rules and Regulations
  
- ✓ Recreational Facilities Waiver
  
  
- ✓ Consent to Use Photo/Video for Advertising
  
  
  
- ✓ Resident Consent for Release of Personal Property and Deposits
- ✓ Montgomery County Water and Sewer Charges

**You (Resident)**

\_\_\_\_\_ Date

\_\_\_\_\_ Date

\_\_\_\_\_ Date

\_\_\_\_\_ Date

\_\_\_\_\_ Date

\_\_\_\_\_ Date

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

\_\_\_\_\_ Date



## Cider Mill Apartments

### COMMUNITY RULES AND REGULATIONS

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

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#### Use of Apartments and Common Areas

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

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

5. Nothing will be fastened to the floors, doors, windows, walls, appliances or fixtures in the Apartment or the exterior walls or porches of the buildings.
6. The balcony or terrace of the Apartment will not be altered, nor will the balcony or terrace be used for storage of personal property.
7. No towels, rags, rugs, laundry or other items will be hung from any balcony or terrace, nor will anything be thrown or dropped from the windows, balcony or terrace.
8. Nothing will be brought into the Apartment or Community which increases the risk of fire or liability. Things which would cause an increased risk of fire include flammable oils, fluids, propane, benzene, gasoline, kerosene or other hazardous materials.
9. LED candles should be used whenever possible instead of wax candles. Candles may only be used with non-flammable bases designed to catch all wax flow. Candles may not be placed on or near flammable materials or surfaces.
10. Cooking or barbecuing is not allowed on a porch, patio or balcony or within 20 feet of any building.
11. No sign, advertisement or notice visible to the outside will be placed on the outside or inside of any apartment or building in the Community.
12. Locks on the doors leading to the Apartment may not be added or changed without our consent. We will have a key to every lock at all times and every lock will be compatible with the master key system for the building.
13. Items which weigh more than we determine is reasonable for the floor loading of the Apartment are not permitted. You must check with us before bringing heavy items (i.e., waterbeds, safes, etc.) into the Apartment and other requirements may apply.

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#### Actions of Residents

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

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

odors or any other action or condition which causes unreasonable disturbance to other residents or Community staff or interferes with the rights, comforts or convenience of other residents or Community staff are not permitted.

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

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#### Motor Vehicles

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

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

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

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**Recreational Facilities**

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

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

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

|      |      |
|------|------|
| Date | Date |
| Date | Date |
| Date | Date |



Cider Mill Apartments

**RECREATIONAL FACILITIES WAIVER**

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

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

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

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

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

\_\_\_\_\_ Date

\_\_\_\_\_ Date

\_\_\_\_\_ Date

\_\_\_\_\_ Date

\_\_\_\_\_ Date

\_\_\_\_\_ Date



**Cider Mill Apartments**

**CONSENT TO USE PHOTO/VIDEO FOR ADVERTISING**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





RESIDENT CONSENT FOR RELEASE
OF
PERSONAL PROPERTY AND DEPOSITS/REFUNDS

Apartment #: \_\_\_\_\_

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

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_
Address: \_\_\_\_\_ Phone #: \_\_\_\_\_
City, State, Zip: \_\_\_\_\_ Work Phone #: \_\_\_\_\_

or alternately to:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_
Address: \_\_\_\_\_ Phone #: \_\_\_\_\_
City, State, Zip: \_\_\_\_\_ Work Phone #: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_ Date

\_\_\_\_\_ Date

\_\_\_\_\_ Date

\_\_\_\_\_ Date

\_\_\_\_\_ Date

\_\_\_\_\_ Date



Cider Mill Apartments

AGREEMENT REGARDING WATER AND SEWER CHARGES (MONTGOMERY COUNTY, MD)

Resident:

Apartment No.:

The provisions of this Agreement Regarding Water and Sewer Charges ("Agreement") supersede in any conflicting provisions contained in the Lease. To the extent any conflicts exist between the Lease and this Agreement, the provisions of this Agreement shall govern.

- 1. Billing Provider. The Resident will be billed by Owner for allocated water and sewer utility services. Owner's billing system will be administered by ISTA North America or another billing provider selected by Owner ("Billing Provider") on a monthly basis.
2. Formula for Calculating Resident's Bills. Water and sewer service charges shall be calculated pursuant to the following allocation formula:

Owner's will divide the amount of Owner's water and sewer bill(s), less the common area usage, by the total number of occupants in all rental units at the beginning of the month, and multiply that number by the ratio occupancy formula below which assigns a fractional portion per occupant and which is determined by the number of occupants in a rental unit at the beginning of the month for which bills are being rendered:

Table with 2 columns: occupancy type and value. (a) rental unit with one occupant =1, (b) rental unit with two occupants =1.6, (c) rental unit with three occupants =2.2, (d) rental unit with more than three occupants =2.2 + 0.4 per each additional occupant over three

Owner will deduct 30 from the utility bills prior to allocating the amounts to the residents to account for common area usage. Resident represents that all occupants that will reside in the unit are properly and accurately reflected in the Lease. Resident agrees that the exact amount of the utilities consumed (1) by Resident under this billing system, and (2) within the common areas cannot be determined precisely, but that the methods used to calculate the Resident's share and common area share described in the Water and Sewer Allocation Formula are reasonably accurate estimates.

All water and sewer related charges assessed to the Owner may be used to calculate the amount charged to each resident, including, but not limited to, stormwater charges, water or sewer related charges contained on the utility bills received from the local water and sewer providers.

- 3. Disputes. Any disputes relating to the computation of the Resident's bill are between the Resident and the Owner, not the Billing Provider.
4. Prior Billing. The monthly bills for the 2007 calendar year were:

Table with 3 columns: Average, Highest, Lowest. Values: Average 23.21, Highest 113.4, Lowest 6.3

Please note the numbers above for the prior calendar year and may not reflect future billing. Water and sewer billings will vary over time depending on usage characteristics, changes in the rates imposed by the public utility, number of occupants and other factors.

5. Due Date. Water and sewer bills will be issued monthly. The Resident must make payment in full to the Billing Provider within 15 days of the date each water and sewer bill is issued.
6. Leaks. Leaks will be repaired in accordance with the terms of the Lease, but in no event later than 2 business days after Owner receives written notice in accordance with the terms of the Lease.
7. Verification. Resident has the right to receive information from the Owner to verify the water and sewer bill.
8. Administrative Fee. As part of each month's bill, Resident shall pay an administrative fee, currently in the amount of \$1.00 which is used to cover administrative and billing expenses. Owner reserves the right to increase this fee if allowed by law, by providing Resident with thirty (30) days prior written notice.
9. Regulations. A Copy of Montgomery County's Ratio Utility Billing System Regulation is available upon request.
10. Security Deposit. The water and sewer charges incurred up to and including the date of move out from the property may be deducted from the Resident's security deposit.
11. Collection Agency. Resident agrees that Owner may turn over Resident's account to a collection agency in the event that Resident fails to pay bills on time. In such event, Resident agrees to pay the service fee(s) that is charged to the Owner for collection activities.
12. Remedies. The failure of Resident to make payment in full in a timely manner for utilities is a substantial and material breach entitling Owner to pursue any and all legal remedies available under the Lease and under applicable law.
13. Limitation of Liability. Owner shall not be liable for any loss or damage resulting from outages, interruptions, or fluctuations in utilities provided to Resident's unit, unless such loss or damage was the direct result of the willful conduct or gross negligence of Owner or Owner's employees. Resident hereby releases Owner from any and all such claims arising from or relating to such outages, interruptions or fluctuations. Resident hereby waives any and all claims for offset, rent reduction or diminished value of the apartment due to such outages, interruptions or fluctuations.
14. Tampering. Resident agrees not to disturb, terminate, interrupt, tamper with, adjust, or disconnect any utility service or submetering system or device. Violation of this section is a material breach of the Lease and shall entitle Owner to all available remedies under the Lease or applicable laws.
15. Estimation. Resident agrees to allow Owner to estimate consumption if a submeter is broken or otherwise does not transmit a meter reading.
16. No Waiver/Receiving Rent. Waiver by Owner of a breach of any covenant of this Lease will not constitute a continuing waiver of any subsequent breach. Owner's receipt of rent with knowledge of Resident's failure to pay utility charges does not waive Owner's right to enforce any covenant of this Lease.
17. Miscellaneous. If any provision of this addendum is held invalid or unenforceable by any court, it is the intent of the parties that all other provisions of this addendum be construed to remain fully valid, enforceable, and binding on the parties.