LANDLORD’S RULES AND REGULATIONS

The following are Landlord’s Rules and Regulations, which are incorporated and made a part of the Lease and all Tenants, Occupants, Guests and/or Invitees of the Property are subject to and will strictly comply with these Rules and Regulations. These Rules and Regulations are subject to change from time to time, at Landlord’s sole discretion, and any such changes will be posted to AH4R’s website at www.americanhomes4rent.com/rulesandregulations. IT IS TENANT’S RESPONSIBILITY TO KEEP UP TO DATE ON ANY CHANGES TO LANDLORD’S RULES AND REGULATIONS, AND LANDLORD WILL HAVE NO OBLIGATION TO NOTIFY TENANT WHEN/IF CHANGES ARE MADE. Please consult the local Property Management Office with any questions regarding any of these Rules and Regulations.

1. **Delay of Occupancy.** Tenant must occupy the Property within 5 days of the Commencement Date. If Tenant is unable to occupy the Property on or before the 5th day following the Commencement Date because of Landlord’s construction work upon the Property or a prior occupant’s hold over tenancy, such delay shall be governed by the terms set forth in Section 2(b) of the Lease.

2. **Time is of the Essence.** Time is of the essence for the payment of Rent, Additional Rent and any other fees or charges due under the Lease, and strict compliance with rental due dates is required.

3. **Pet Policy.** *Only those pets listed on page 2 of the Lease are approved by Landlord and (as such) to be permitted to be kept at the Property.* The following applies to Tenants who have such Landlord approved pets at the Property:

   a. Tenant certifies to Landlord that Tenants’ pet(s) is/are in good health.
   b. Tenant will keep pets on a leash when not in the house or in a fenced backyard and will clean up all pet waste on the Property and any common areas.
   c. If the Property is subject to a Homeowners’ Association (“HOA”), Tenant will abide by all HOA rules and regulations and Covenants, Conditions and Restrictions (“CC&R’s”) with respect to pet ownership. Moreover, Tenant will abide by all city and local ordinances regarding pet ownership (e.g., leashing, curbing, registration, licensing, vaccinations, etc.).
   d. If applicable, Tenant will pay monthly Pet Rent, in the amount set forth on page 1 of the Lease, for so long as the pet(s) remain(s) or stay(s) at the Property. The Pet Rent is subject to change from time to time at Landlord’s sole discretion, upon reasonable notice to Tenant.
   e. Tenant may not permit any animal to come onto or into the Property (including, but not limited to, any dog, cat or other mammal, any reptile, bird, fish, rodent, or insect), even if only temporarily without Landlord’s prior written consent. If Tenant violates this prohibition of animals on or in the Property, Landlord may take all or any of the following actions:
      i. Declare Tenant in Default and exercise Landlord’s remedies under Section 16 of the Lease;
ii. Charge Tenant, as Additional Rent, a $500.00 Pet Rent charge and $20.00 per day per animal thereafter for each day Tenant is in violation of this rule 2(e); and

iii. Charge Tenant for any costs incurred by Landlord in connection with:
   A. exterminator services for the Property for fleas and other pests;
   B. cleaning and deodorizing the Property’s carpets and drapes; and
   C. repairing any damage to the Property caused by the unauthorized animal.

4. **Contact Information.** Tenant must promptly notify Landlord of any changes in Tenant’s phone number(s) (i.e., home, work and mobile numbers) and email address(es) from those provided in the Lease and such notice will be delivered to Landlord no later than 5 days after any such change.

5. **Abandonment.** Tenant may not abandon the Property. If Tenant abandons the Property, Tenant will remain liable for all Rent, Additional Rent, fees and costs for the full Term of the Lease.

6. **Abandoned Personal Property.** If Tenant leaves any furnishings, personal belongings or personal property (collectively the “Personal Property”) in the Property after surrendering or abandoning the Property, Landlord may, in its sole discretion:
   a. Dispose of such Personal Property in the trash or waste facility;
   b. Donate such Personal Property to a charitable organization; or
   c. store and sell such Personal Property.

Tenant will reimburse Landlord for all reasonable costs incurred in connection with packing, removing, transporting, storing, disposing and/or selling the Personal Property after abandonment by Tenant.

7. **Access by Landlord:**
   a. **Signs and Advertising.** Landlord may prominently display a “For Sale”, “For Lease”, “For Rent” or similarly worded sign on the Property at any time during the Term or any renewal term. In addition, Landlord and/or Landlord’s agents will have the right to take exterior photographs or images of the Property from time to time and at any time and use such photographs or images in advertisements or marketing materials for the Landlord or the Property.
   b. **Access.** Before accessing the Property, Landlord and/or Landlord’s agents will attempt to first contact Tenant to give advanced notice, but Landlord and/or Landlord’s agents may enter the Property at reasonable times without advanced notice to make repairs or show the Property to prospective tenants or buyers, inspectors, fire marshals, lenders, appraisers, or insurance agents. Additionally, Landlord and/or Landlord’s agents may peacefully enter the Property at reasonable times without first attempting to contact Tenant and without notice to:
      i. survey the Property’s condition and take photographs to document the condition of the Property for evictions, reported nuisances and/or disturbances at the Property;
      ii. assess or make emergency repairs;
      iii. exercise a contractual or statutory lien; or
      iv. deliver written notices.
c. **Notice.** Landlord may enter the Property upon advanced notice (in accordance with state law), for routine and ordinary inspections, repairs, maintenance and improvement work, subject to paragraphs 7(a) and (b) above.

d. **Trip Fee.** If Landlord and/or Landlord’s agents are denied access or are not able to access the Property after first attempting to contact Tenant, Landlord may charge Tenant a “trip fee” (in the amount set forth on page 1 of the Lease), which is subject to change from time to time at Landlord’s sole discretion.

8. **HOA.** If the Property is subject to an HOA, Tenant acknowledges that Tenant has received a copy of, read, understood and agrees to abide by all HOA rules and regulations and/or CC&R’s (collectively, the “HOA Rules”). Tenant will reimburse Landlord for any fines or other charges assessed against the Property or Landlord by the HOA for Tenant’s failure to comply with the HOA Rules. Landlord may charge back onto Tenant’s ledger any fines or other charges assessed against the Property or Landlord by the HOA, as well as any administrative fees (which are subject to change from time to time at Landlord’s sole discretion) incurred by Landlord in connection with Tenant’s non-compliance with the HOA Rules.

9. **Parking.** Tenant is permitted to park vehicles at the Property subject to the HOA Rules and state/local laws. Tenant may not park or permit any person to park any vehicles on the grass area (or any landscaped area) in the front or back yard. Vehicles are only permitted to be parked in driveways, garages, designated common parking areas, or in the street against the curb adjacent to the Property, subject to the HOA Rules and state/local laws. Tenant may not store or permit any person to store any vehicle on or adjacent to the Property or in the street against the curb adjacent to the Property. In accordance with applicable state/local laws, Landlord may tow, at Tenant’s expense, and assess Tenant an administrative fee (which are subject to change from time to time at Landlord’s sole discretion) for the following:

   a. any inoperative vehicle on or adjacent to the Property;
   b. any vehicle parked in violation of this paragraph 8; or
   c. any vehicle parked in violation of any HOA Rules or state/local laws.

10. **Security Devices and Door Locks.** All requests by Tenant to rekey or change, install, repair, or replace security devices and/or door locks must be in writing. Installation of additional security devices or rekeying or replacement of security devices and/or door locks so requested by Tenant will be at Tenant’s sole cost and expense and may be installed only by contractors engaged and authorized by Landlord.

11. **Marijuana.** Tenants, Occupants, Guests and/or Invitees of the Property are not permitted to grow or cultivate any marijuana plants on the Property under any circumstances. Furthermore, Tenants, Occupants, Guests and/or Invitees of the Property are not allowed to use, possess, or distribute marijuana for medical or recreational use on the Property, per any applicable Federal Laws and/or the Controlled Substance Act. Landlord’s Marijuana policy is governed by Federal Law exclusively and will supersede any provision in the Lease that states that the Lease is governed by controlling state law.

12. **Pool/Spa/Hot Tub:**
a. If applicable, Tenant will use the swimming pool, spa and/or hot tub at Tenant’s own risk. Landlord will not be responsible for any injuries sustained by Tenants, Occupants, Guests and/or Invitees of the Property in connection with the swimming pool, spa and/or hot tub.

b. Landlord is responsible for the general maintenance of the swimming pool, spa and/or hot tub. This includes, but is not limited to, keeping the swimming pool, spa and hot tub clean of debris and ensuring the proper levels of chemicals to maintain the quality of the pool, spa and/or hot tub water.

c. Tenant is responsible for keeping the pool/spa/hot tub areas clean, neat and organized.

d. Tenant must immediately notify Landlord of any repair that the pool, spa and/or hot tub may require. This includes immediate notification due to pool guards, gate latches or fence repairs, where applicable.

e. Tenant is responsible for the full cost of repair and/or replacement of the swimming pool, spa and/or hot tub if such repair and/or replacement is a result of negligence or misconduct by Tenants, Occupants, Guests and/or Invitees of the Property.

f. Tenant must always operate the swimming pool, spa and/or hot tub in accordance with the manufacturer’s instructions.

g. Safety features have been installed at the Property to ensure the Property’s compliance with state/city/local pool safety laws. Tenant is responsible for maintaining such safety features and must notify Landlord immediately if such safety features are faulty, broken or missing due to the negligence or misconduct of Tenants, Occupants, Guests and/or Invitees of the Property.

h. No pets of any kind are permitted in the swimming pool, spa and/or hot tub at any time.

i. Tenant understands that the swimming pool and/or hot tub are strictly an amenity, and that the use of this amenity is not guaranteed under the Lease. Any interruption or non-availability of the use of the swimming pool, spa and/or hot tub will not be deemed a violation by Landlord of any obligation under the Lease.

j. Tenant also acknowledges and agrees that Landlord does not guarantee that the swimming pool will be heated and/or heatable. A “heated and/or heatable” swimming pool is strictly an amenity, and that the use of this amenity is not guaranteed under the Lease. Any interruption or non-availability of the use of a “heated and/or heatable” swimming pool will not be deemed a violation by Landlord of any obligation or covenant under the Lease.

13. Water Intrusion Events and Mold. Both Landlord and Tenant have various duties and responsibilities when dealing with water intrusion events and/or mold at the Property. In all and any cases of water intrusion events and/or mold at the Property, Tenant must notify Landlord in writing immediately.

a. Mold is made up of naturally occurring microscopic organisms which reproduce spores. Mold breaks down and feeds on organic matter that naturally occurs in the environment. The mold spores scatter through the air and the combination moisture and organic matter allows for mold growth. Certain types of mold can lead to serious health risks and/or allergic reactions. Not all mold is easy to see, however when it is, it is often seen in the form of discoloration, that ranges from white to orange or from green to brown or black.
There is also a musty odor present. Minimizing the amount of moisture along with proper housekeeping helps reduce the chance and amount of mold and mold growth. Appropriate precautions need to be taken to minimize the potential for mold growth by Tenant.

b. If small areas of mold are already present or occur on non-porous surfaces, for example, ceramic tile, Formica, vinyl flooring, metal, wood or plastic. Tenant agrees to clean the surface with a soap and water mixture; letting the surface area dry and then, within twenty-four (24) hours apply a pre-mixed household spray such as Lysol Disinfectant or Pine-Sol Disinfectant. If the product contains bleach it can discolor or stain the surface.

c. Do not apply household cleaners to visible mold on porous surfaces such as sheetrock walls or ceilings. Notify Landlord in writing and Landlord will take appropriate action.

d. Tenant will report to Landlord in writing of any visible or suspected water intrusion event or mold, including, but not limited to:
   i. visible or suspected mold,
   ii. air conditioning problems or spillage,
   iii. plant watering overflows,
   iv. musty odors,
   v. leaky faucets or plumbing issues,
   vi. pet urine accidents, and
   vii. discoloration of walls, baseboards, doors, window frames, or ceiling.

e. If Tenant fails to strictly comply with this paragraph 12, Tenant may be held responsible for all damage to the Property and any health problems that may develop as a result thereof.

f. Tenant hereby agrees that Landlord and/or Landlord’s agents may conduct periodic inspections of the unit at any time with reasonable notice.

g. Please refer to the United States Environmental Protection Agency’s “A Basic Guide to Mold, Moisture and Your Home” which is available at www.epa.gov/mold/pdfs/moldguide.pdf.

14. LANDLORD’S MAINTENANCE OBLIGATIONS: Landlord will maintain, replace or repair any items on the Property for which state law dictates Landlord is responsible. In addition and subject to Section 9 of the Lease, Landlord will be responsible for the following: roofs, front and back doors, foundations, HVAC, electrical system, plumbing, hot water tank, structural components, exterior painting and siding, locks and keys, ceilings, pool, spa, and hot tubs.

   a. Pest Control: Landlord will provide pest control only in the following two (2) circumstances: (i) prior to Tenant’s occupancy if Tenant so requests or (ii) to address infestations that compromise the structural integrity of the Property (e.g., termites, carpenter ants, etc.).

   b. Replacement of Fixtures: Landlord reserves the right to replace the fixtures with similar items, in Landlord’s sole and absolute discretion. Landlord does not have to replace the fixtures with the exact brand, style, grade, color or accessories, so long as the replacement fixture is fit for its particular use.

   c. Emergencies: Emergencies must be reported immediately to Landlord and include the following:
      i. Electrical: arcing, fire, smoke, no power, overheated fixtures.
ii. Fire: Tenant must first notify the fire department immediately, followed by an emergency call to the Landlord.

iii. Heat: ONLY if health risks exist as documented by a physician.

iv. Air Conditioning: ONLY if health risks exist as documented by a physician.

v. Heavy Structural Damage: roof, foundation and walls.

vi. Plumbing: Flooding or stoppage of all drains (Tenant is responsible for all plumbing stoppages except when caused by roots or breakdown of fixture not caused by Tenant).

vii. Theft: Tenant must first notify police immediately, followed by a report to Landlord no later than the following business day.

15. TENANT’S MAINTENANCE OBLIGATIONS:

General Responsibilities:

a. keep the Property clean and sanitary;
b. promptly dispose of all garbage in appropriate receptacles;
c. supply and change heating and air conditioning filters at least once every 3 months;
d. supply and replace all light bulbs, fluorescent tubes, and batteries for smoke alarms, carbon monoxide detectors, garage-door openers, ceiling fan remotes, and other devices (of the same type and quality in the Property on the Commencement Date);
e. maintain appropriate levels of necessary chemicals or matter in any water softener;
f. take action to promptly eliminate any dangerous condition on the Property;
g. maintain all storm door(s) and screen door(s);
h. maintain all internal and external ice makers and water dispensers;
i. replace and/or repair window screens;
j. replace and maintain all shower rod(s);
k. repair all clogged drains and toilets, except when caused by roots or breakdown of fixture not caused by Tenant;
l. repairs to the Property due to break-in or vandalism, or due to the fault of Tenant or Tenant’s guests or invitees;
m. winterize the Property – e.g., maintain minimum levels of heat to prevent freezing of water pipes and outdoor spigots, wrapping of outside water main in winter, removal of snow accumulations, removal of ice from front of Property, etc.;
n. repair or replace sprinkler heads and above ground irrigation;
o. repair or replace mailboxes and pay for the community or group mailbox key(s);
p. replace any lost or misplaced keys;
q. pay any periodic, preventative, or additional extermination services desired by Tenant, including, but not limited to, bed bugs, fleas, ticks, etc.;
r. remove any standing water;
s. know the locations and operation of the main water cut-off valve and all electric breakers and how to switch the valve or breakers off at appropriate times to mitigate any potential damage; and
t. in general, all nominal and/or incidental repairs to the Property – i.e., repairs that cost $100 or less.

16. PROHIBITIONS: Smoking is not allowed in the Property. Moreover, unless otherwise authorized under the Lease, Tenant may not install or permit any of the following on the Property, even if only temporarily: spa, hot tub, above-ground pool, trampoline, or any item which may cause a suspension
or cancellation of property insurance coverage or increases property insurance premiums. In addition, Tenant may not permit any part of the Property to be used in connection with any activity that is a nuisance, offensive, noisy, or dangerous or involves:

a. Repairing any vehicle(s);
b. Business or commercial activity of any type, including, but not limited to, child care (subject to local law);
c. Violates any zoning ordinance, homeowners’ association rule or restrictive covenant;
d. Illegal or unlawful activity; and/or
e. Obstructs, interferes with, or infringes on the rights of other persons near the Property.