



## RESIDENTIAL AUTOMATIC RENEWAL LEASE

This is a legally binding contract. If not understood, seek competent advice.  
The word Apartment shall include single family residence, duplex, triplex, and any residential unit.

**THE STATE OF ALABAMA    COUNTY OF JEFFERSON**

THIS LEASE, made and entered into on **DECEMBER 10, 2013**

by and between

**HONORS REAL ESTATE & ASSET MANAGEMENT, LLC**

(hereinafter referred to as Lessor) and,

**NAKISHIA SANCHEZ**

(hereinafter referred to as Lessee), by Honors Real Estate & Asset Management, LLC

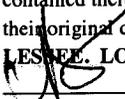
(hereinafter referred to as Agent for Lessor),

### TERMS and CONDITIONS

- PROPERTY ADDRESS** The Lessor does hereby lease and rent unto Lessee and the Lessee does hereby take as Lessee under said lease the property located at:  
316 83<sup>RD</sup> STREET N, BIRMINGHAM, AL 35206  
in Jefferson County, Alabama to be used by the Lessee and other lawful occupants only as a private dwelling apartment and for no other different objects or purposes.
- TERM** The lease term shall begin on DECEMBER 10, 2013 and end on NOVEMBER 30, 2014. After the initial term, this lease shall RENEW for a period of one-year and after the renewal period ends, a new lease will be required. Either party may terminate this lease by giving the other party written notice not less than sixty (60) days in advance of the next renewal term. A calendar months notice should be given before or on the first day of the month to be effective for the last day of that month. NOTE: *If a termination notice is not given within sixty (60) days of lease expiration, the lease will AUTOMATICALLY RENEW for another one-year term.*
- RENT** The annual rent is **\$9,492.00** to be paid in monthly installments of **\$791.00** per month. The monthly rent and other charges due hereunder are due to be paid at the Owner's or Agent' address which is 174 OXMOOR ROAD, BIRMINGHAM, AL 35209 or such other address designated in writing by the Lessor or the Lessor's Agent, in advance on or before the first day of each month without demand. If rental is not paid by the first of the month, the Lessee will be in default. If the rental is unpaid after the **FIFTH (5<sup>th</sup>)** day of the month, a late charge of **TEN PERCENT (10%)** of the **TOTAL** monthly rental will be due and payable. Monthly rental **MUST** be paid by Certified Check or Money Order. **NO PERSONAL CHECKS OR CASH WILL BE ACCEPTED.** *If, for any reason, the rent payment is returned by the processing bank, tenant will be charged a fee of \$50.00 for Insufficient Funds (NSF).*
- POSSESSION** If the leased premises is in an apartment building or complex with many apartments and as the occupancy of one Lessee might interfere with the leasing or enjoyment of other apartments, therefore, without reflection upon the Lessee, it is agreed and understood that in the event the Lessee, or guests, or occupants of the leased premises shall, in the reasonable judgment of the Lessor, such judgment to be conclusive, engage in any act or perpetrate any conduct that could interfere with the leasing of other apartments or the quiet enjoyment of other apartments by other Lessees, then the Lessor shall have and does reserve the right to terminate this lease and re-enter and take possession of the leased premises at any time, after first giving notice as required by law to terminate this lease.
- DAMAGE TO PREMISES** Lessee shall pay the expenses of replacing all keys lost or broken, and maintain the premises in such a condition as the same are in at the commencement of the term or may be put in during the term, reasonable wear and tear excepted, and Lessee shall permit no waste of the leased premises not allow the same to be done, but Lessee shall take good care of the same and Lessee is and shall be responsible and liable for any injury or damage done to the leased premises, or the building in which the same are located, by the Lessee, his employees, or any occupant of or other persons whom Lessee permits to be in or about the leased premises. Lessee shall not attach any article of permanent character or sign containing writing or printing to any window, floor, ceiling, door, or wall without the written consent of the Lessor and Lessee shall on the termination of this lease surrender to Lessor the quiet and peaceable possession of the premises in like good order at the commencement of the term, natural wear and tear excepted, and shall not remove any item which has been affixed to the premises, so as to damage or injure the premises. Lessee agrees to report to Lessor any malfunction of or damage to electrical, plumbing, HVAC systems, smoke detectors, any occurrence that may cause damage to the property. Lessee also agrees to pay for the cost or all repairs made

necessary by negligence or careless use of the premises and pay for repairs and loss resulting from theft, malicious mischief or vandalism by Lessee and their guests. Lessee agrees to provide copies to Lessor of any inspection reports or repair estimates that Lessee may obtain.

Lessee agrees to be responsible for and to make at Lessee's expense all routine maintenance, including but not limited to, stoppage of sewer because of misuse or broken water pipes/fixtures due to neglect or carelessness of Lessee. No repairs, alterations, or changes in or to said premises or the fixtures or appliances contained therein, shall be made except after written consent of Lessor, and shall be the responsibility of the Lessee for the cost of restoring said premises to their original condition if Lessee makes any such unauthorized modifications. **NO REPAIR COSTS SHALL BE DEDUCTED FROM RENT BY LESSEE. LOCKS/DEADBOLTS SHALL NOT BE CHANGED WITHOUT THE EXPRESSED PERMISSION OF THE LESSOR.**

 (INITIAL) Lessee is directly responsible for any damage caused by Lessee's appliances and/or furniture. *Lessee is responsible for changing HVAC filters, reporting any water leaks, lighting pilot lights, checking for tripped breakers, changing smoke detector batteries, changing light bulbs, and minor housekeeping repairs. Lessee is responsible for all light bulbs upon move-out and smoke detectors are installed at all times.* Lessee's will be held liable for damage to HVAC systems caused by dirty or missing filters and damages resulting from unreported problems. Lessee acknowledges that Lessee has inspected the premises and agrees that the premises and any common areas are safe, fit, and habitable condition.

6. **SECURITY DEPOSIT** Lessee agrees to pay **\$700.00** as a deposit to be held on a non-interest bearing basis and if any refund is due, it will not include interest. Lessee understands and agrees that no part of this deposit is to be applied to any rent which may become due under this rental agreement. Upon termination of the tenancy, property or money held by the Lessor as security may be applied to the payment of accrued rent and the amount of loss of rents or damages which the Lessor has suffered by reason of the Lessee's noncompliance with this lease and the Alabama Uniform Residential Landlord and Tenant Act. The Lessee shall provide the Lessor in writing a forwarding address to which the Lessor may forward any deposit due/owed. *Deposit is automatically forfeited if Lessee violates lease resulting in early termination or if Lessee chooses to terminate lease early regardless of cause.*

7. **MAINTENANCE, REPAIRS OR ALTERATIONS** Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall at his own expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. Once notice is given to vacate, Lessee agrees to keep the premises in "show condition". "Show condition" means as clean, orderly and undamaged as when received. Upon vacating, Lessee shall deliver premises vacant and clean. In the event the premises are returned in condition poor enough to prevent Lessor from re-renting to a qualified new Lessee, Lessee shall be responsible for rent lost as well as the cost of restoration of the rental to the condition it was at the commencement of this lease. Lessee shall be responsible for damages caused by his negligence and that of his family, invitees or guests.

**PAINT** Lessee shall not paint, paper, or otherwise redecorate without the prior written consent of the Lessor. All paints, materials and work plans must be approved in writing by Lessor or his authorized agent. Lessee shall be responsible for paint spills/clean-ups or damages as a result of paint related work.

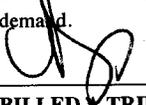
**GROUNDS** Lessee shall be required to irrigate and maintain any surrounding grounds, including the trimming of lawns, trees, shrubbery and keep same clear of leaves, rubbish and weeds. Lessee is responsible for snow and ice removal from walks, driveways, steps and any areas where safety should be observed. It is agreed that Lessee shall not use any salt on stoops or walkways. Calcium chloride is recommended instead for de-icing, and is not harmful to the masonry.

**LEADERS AND GUTTERS** Lessee is responsible for keeping leaders and gutters, if any, free of leaves, sticks and any accumulations that may occur. If the property is heavily treed, leaders and gutters may need clearing several times a year.

**BASEMENTS AND GARAGES** In the event the dwelling has a basement or garage, use of the basement or garage is not included in the rent, nor shall it be considered living space. Any use of the basement or garage shall be at Lessee's own risk. Lessee agrees to be responsible for maintaining these areas properly, including using a dehumidifier in the basement to minimize moisture.

**WINDOWS** Lessee is responsible for the cleaning and maintenance of the windows on the premises. If any window(s) or screen(s) become damaged or broken as a result or during the term of this tenancy, the Lessee will be responsible for repair(s). Lessee agrees to observe care and caution when installing and removing any window unit air conditioners.

**ADDITIONAL ITEMS** Storm doors are not included in the rental. Light bulbs shall have a wattage of no higher than 60 watts. Should Lessee attach any fixtures, blinds or any other objects to the real property by nails, screws or glue, it is agreed that these objects will remain with the premises and be may be subject to cost of removal at Lessor's discretion. Lessee shall not authorize any repairs on behalf of the Lessor without the consent of the Lessor. Lessee shall not install or authorize installation of any wiring on the premises which requires the drilling of holes into the dwelling, without Lessor's written consent. In the event a requested serviceman is unable to gain access to premises for agreed repairs, Lessee shall be responsible for a service charge of \$65.00 payable as "added rent". Lessee is responsible for minor repairs such as light switches, replacing light bulbs, doorknobs, broken windows, leaking faucets, minor toilet problems, etc. Repairs resulting less than \$150.00 shall be deemed minor repairs. Should Lessee neglect maintenance responsibilities, Lessor or agent may assume them on Lessee's behalf and any expenses incurred by Lessor in connection therewith shall be additional rent (added rent), payable to Lessor on demand.

 (INITIAL) **IF TENANT FAILS TO SHOW FOR A SCHEDULED MAINTENANCE APPOINTMENT, TENANT WILL BE BILLED A TRIP CHARGE OF \$65.**

8. **BREACH, ABANDONMENT, FORFEITURE, AND TERMINATION** In the event the Lessee vacates or abandons the leased premises before the expiration of the term, without legal authorization, whether voluntarily or involuntarily, or violates any of the terms, conditions, or covenants hereof, the Lessor shall have the privilege, at the Lessor's option, of terminating the possessor interest in accordance with state law, and re-entering and taking possession of leased premises and let same, in accordance with state law, as agent of Lessee and apply the proceeds received from such letting towards the payment of the rent and/or other charges due by Lessee under this lease and such re-entry and re-letting shall not discharge Lessee from liability or rent nor from any other obligation of Lessee under the terms hereof, or Lessor may at his option re-enter the leased premises and upon giving written notice in accordance with state law to the Lessee to annul and terminate this lease. Such re-entry shall not bar the right of recovery of rent or damages for breach of covenants nor shall the receipt of rent after conditions broken be deemed a waiver of forfeiture, except as expressly provided by law, and in order to entitle Lessor to re-enter it shall not be necessary to give notice of rent being due and unpaid or of other conditions broken or to make demand for rent, the execution of this lease signed by the parties hereto being sufficient notice of the rent being due and demand for the same, and it shall be so construed, any law, usage or custom to the contrary notwithstanding.

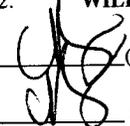
The Lessee shall notify the landlord of any anticipated extended absence from the premises in excess of 14 days no later than the fifth day of the extended absence. **FAILURE TO GIVE NOTICE IS A WILLFUL VIOLATION OF THIS LEASE.**

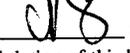
9. **FIRE AND CASUALTY** (a) If the dwelling unit or premises are damaged or destroyed by fire or casualty the Lessee shall have such rights as afforded under state law. If the premises are damaged to the extent that it is necessary to vacate the property to effect repairs, the Lessor may terminate the lease in accordance with state law. (b) If the rental agreement is terminated pursuant to this section, the Lessor shall return all security recoverable under Section 35-9A-201 and all unearned prepaid rent. Accounting for rent in the event of termination or apportionment shall be made as of the date of the fire or casualty.

10. **CONDEMNATION CLAUSE** If the whole or any part of the demised premises shall be taken by Federal, State, County, City, or other authority for public use or under statute, or by right of eminent domain, then when possession shall be taken thereunder of said premises or any part thereof, the term hereby granted and all rights of the Lessee hereunder shall immediately cease and terminate, and the Lessee shall not be entitled to any part of any award that may be made for such taking, nor to any damages thereof except that the rent shall be adjusted as of the date of such termination of the lease.

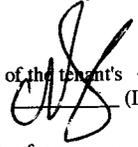
11. **HOLD-OVER CLAUSE** If Lessee shall remain or continue to be in possession of the leased premises or any part thereof after the expiration of this lease, Lessor shall, at his option, treat such holding over as a renewal by Lessee of the lease for another year, upon the same terms and conditions, except that monthly rental shall be at the election of the Lessor the same rental price per month as set forth in the lease agreement, or in the event the Lessor has notified the Lessee in writing of an increase in the monthly rental, then the monthly rental under this hold-over shall be at the increased rental set forth, in said notice, and in the event Lessor elects to treat such holding over as a renewal of this lease each and all of the other terms of this lease shall be and remain in full force and effect for the renewal of terms. Or, Lessor may without notice, immediately commence an action of eviction.

12. **WILLFUL VIOLATIONS AND WAIVER OF PERSONAL PROPERTY EXEMPTION**

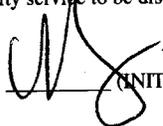
 (INITIAL) Lessee agrees that failure to pay rental when due shall be presumed to be a willful violation of this lease.

 (INITIAL) Lessee agrees that failure to vacate the premise after receipt of a duly served termination notice shall be presumed to be a willful violation of this lease agreement, and such holding over shall be presumed to manifest an absence of good faith.

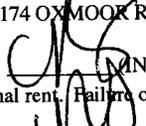
In order to further secure the prompt payment of said rents, as and when the same mature, and the faithful performance by the Lessee of all and singular the terms, conditions, and covenants on the part of the Lessee herein contained, and all damages that the Lessor may sustain by reason of the violation of said terms, conditions and covenants, or any of them, the Lessee does hereby waive any and all rights to claim personal property as exempt from levy and sale, under the laws or constitution of the State of Alabama or the United States.

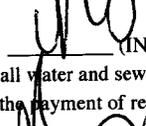
13. **PESTS** Lessee agrees to be responsible for the extermination of any insect or wildlife pest infestation during or as a result of the tenant's occupancy. Lessee shall be responsible to immediately remedy any such infestations as soon as any pest problem is observed.  (INITIAL)

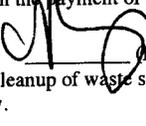
14. **OCCUPANCY, TAX, GARBAGE TAX, AND OTHER** The Lessee will pay all sewer service charges, garbage collection fees, occupancy taxes, and any and all other municipal license fees or charges which may hereinafter be imposed by the county or municipality wherein the said leased premises are located. Said sewer service charges, garbage collection fees, occupancy taxes, and any and all other municipal license fees or charges shall be paid by the Lessee as soon as such charges become due. In the event the Lessee fails to pay such sewer service charges, garbage collection fees, occupancy taxes and such other municipal charges as may hereafter affect said lease premises, as soon as they become due, and same shall become a part of the rent due under the lease and in addition to the regular rental charge. Any failure of the Lessee to pay the assessment or to repay the Landlord such sewer service charges, garbage collection fees, occupancy taxes, and such other municipal charges and fees as may be hereinafter imposed against the leased premises shall be a default in the payment of rent provided for in this lease. In addition, Lessee agrees to pay all utilities charges (unless otherwise noted herein), including but not limited to electricity, gas, cable and telephone charges. Lessee is responsible for maintaining electric and gas (if applicable) service at all times. In the event Lessee allows utility service to be disconnected, Lessee agrees that Lessor may terminate this lease agreement by giving proper notice in accordance with Alabama law.

15.  (INITIAL) **NO PETS ALLOWED**

16. **APARTMENT MANAGEMENT** The person or entity authorized to manage the premises is HONORS REAL ESTATE & ASSET MANAGEMENT, LLC locate at 174 OXMOOR ROAD, BIRMINGHAM, AL 35209. The owner or person authorized to act for an on behalf of the owner for the purpose of service of process and receiving and receipting for notices and demands is HONORS REAL ESTATE & ASSET MANAGEMENT, LLC located at 174 OXMOOR ROAD, BIRMINGHAM, AL 35209.

17a.  (INITIAL) **WATER/SEWER.** Lessee agrees to pay for all water and sewer charges and agrees that such charges shall be considered as additional rent. Failure of the Lessee to pay these charges shall be a default in the payment of rent provided for in this lease.

17b.  (INITIAL) **WATER METER.** Lessee agrees to allow Lessor to install a water meter to measure the water and sewer usage and agrees to pay for all water and sewer charges and agrees that such charges shall be considered as additional rent. Failure of the Lessee to pay these charges shall be a default in the payment of rent provided for in this lease.

18.  (INITIAL) **PLUMBING STOPPAGES** Lessee is responsible for all plumbing stoppages and cesspool fill ups. Lessee is responsible for the cleanup of waste spills as a result of any plumbing stoppages. As a preventative measure, it is recommended that Lessee have waste lines cleaned annually.

19. **LIMITED OCCUPANCY** The apartment shall be used as a residential dwelling for the below named Lessee(s) and the below named occupants. Allowing other persons to reside within the apartment shall be a breach of this lease agreement, and landlord may terminate the lease agreement for and on account of this breach as allowed by state law.

[Signature]  
Occupant's Name  
Jamiyah Parker  
Occupant's Name  
9  
Age  
7  
Age

Jaelynn Parker  
Occupant's Name  
6  
Age  
Occupant's Name  
Age  
Occupant's Name  
Age

20. **HOMELAND SECURITY STATEMENT** Lessee certifies that (i) it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order of the United States Treasury Department as a terrorist, "Specially Designated National and Block Person", or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and (ii) it is not engaged in this transaction directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation.

21. **RIGHT OF ENTRY FOR PERIODIC INSPECTION** The Lessor or his agent may enter the premises with prior consent of the Lessee, or with 24 hours written notice to any Lessee on the premises to be entered. The Lessor may enter during reasonable hours and for the purpose of inspecting the premises, making necessary or agreed repairs, decorations, alterations or improvements, supplying necessary or agreed services, or exhibiting the dwelling unit to prospective or actual purchasers, mortgagees, prospective lessees, workmen, contractors, or insurance inspectors. The Lessor shall be deemed to have given 24 hours written notice by posting a notice in a noticeable place stating such intent to enter, at least 24 hours before the intended entry, or in the event notice to vacate has been given by the Lessee, the Lessor shall have Lessee's authorization to show the premises at any and all reasonable times, regardless of whether the Lessee is present or not. However, in the event of an emergency constituting a danger to life, health or property, the Lessor or his agent may enter the property at any given time without the consent of or notice to the Lessee. The Lessor shall have the right to enter the property at any given time upon the request for repairs.

22. **NOTICES** Notices shall be given in accordance to law. Lessor requests that all notices from the Lessee be given in writing to the Lessor's agent.

23. **SUBLEASE** Lessee MAY NOT sublease the premise.

24. **WAIVER** Failure of Lessor to insist upon strict compliance with the term of this Lease Agreement shall not constitute a waiver of Lessor's right to act on any violation.

25. **SEVERABILITY** Any provision of term of this Lease, or any portion thereof that shall be determined by a court of competent jurisdiction to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision or part hereof, it being intended that this lease is severable and except for such objectionable provision of portions of provisions, this lease shall remain in full force and effect in accordance with its terms.

26. **MOLD AND MILDEW** Lessee acknowledges that it is necessary for Lessee to provide appropriate climate control, keep the premises clean, and take other measures to retard and prevent mold and mildew from accumulating in the premises. Lessee agrees to clean and dust the premises on a regular basis and to remove visible moisture accumulation on windows, walls, floors, ceilings and other surfaces as soon as reasonable possible. Lessee agrees not to block or cover any of the heating, ventilation or air-conditioning ducts in the premises. Lessee also agrees to immediately report to the Lessor in writing: (1) any evidence of a water leak or excessive moisture in the premises, as well as in any storage room, garage or other common area; (2) any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (3) any failure or malfunction in the heating, ventilation or air conditioning system in the premises.

27. **RADON GAS** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in several states. Additional information regarding radon and radon testing may be obtained from your County public health department.

28. **NO PRIOR AGREEMENTS OR INDUCEMENTS** This lease agreement shall completely and full supersede all other prior agreements both written and oral, between the Lessor and the Lessee, and no stipulations or promises have been made apart from those expressly set forth in the lease itself.

29. **VEHICLES** Lessee gives the Lessor permission to tow away any vehicle that is disabled, appears to be disabled, a vehicle that has flat tires, or a vehicle that has an expired tag once the Lessor gives written notice to the Lessee, by posting a copy of said notice on the tenants' vehicle that said vehicle shall be towed away at the expiration of three (3) days from the date of said notice. Lessee agrees to pay for any towing charge, and failure to pay same will constitute a breach of this lease allowing landlord to terminate this lease. No automobiles, trucks, trailers, or other objects of transportation shall be allowed on any of the lawns, grounds or sidewalks except in the areas prescribed by the Lessor as parking area. No part of the parking areas shall be reserved to any tenant exclusively. Lessee agrees to pay \$50.00 each time he or his guests park on the lawn. Lessee agrees to pay such charge, and failure to pay same will constitute a breach of this lease allowing Lessor to terminate this lease.

30. [Signature] (INITIAL) **TELEPHONE** Lessee agrees to maintain a telephone in the dwelling during the term of this lease, and to furnish Owner or agent with the telephone number within five (5) days from taking occupancy. Lessee shall be responsible for any telephone company installation charges, if applicable. If number(s) changes, Lessee is required to provide new number(s) to Owner immediately. If Owner attempts to call Lessee on provided number(s) and number(s) are not working, Lessee will be required to pay a \$50.00 penalty and, at Owner's discretion, be evicted from the premises.



## RULES and REGULATIONS

Which are referred to in the Within Lease and Made a Part Thereof for the Mutual Benefit of Lessor and Lessee

1. The sidewalk, front stoop, entry, passages, hall, corridors, elevators, and stairway shall not be obstructed by any of the Lessees or used by them for any purpose other than those of ingress and egress from the respective apartments.
2. No carpet or rugs shall be beaten, cleaned or shaken out of the windows, or in the halls or corridors of the building, nor shall anything be thrown or swept by the Lessee, their agents or employees, out of the windows, doors, or other openings, or in the halls or corridor of the buildings.
3. No article shall be suspended outside of the building or placed on the window sills thereof save with the consent of the Lessor in writing.
4. The halls, corridors and elevators of the building shall not be used under any circumstances as a playing ground from children, and no bicycles, baby carriages or other vehicles will be allowed to remain therein.
5. All Lessees and occupants must observe strict care not to leave their windows open when it rains, hails, sleet, or snows, or in high winds; and for any fault or carelessness in these respects, or any of them, shall make good all injury or damage sustained by other tenants and to the owner, resulting from such default or carelessness.
6. The Lessee will not erect any exterior aerial or satellite dish in any common area of the premise.
7. Musical instruments, radios, televisions, and any other sound-reproducing equipment shall be used in such a manner as not to annoy and disturb other tenants. It is specifically understood by the Lessee that the sounds produced shall be controlled so that they are audible only within the apartment in which the sound is produced.
8. The Lessee is to be responsible for all damage to the premises, staircase or halls caused by moving in or out of the premises by the Lessee of furniture, boxes, or bulky articles.
9. Kitchen and other refuse must be kept in proper receptacles and securely sealed at all times to prevent odor, or access by animals, pests or rodents.
10. Where a swimming pool, wading pool, and/or patio or patios are a part of the total premises, the Lessor reserves the right to issue special rules and regulations concerning the use of these areas.
11. The Lessor has the option to charge Lessee a fee determined by Lessor for performing special services requested by the Lessee. Opening doors, moving equipment or replacing broken glass are examples of such special services but such services are not limited to the above-mentioned examples.
12. No air conditioning, cooling, heating, or other gas or electrical unit shall be installed by the Lessee or at his direction without the written permission of the Lessor. Nothing herein is implied or warranted that sufficient electrical, gas, plumbing or waste removal service is available or shall be made available for any such units.
13. No washing machine or drying appliance shall be installed without the written permission of the Lessor.
14. No part of the yards, lawns, grounds, halls, walks, or stairs shall be reserved for the private use of any tenant and no objects of any nature shall be stored, placed or situated on any of these areas without the written consent of the Lessor.
15. No boat, trailer, motor home, or other recreational vehicle will be allowed on the premises without the written consent of Lessor's Agent.
16. If Lessee replaces any appliance, lighting fixture, drapery, etc, the Lessee does assume full responsibility for restoring all such items to their original place upon vacating the premises.
17. No waterbeds are allowed in the apartments/premises.
18. No outdoor barbecuing is allowed on decks, patios, or within 10 feet of a building.
19. The Lessor specifically reserves the right within his discretion to permanently close the swimming pool and the adjoining area located on the premises of the Lessor and to discontinue the use of the swimming pool by the Lessee for any period of time to be determined solely by the Lessor. The Lessor shall in addition thereto have the right to close the swimming pool located on the aforesaid premises for any period of time necessary to make any and all repairs to the swimming pool or the equipment necessary to maintain said pool under the rules and regulations of the County Health Department or any other agency. The permanent or temporary closing of the aforesaid swimming pool shall not constitute a violation of this lease by the Lessor. The Lessee shall not have the right to terminate this lease in the event the Lessor permanently closes the pool, or closes the pool for an indefinite period of time, or temporarily closes the pool for repairs and maintenance.

 (INITIAL)

## SMOKE DETECTOR LEASE ADDENDUM

IN ACCORDANCE WITH THE LAWS AND ORDINANCES OF THE STATE, THIS ADDENDUM IS PREPARED TO GIVE YOU THE LESSEE (OCCUPANT) INSTRUCTIONS AS TO THE CARE OF A SMOKE DETECTOR AND ADDITIONAL SAFETY INFORMATION. ***YOU ARE RESPONSIBLE FOR THE CARE AND MAINTENANCE OF THE DETECTOR IN YOUR UNIT AND FOR REPLACING BATTERIES AND MAINTAINING POWER TO THE DETECTOR. YOU ARE ALSO RESPONSIBLE FOR ANY DAMAGE DONE TO THE DETECTOR.*** IF THE DETECTOR IS DEFECTIVE, YOU SHOULD NOTIFY THE AGENT IN WRITING OF SUCH DEFECT.

### BATTERY OPERATED DETECTOR

IF YOUR SMOKE DETECTOR IS BATTERY OPERATED PLEASE FOLLOW THE INSTRUCTIONS BELOW:

- a. The alarm horn and the indicator light on your detector let you know whether your detector is working properly.
- b. When the indicator light, which you see through the clear push button on the test switch, flashes once a minute, the detector is operating normally. Some models have a white push button and do not flash.
- c. When the alarm is sounding, the detector has sensed smoke or combustion particles in the air. The alarm will automatically turn off when the smoke in the air is completely gone.
- d. If the alarm horn beeps once a minute, the detector's battery is weak and needs to be replaced immediately.

To keep your detector in good working order, you must:

- a. Test the detector regularly (weekly is recommended) by pressing the test switch for up to 10 seconds until the alarm sounds.
- b. Replace the battery once a year or immediately when the Low Battery "beep" signal sounds once per minute. The Low Battery signal should last at least 30 days.
- c. Vacuum the dust off the detector sensing chamber at least once a year. This can be done when you open the detector to replace the battery. Remove the battery BEFORE cleaning. Use a soft brush attachment and carefully remove any dust on the detector components, especially on the openings of the sensing chamber: REPLACE the battery after cleaning.
- d. Clean the detector's cover when it becomes dirty. First, open the cover and remove the battery. Then hand wash the cover with a cloth dampened with mild soapy water, rinse it with a cloth dampened with clear water, and dry it with a lint free cloth. Be careful not to get any water on the detector components. Replace battery and close the cover.
- e. Test the detector after closing the cover whenever you have opened it to replace the battery or clean it.

NOTE: If the detector does not work properly, make sure the battery is fresh and is connected correctly and that the sensing chamber is clear: IF THERE IS STILL A PROBLEM, NOTIFY YOUR AGENT IN WRITING IMMEDIATELY.

### ELECTRIC DETECTOR

IF YOUR SMOKE DETECTOR IS POWER OPERATED, PLEASE FOLLOW THE INSTRUCTIONS BELOW:

- a. The alarm horn and the indicator light on your detector let you know whether your detector is working properly.
- b. When the indicator light, which you can see through the clear push button of the test switch, glows continuously, the detector is receiving power and operating normally.
- c. When the alarm is sounding, the detector has sensed smoke or combustion particles in the air. The alarm will automatically turn off when the smoke in the air is completely gone.

To keep your detector in good working order, you must:

- a. Test the detector regularly (weekly is recommended) by pressing on the test switch for up to 10 seconds until the alarm sounds.
- b. DISCONNECT THE POWER BEFORE FOLLOWING THE CLEANING INSTRUCTIONS BELOW:
  1. Vacuum the dust off the openings in the detector cover with a soft brush attachment at least once a year.
  2. Clean the detector's cover when it becomes dirty. First, open the cover and remove the battery. Then hand wash the cover with a cloth dampened with mild soapy water, rinse it with a cloth dampened with clear water, and dry it with a lint free cloth. Be careful not to get any water on the detector components.
  3. Test the detector after restoring power whenever you have turned off the power to clean it.

NOTE: if the detector does not work properly, make sure the power is on and that the inside of the detector and the openings to the sensing chamber is clear. IF THERE IS STILL A PROBLEM, NOTIFY YOUR AGENT IN WRITING IMMEDIATELY.

 (INITIAL)

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT  
AND LEAD-BASED PAINT HAZARDS**

**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 taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (INITIAL) BB

Presence of lead-based paint hazard (check one below)

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain)

Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Records and Reports available to the Lessor (check one below)

Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list items below)

Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (INITIAL)

[Signature] Lessee has received copies of all information listed above.

[Signature] Lessee has received the pamphlet **PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME.**

Agent's Acknowledgement (INITIAL)

BB Agent has informed the Lessor of the Lessor's obligation under 42 U.S.C. 4582(d) and is aware of his responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate. In Testimony Whereof, the parties hereto have hereunto set their signatures and seals, the day and year first above written. These rules and regulations contain three pages and the below signatures constitute acknowledgement of all pages.

Receipt Acknowledged:

[Signature] Lessor Date

[Signature] Lessee Date

Agent Date

DECEMBER 10, 2013

\_\_\_\_\_  
Lessor Date

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Agent Date

316 83<sup>RD</sup> STREET N, BIRMINGHAM, AL 35206  
Property Address and Unit

## DRUG ADDENDUM

As additional consideration for renting this apartment to you, you have agreed to sign this addendum which will be attached to the lease and considered part thereof. By signing below, you acknowledge, agree and understand that:

1. Under your lease the use of your apartment for the illegal sale of drugs is considered a "serious nuisance" which is a violation of your lease and is grounds to terminate the lease and demand possession of your apartment.
2. The possession, use, sale or distribution of any controlled substance as they are defined under Alabama law, will not be tolerated and be grounds to terminate your lease and demand possession of your apartment.
3. The prohibition of possession, use, sale or distribution of any controlled substance applies not only to your apartment, but also to any other apartments in the complex, and all other property in the complex. In other words, it is grounds for a termination of your lease and to demand possession of our apartment for you to possess, use, sale or deliver drugs anywhere on this property.
4. This prohibition applies not only to you, but every member of your household, and every visitor, guest, friend or relative in your apartment or using the other property in the complex.

You and the members of your household shall immediately report to both management and the police department any circumstances which lead you to believe drugs are possessed, used, sold or distributed anywhere on the premises of the apartment complex.

Receipt Acknowledged:

DECEMBER 10, 2013

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Lessee

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Lessee

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Property Address and Unit

**316 83<sup>RD</sup> STREET N, BIRMINGHAM, AL 35206**

**IMPORTANT - PLEASE READ CAREFULLY**

**INSURANCE/RESIDENT LIABILITY**

We are pleased that you have decided to lease from a property managed by Honors Real Estate & Asset Management, LLC and hope that your residence there is an enjoyable experience.

We have found through dealing with residents at times of storms, fires, floods, thefts and other incidents that most are NOT aware that their belongings are NOT covered by any insurance carried by the property owner or the management company.

Therefore, **WE REQUIRE ALL TENANTS THAT RENT A PROPERTY FROM HONORS REAL ESTATE & ASSET MANAGEMENT, LLC TO OBTAIN RENTER'S INSURANCE AND PROVIDE PROOF OF INSURANCE WITHIN 30 DAYS OF MOVING INTO UNIT.**

**REQUIRED INSURANCE ADDENDUM TO LEASE AGREEMENT**

This Addendum is attached to and becomes a part of the Residential Lease Agreement. For the duration of the Lease Agreement, Lessee is required to maintain and provide the following minimum required insurance coverage:

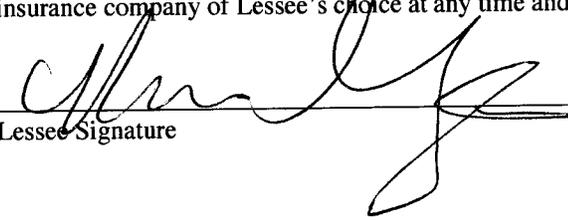
- \$100,000 Limit of Liability for Lessee's legal liability for damage to the landlord's property for no less than the following causes of loss: fire, smoke, explosion, water damage, backup or overflow of sewer, drain or sump ("Required Insurance").

Lessee is required to furnish Lessor with evidence of Required Insurance within **30** days occupancy of leased premises and at the time of each lease renewal period. If at any time Lessee does not have Required Insurance, Lessee is in breach of the Lease Agreement and Lessor shall have, in addition to any other rights under the Lease Agreement, the right but not the obligation to purchase Required Insurance coverage and seek reimbursement from the Lessee for all costs and expenses associated with such purchase.

**Lessee may obtain Required Insurance from an insurance agent or insurance company of Lessee's choice. If Lessee furnishes evidence of such insurance and maintains the insurance for the duration of the Lease Agreement, then nothing more is required.** If Lessee does not maintain Required Insurance, the insurance requirement of this Lease Agreement may be satisfied by Lessor, who may schedule the Lessee's unit for coverage under the Landlord's Required Resident Liability insurance policy ("LRRL"). The coverage provided under the LRRL will provide the Required Insurance coverage listed above. An amount equal to the total cost to the Lessor for the LRRL coverage shall be charged to Lessee by the Lessor. Some important points of this coverage, which Lessee should understand are:

1. LRRL is designed to fulfill the insurance requirement of the Lease Agreement. Lessor is the Insured under the LRRL. Lessee is not the insured under the LRRL policy.
2. LRRL coverage is not personal liability insurance or renters insurance. Lessor makes no representation that LRRL covers the Lessee's additional living expenses or liability arising out of bodily injury or property damage to any third party. If Lessee requires any of these coverages, then Lessee should contact an insurance agent or insurance company of Lessee's choice.
3. Coverage under the LRRL policy may be more expensive than the cost of Required Insurance obtainable by Lessee elsewhere. At any time, Lessee may contact an agent of their choice for insurance options to satisfy the Required Insurance under this Lease Agreement.
4. Licensed insurance agents may receive a commission on the LRRL policy.
5. The cost to the Lessee for the LRRL coverage shall be **NINE Dollars and FIFTY cents (\$9.50)** per month. Additionally, an Administration Fee in the amount of **FIVE Dollars and FIFTY cents (\$5.50)** to retained by the Lessee for processing and handling will be charged. The **TOTAL** charge to Lessee will be **FIFTEEN Dollars (\$15.00)** per month.

Scheduling under the LRRL policy is not mandatory and Lessee may purchase Required Insurance from an insurance agent or insurance company of Lessee's choice at any time and coverage under the LRRL policy will be terminated by the Lessor.

  
\_\_\_\_\_  
Lessee Signature

12/10/13  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessee Signature

\_\_\_\_\_  
Date

## PLUMBING ADDENDUM

Plumbing stoppages can create a lot of problems within a property but if you take the proper precautions, most problems can be prevented. You are responsible for all members of your household, and every visitor, guest, friend or relative in your apartment.

1. DO NOT flush any items (paper towels, napkins, feminine hygiene products, hair products, grease, etc) down the toilet other than toilet paper.
2. DO NOT pour any grease or other products down any drain other than products designed to clear drains (Liquid Plumber, etc). Grease is the number one cause of backed up drains and when poured down drain, it does not wash out and just builds up.
3. DO NOT put any toys or other items in the toilet.

If we respond to a plumbing problem and it is found to have been caused by the resident or guests, then you as the resident acknowledge that you will be responsible for the repair bill including any damages caused to the property due to water overflowing or other problems.

A little common sense can prevent a multitude of problems and expenses for the tenant.

Thank you for your understanding and cooperation.

Receipt Acknowledged:

DECEMBER 10, 2013

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Lessee

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Property Address and Unit

316 83<sup>RD</sup> STREET N, BIRMINGHAM, AL 35206

## RULES REGARDING THE INSTALLATION OF SATELLITE DISHES

Residents may install satellite dishes in their apartments. Residents living in units that can receive satellite signals who wish to install satellite dishes must adhere to the following rules:

1. Resident **MUST** request and have written permission to install a dish. The request **MUST** indicate who is going to install it and where it will be installed.
2. **The dish MUST be installed WITHIN the apartment or on a patio or balcony that is part of the apartment.** You may **NOT** install a satellite dish in a common area or on the roof. You may **NOT** install a satellite dish outside your apartment unless you have a patio or balcony, which serves only your apartment and you may **NOT** install a dish on an exterior wall. You may install a dish entirely inside your apartment.
3. **A satellite dish MUST not be larger than one meter in diameter.** You may **NOT** install any satellite dish larger than one meter (3 feet, 3 inches), measured across its widest part.
4. **The dish must be securely mounted and may not extend beyond the edge of the apartment.** Your dish must be mounted in such a manner that it cannot become dislodged. It must not extend beyond the edge of the patio or balcony railing. You may not hang a dish out the window.
5. **Installation must not damage the apartment.** You must not damage the apartment when installing your dish. You may not drill holes in railings, exterior walls, or any other location where holes might impair the building's weatherproofing or there is a risk of striking electrical or water lines. Damage from installation is your sole responsibility.
6. **A dish MUST be professionally installed.** You may **NOT** install your dish yourself. You may hire a professional to install it for you. Installation **MUST** meet all applicable laws, codes, and restrictions.
7. You are liable for any injury or damage to persons or property caused by your dish, and you **MUST** maintain **LIABILITY INSURANCE** covering any such injury or damage. You install and operate your dish at your own risk. You will be liable for any injury or damage to persons or property caused by your dish. To ensure that you are able to pay damages in the event that your dish causes injury or damage, you **MUST** purchase and maintain liability insurance for your dish for as long as you have it at our community. You must provide us with proof that you have this insurance. Contact the office if you do not understand.

Receipt Acknowledged:

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Lessee

DECEMBER 10, 2013

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Property Address and Unit

316 83<sup>RD</sup> STREET N, BIRMINGHAM, AL 35206

# OUTDOOR COOKING AND GRILLING

## RULES and REGULATIONS

According to your lease agreement, the rules and regulations of your apartment community can be revised and changed by management at any time.

The following are rules and regulations regarding the use of portable grills for barbequing, grilling, cooking out, etc.

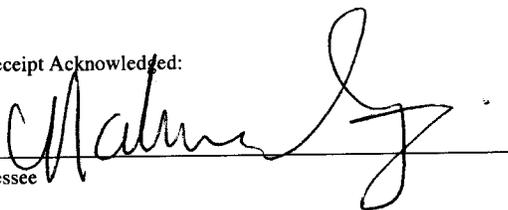
1. NO charcoal grills of any kind are allowed!
2. The use of small propane grills will be accepted. Small to be defined by management.
3. No grill is to be used on the walkways, porches, decks, patios, breezeways or anywhere close to the building. When using a grill they should be used a minimum of 25 feet away from the building. *If the grill is observed by management being used closer than 25 feet from the building, management reserves the right to confiscate the grill immediately.*
4. When in use, they should be attended at all times and completely turned off and cooled down before leaving unattended.
5. Excessive smoke, annoying odors, noise and gatherings will not be allowed.

As you know many municipalities have enacted these same rules. They are there and to be enforced for your safety from fires and for your neighbors safety as well.

We appreciate your full cooperation.

Receipt Acknowledged:

Lessee



DECEMBER 10, 2013

Lessee

\_\_\_\_\_ **316 83<sup>RD</sup> STREET N, BIRMINGHAM, AL 35206** \_\_\_\_\_  
Property Address and Unit

**MAINTENANCE AND REPAIRS**

Please call our maintenance number for all repairs:

**MAINTENANCE NUMBER  
205-940-8552**

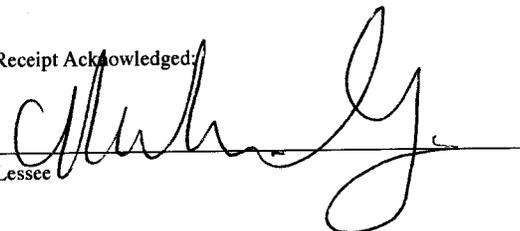
When calling for maintenance, you **MUST** leave an active phone number and a brief description of the problem that you are experiencing. Someone will contact you to schedule the work to be performed. **If you DO NOT leave an active number then the maintenance request WILL NOT be processed.**

If it is a true emergency, we will be available on nights, weekends, and holidays. Please call during normal business hours (9 am – 5 pm M-F) for routine maintenance requests.

We are setup to handle maintenance calls efficiently through this number. Please **DO NOT** call individuals within our company and report maintenance problems, as these calls will not be processed and will delay our response. We handle maintenance calls as quickly as possible. Please call only one time within a 24-hour period.

*Note: If Maintenance Repair shows up at residence and no one is at home after confirming appointment, the Lessee will be charged a fee of \$65. If maintenance repair is the result of Lessee's negligence or the negligence of anyone in the unit, the Lessee will be charged the cost of repair and if not paid, will be deemed a lease violation resulting in termination.*

Receipt Acknowledged:

  
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Lessee

DECEMBER 10, 2013

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316 83<sup>RD</sup> STREET N, BIRMINGHAM, AL 35206

Property Address and Unit

## SEVERE COLD WEATHER INSTRUCTIONS

During severe freezes, a number of emergencies with burst water pipes were caused by tenants who had left their apartments unoccupied with their heat off. Resulting water problems caused severe damage both to the apartment buildings and the furniture and clothing of the tenants.

During the winter, it is **ESSENTIAL** that you leave heat on in your residence. The wind chill factor plays an important role in freezing water lines and the temperature does not need to get terribly low to freeze the lines.

Please observe the following precautions during the winter:

1. Leave your heat on at a minimum of 60 degrees AT ALL TIMES.
2. If a severe freeze is predicted, leave a pencil-sized stream of water running through each faucet. Make sure all drains are running freely before leaving home.

A little common sense can prevent a multitude of problems and expenses for the tenant.

Thank you for your understanding and cooperation.

Receipt Acknowledged:

DECEMBER 10, 2013

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316 83<sup>RD</sup> STREET N, BIRMINGHAM, AL 35206

Property Address and Unit

HONORS RESIDENTIAL LEASE

## SOME SPECIAL REMINDERS

1. Remember that your lease is a LEGAL CONTRACT. Read it and understand it. If you have questions, we will be happy to answer them.
2. If you decide to move after the term of your lease, you MUST give a 60-day (calendar month) WRITTEN NOTICE. No verbal notice will be accepted. Please read Paragraph 2 in your lease. AS (INITIAL)
3. In your lease agreement, you have agreed to pay your rent on the first day of every month. It is actually delinquent on the second day, but we will give you a five-day grace period. The late charge will be effective on the sixth day. Please remember that the grace period applies to the day we receive payment, not the day you mail it. We can not assume responsibility for mail delivery problems.
4. We certainly do not expect anything but prompt payment from you, as we checked your credit and payment record before you rented from us. We are members of the credit association and we are confident we can have the opportunity of reporting to them that you have always paid your rent promptly.
5. If you have any emergency which will result in your having to pay rent past the due and late dates, we will be glad to talk with you about your problem. If the circumstances justify, we will set up a late payment date for you. If we do this for you, we will expect your rent to be paid on the agreed upon date. We are happy to accommodate you in a real emergency but we cannot change the terms of your rental agreement on a regular or continuing basis.
6. When making your rent payment, the payment is first applied to any past due charges or expenses BEFORE being applied to current month. If you have failed to pay late fees then those will be applied first resulting in your monthly payment being short. **IT IS IMPORTANT THAT IF YOU PAY AFTER THE 5<sup>TH</sup> OF THE MONTH, YOU INCLUDE THE LATE FEE AS THOSE ARE AUTOMATICALLY CHARGED TO THE ACCOUNT ON THE 6<sup>TH</sup> OF EACH MONTH.**

Receipt Acknowledged

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DECEMBER 10, 2013

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Property Address and Unit

**RENT PAYMENT POLICY**

Rent is due on the 1<sup>st</sup> of each month and is late on the 6<sup>th</sup>. If payment is received anytime after the 5<sup>th</sup> of the month, your account may be turned over to the attorney for eviction. We report all tenant payments to the credit bureaus so any late payment will result in a negative score on your credit report affecting your ability to rent, lease, or purchase items in the future. We allow for prepayment if you choose to do so.

*Rent payments are first applied to any outstanding late fees chargeable to tenant; second to outstanding legal fees or court costs, or both; third to outstanding utility bills that are the tenant's responsibility; fourth to any damages to the property caused by tenant or their guests; fifth to collection agency fees – if applicable; sixth to costs for reletting the property – if applicable; and lastly to rent. This could result in unpaid rent, which would be subject to additional rent and/or late charges as described in lease. If at anytime there is a balance on the account, late charges will be applied.*

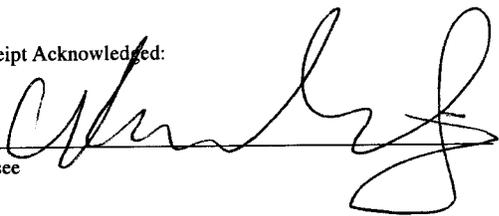
Cash is not accepted. Money orders or Certified Checks ONLY

**IT IS VERY IMPORTANT THAT YOU PAY YOUR RENT ON TIME EACH MONTH**

Receipt Acknowledged:

**DECEMBER 10, 2013**

Lessee



Lessee

Property Address and Unit

**THANK YOU FOR CHOOSING TO RENT FROM  
HONORS REAL ESTATE & ASSET MANAGEMENT, LLC**

*"WE WILL ALWAYS DO OUR BEST TO MAKE YOUR OCCUPANCY PLEASANT"*

Please remember that your rent is due on the first day of every month. We know you plan to pay your rent promptly each month, but we ask you to refer to your lease and be sure to include the late charge if your payment will reach us after the payment date set out in your lease.

We hope you never have to pay a late charge! Its only purpose is to encourage prompt payment.

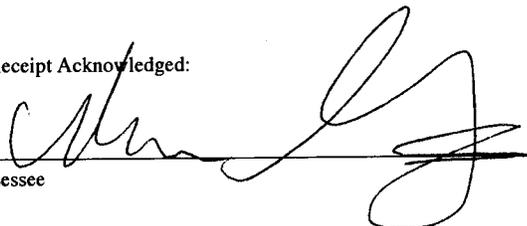
Please make your certified check or money order payable to: Honors Real Estate & Asset Management, LLC and mail to the following address:

**Honors Real Estate & Asset Management, LLC  
174 Oxmoor Road  
Birmingham, AL 35209**

ALWAYS save your Money Order receipt and if you bring payment to our office, ask for a receipt from our office staff. This receipt will help resolve any disputes if a payment is lost or not applied properly.

Receipt Acknowledged:

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DECEMBER 10, 2013

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