

AUTOMATIC RENEWAL APARTMENT LEASE

PARTIES: The parties to this agreement are identified as follows:

“**LANDLORD**”: Grandview Pointe, LLC.

TENANT(S): _____ and _____. The term “**Tenant**” includes all tenants collectively, whether one or more, and “**Tenant**” shall mean either the masculine or feminine.

“**AGENT**” **FOR LANDLORD:** Sherry Waldron is authorized to manage the premises and is authorized to receive service of process and receiving and receipting of notices and demands at the address set forth on the “Landlord Information Disclosure Addendum,” which is attached to this Lease and incorporated herein by reference. Agent is authorized to enforce any term of this lease and any reference to Landlord is also a reference to Landlord’s Agent for purposes of enforcing the terms hereof or receiving notices.

“**PREMISES**”: Apartment Number _____ at that certain Apartment complex commonly known as Grandview Pointe Apartments.

CONSIDERATION: All terms and conditions of this Lease are consideration for performance and not mere recitals.

INITIAL TERM: _____ (Effective Date)

initials to midnight _____ (Expiration Date).

NOTICES: All notices hereunder must be given in writing and notices not given in writing will be considered void and without effect. Any notice provided for herein may be delivered as follows:

If by Tenant to Landlord: By mailing the same by ordinary U.S. mail to the office of the Landlord's Agent, or by hand delivery in person to Landlord's Agent as identified on the "Landlord Information Disclosure Addendum" which is attached hereto and incorporated herein by reference.

If by Landlord to Tenant: By serving on Tenant in person. Landlord may also give notice to Tenant by mailing said notice to Tenant at the leased premises by ordinary U.S. mail and service shall be considered effective three days after mailing. Tenant hereby agrees that any notice addressed to Tenant at the above address under the conditions described herein shall be legal notice to Tenant as if personally served.

This provision does not apply to notices of termination, which will be served pursuant to Alabama law, and notices pursuant to the paragraph of this Lease regarding the Landlord’s right to reasonably enter the premises.

AUTOMATIC RENEWAL: This Lease will automatically renew from month to month, unless:

initials (a) Tenant terminates this Lease on the Expiration Date by giving Landlord notice of his intent to terminate and vacate at least one calendar month in advance; or

(b) Landlord notifies Tenant at least one Calendar month before the Expiration Date that the Lease cannot be renewed. Following renewal, Landlord or Tenant may terminate this Lease on the last calendar day of any month by giving notice to the other at least one calendar month in advance.

RENT: Rent is \$_____ per month. Time is of the essence. Rent is due and payable on the Effective Date and on the First day of each succeeding month, and is delinquent thereafter. Tenant shall pay to Landlord an amount equal to 10% of monthly rent in addition to rent if rent is not paid when due. Tenant shall pay to

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Landlord a service charge of \$35.00 for any instrument he presents to Landlord which is dishonored. Payments shall be applied first to accrued late charges, then other charges then due, then rent. Landlord may amend the Lease to increase rent after the initial term by notifying Tenant at least one calendar month in advance of the effective date of such increase. NON-PAYMENT OF RENT WHEN DUE IS A WILLFUL VIOLATION OF THIS LEASE.

Pro-rated Rent for the period from _____, 20 _____ to _____, 20 _____, shall be due to Landlord on the Effective Date in the sum of \$ _____ (based on a 30-day month).

The monthly rental figure contained hereinabove is based, in part, upon the pro rata share of ad valorem taxes, privilege or license taxes, gross receipts or gross rental tax or other tax directly on the rents received hereunder, as well as insurance costs and public utility rates existing at the time of execution of this Lease. It is agreed that when Landlord is notified that any of the aforementioned taxes, insurance costs or public utility rates are increased, Landlord may notify Tenant in writing of the same and the said monthly rental payment representing taxes, insurance costs or public utility rates shall increase by the pro rata share of the change in the amount of taxes, insurance rates or public utility rates, said increase to become effective on the first day of the next succeeding month, but in no case shall such increase exceed 5% of the monthly rent.

TENANT MAY NOT WITHHOLD PAYMENT OF RENT TO LANDLORD WHILE IN POSSESSION IN ORDER TO ENFORCE ANY OF THE TENANT'S RIGHTS UNDER ALABAMA LAW.

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UTILITIES: Tenant shall pay for all utility services including, but not limited to, electricity, water, sewer, garbage and/or cable television and gas. Landlord may currently provide some of these utility services free of charge, however, Landlord reserves the right to cease providing to Tenant free of charge the said utility and to require Tenant to establish said utility service in Tenant's name and to require Tenant to pay for said service similar to other utility services. Tenant shall use the utilities supplied by Landlord only for ordinary household appliances and household uses. Landlord, during the term of the Lease may, if permitted by state and/or federal law, charge and bill separately for water and/or sewer, gas and refuse removal. Tenant agrees to pay any utility charge, including but not limited to, water and/or sewer, gas and/or refuse removal, and/or late payment charges associated with said utility charge, all as additional rent. At Landlord's option, said billing may be through a third party billing service. At Landlord's option, the charge for water and sewer may be an increase in rent for the Premises by the amount of the water and sewer costs allocated to the Premises as determined by the Landlord in its sole discretion, or by allocation through sub-metering, or any other reasonable method of water and sewer costs allocation, including, but not limited to, a set fee for each premise being one bedroom, two bedrooms, or three bedrooms and whether there are washing machine connections. Tenant shall take all measures necessary to establish all utility services in Tenant's name, effective as of the first day of the rent term. To the extent permitted by law, any delinquent payment of a charge under this paragraph shall be considered a material default under the Lease to the same extent and with the same remedies to Landlord (including, without limitation, the right to deliver written notice to terminate the Lease pursuant to Alabama law and the right to impose late fees and other related charges and fees) as if Tenant had been delinquent in Tenant's payment of rent.

EARLY TERMINATION: If Tenant desires to terminate this Lease prior to it's stated expiration date, Tenant must provide a written notice of same to Landlord no less than thirty (30) days prior to the stated early termination date. Tenant will be required, at the time of giving said notice, to pay a lease termination fee equal to three (3) month's periodic rent in addition to the rent due for the last month of occupancy, and, if a rent concession was granted to the Tenant upon Lease execution, including but not limited to rent rate discounts or free rent, Tenant will likewise be required to repay the concession upon giving Landlord said early termination notice.

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SECURITY DAMAGE AND CLEANING DEPOSIT: To secure Tenant's performance, Tenant shall deposit with Landlord on the Effective Date the sum of \$_____. Said deposit, without interest, will be refunded to Tenant within 35 days of Tenant vacating Premises, provided that Tenant has:

- (a) returned all Premises, mailbox and gate keys to Agent;
- (b) left Premises clean and free of damage; and

(c) left Landlord a valid forwarding address in writing.

Said deposit is to secure Tenant's performance and shall not limit any liability to Landlord for extraordinary cleaning or repairs necessitated by Tenant's occupancy. Any deposit unclaimed by the Tenant, as well as any check outstanding shall be forfeited by the Tenant after a period of 180 days.

Said deposit will be deposited, at Landlord's option, in a non-interest bearing account. In accordance with Alabama Real Estate Commission Rule 790-X-3.03 Landlord shall not maintain security or damage deposits in a separate account and shall hold said deposits for Tenant in accordance with this Lease.

POSSESSION: If the Landlord fails to deliver possession of the dwelling unit to Tenant, rent shall abate until possession is delivered and the Tenant may terminate this Lease as allowed by Alabama law. As the leased premises are in an apartment building or complex with many apartments and as the occupancy of one tenant might interfere with the leasing or enjoyment of other apartments, therefore, without reflection upon the Tenant, it is agreed and understood that in the event that the Tenant, or other person on the leased premises with the Tenant's consent, shall, in the reasonable judgment of the Landlord, such judgment to be conclusive, conduct themselves in a manner that disturbs the peaceful enjoyment of other apartments by other tenants, then the Landlord will consider such conduct a material noncompliance of the lease agreement, and the Landlord may deliver written notice to terminate this Lease, as provided by Alabama law. In the event this Lease is terminated under this paragraph, the Landlord shall refund to the Tenant at the time the Tenant vacates the leased premises, the unearned portion of the rent so paid in advance on the rental basis herein set forth. Nothing herein contained shall be deemed a waiver of the Landlord of any claim for damages for injury to property prior to the date of termination.

RIGHT OF ENTRY: Landlord, Agent, and their employees shall have the right to enter the premises to make needed repairs, provide services, and inspect the premises upon giving notice, as provided by Alabama law, or at any time in the event of an emergency.

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DEFAULT AND OPTIONS IN EVENT OF BREACH: In the event Tenant fails to pay any one or more of set installments of rent or any other amount owing or accruing hereunder as when due, or if Tenant uses or permits the premises to be used for any other purpose than that for which the premises are hereby let, or if Tenant vacates before the expiration of said term without the written consent of the Landlord or its Agents, or if Tenant materially violates any of the other terms, conditions, or covenants contained herein, and upon the happenings of any one or more of said events, Landlord or its Agent may, at their option, give notice as required by Alabama law to seek possession of the premises and terminate the rental agreement. **NON-PAYMENT OF RENT IS WILLFUL VIOLATION OF THIS LEASE.** Landlord's failure to take advantage of any default on the part of the Tenant shall not be construed as a waiver thereof, nor shall any custom or practice become established between the parties having the effect of a waiver of any condition or term required by this lease.

ALTERATIONS TO BUILDING OR PREMISES: Tenant hereby agrees not to make any alterations to the building or premises, or on or about any premises connected therewith, but not hereby leased, nor to paint upon or attach any signs, wires, or other structure or apparatus without the written consent of the Landlord or Landlord's Agent as appointed.

CONDITION OF PREMISES: Tenant has examined the premises, is satisfied with the physical condition and Tenant's taking possession is conclusive evidence of receipt of them in good order as agreed, except as otherwise specified, and he agrees that no representation as to condition has been made except as is contained in the Lease and as required by Alabama law.

Tenant agrees that no promise to decorate, alter, or improve the premises has been made, except such as is contained in the Lease. Any written agreement to decorate, alter, or improve the premises shall not carry forward and shall not be made a part of any extensions or renewal of this Lease.

DAMAGES TO PREMISES: Tenant shall pay the expense of replacing all glass broken and any keys lost or

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broken, or the expense for repairs of any condition caused by the Tenant which materially affects health and/or safety, deliberately or negligently caused by the Tenant, or the Tenant knowingly, recklessly, or negligently permitting any person to do so. If the Tenant does not remedy the condition within seven (7) days written notice by Landlord, Tenant shall be liable for any and all reasonable costs incurred in repairing said damage.

Tenant shall permit no waste of the leased premises nor allow the same to be done, but Tenant shall take good care of the same and Tenant 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 Tenant, his employees, or any occupancy of other persons whom Tenant permits to be in or about the leased premises, reasonable wear and tear excepted.

Tenant 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 Landlord. Tenant shall on the termination of this Lease surrender to Landlord the quiet and peaceable possession of the premises in like good order as at the commencement of the term, reasonable 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 and shall be liable for any and all damages caused by Tenant or any of Tenant's guests or family or any person on the premises who is affiliated with Tenant. Landlord shall make all repairs and do whatever is necessary to put and keep the premises in a habitable condition.

FIRE, CASUALTY OR CONDEMNATION: In the event the leased premises are totally destroyed by fire, rain, wind or other cause not caused by the Tenant, or to an extent that the enjoyment of the dwelling unit is substantially impaired, then the tenant may exercise his or her rights under Alabama law regarding vacating the premises and notifying the landlord. Otherwise, the Landlord shall have the option in either of these events to terminate the Lease and the same shall cease and terminate as of the date of such destruction. Whether the Lease is terminated because of the Tenant's rights or terminated by the Landlord due to the inaction by the Tenant, the rental shall then be accounted for between the Landlord and Tenant up to the time of such damage, taking or destruction of said premises, the Tenant paying up to said date and the Landlord refunding the rents collected beyond said date.

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If the leased premises are damaged by fire, rain or wind beyond the control of Tenant, so as to render the same partially untenable or partially unfit for the use or purpose for which the same are hereby let, and are repairable within a reasonable time, then in that event the Lease shall remain in full force and effect, and the Landlord shall within a reasonable time restore said premises to substantially the condition the same were in prior to said damage, and there shall be an abatement in rent in the proportion that the damaged portion of the leased premises bears to the whole of said leased premises.

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 any statute, or by right of eminent domain, or by condemnation, then, when possession shall be taken thereunder of said premises, or any part thereof, the term hereby granted and all rights of the Tenant hereunder shall immediately cease and terminate, and the Tenant 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.

ABANDONMENT AND PERSONAL PROPERTY: Tenant shall give notice to Landlord of any extended absence in excess of 14 days, no later than the fifth day of the absence. In the event that Tenant is absent from the premises for a period greater than 14 days, Landlord may enter the premises at reasonable times for inspection or maintenance purposes.

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The unexplained absence of a Tenant from a dwelling unit for a period of 15 days after default in the payment of rent shall be construed as abandonment of the dwelling unit. In the event it is evident that Tenant has abandoned or vacated the premises, Landlord is entitled to re-lease the premises to another tenant for a fair rental and will make efforts to do so, but such effort will not take precedence over Landlord's entitlement to lease other empty units first. Tenant will remain liable for all rent incurred from the date of Tenant's abandonment until the unit is re-leased or the termination of the original lease term, whichever comes first.

If Tenant leaves any personal property in the unit for more than 14 days after the termination of this Lease for any

reason whatsoever, Landlord has no duty to store or protect said personal property and is entitled to dispose of said personal property without obligation.

All personal property placed in the leased premises, or in the store rooms or in any other portion of said building or any place appurtenant hereto, shall be at the risk of the Tenant, or the parties owning same. It is strongly recommended that Tenant contact Tenant's insurance agent to secure renter's insurance covering a minimum of contents in Tenant's apartment, and possibly liability insurance coverage.

DISCLOSURE OF OCCUPANTS: Tenant hereby agrees that the premises are to be occupied only by those persons specifically identified within this Lease or the lease application. If any other person resides with the Tenant or within the premises for more than ten (10) days in any thirty (30) day period, without prior written authorization from the Landlord, the Landlord has the right to declare the lease in default. Failure of Tenant to comply with this provision is considered a material noncompliance with this lease and Landlord may deliver written notice to terminate the lease according to paragraph 9, as contained herein.

initials **ABANDONED AND INOPERABLE VEHICLES:** Tenant understands and agrees that there are limitations on the availability of parking spaces for all tenants' use. The number of cars permitted is limited to the number of legal licensed drivers residing in the apartment, provided said vehicles are first registered with management. Landlord's permission for the Tenant to park vehicles listed on the rental application, owned and under the control of the Tenant on the premises extends only for so long as the Tenant is a lawful tenant on the leased premises. This permission extends only to those vehicles, which have both current license plates and are in operating condition. No vehicle, which is inoperable or is being stored whether temporarily or permanently may be kept on the premises. Once the tenancy of the Tenant is terminated or otherwise extinguished, the Landlord expressly terminates any permission for any vehicle belonging to or under the control of the Tenant to remain on the property. Should a vehicle remain on the property subsequent to the term of this lease or beyond termination of the lease, the Landlord shall have the right to have the vehicle removed pursuant to the Alabama Abandoned Motor Vehicles Act. Any vehicle which is left on the property subsequent to termination or expiration of the lease agreement shall be agreed to be "abandoned". In the event the Tenant parks or allows to be parked, any vehicle which appears in the sole opinion of the Landlord as being "inoperable," the Landlord shall have the option to notify the tenant that the vehicle appears to be "inoperable," such notice shall be sent by certified and first class mail and shall be effective upon mailing. The Tenant will have seven (7) days to remove the vehicle from the premises. In the event of the failure of the Tenant to remove the vehicle, Landlord may tow the vehicle at the owner's expense, and, at Landlord's option, such failure to remove the vehicle shall constitute a material noncompliance of this Lease, and the Landlord may exercise its rights under paragraph 9 as contained herein.

HOLDOVER CLAUSE: If Tenant shall remain or continue to be in possession of the leased premises or any part thereof after the termination of this Lease without consent of Landlord, said holdover shall be considered willful and not in good faith, and Landlord may be entitled to recover an amount equal to three (3) months periodic rent or actual damages, whichever is greater, and any other charges allowed by Alabama law. If Tenant or a sub-tenant shall remain or continue to be in possession of the leased premises or any part thereof after the termination of this Lease, Landlord shall be entitled, at Landlord's option, to treat such holding over as a renewal by Tenant of the Lease on a month-to-month basis, upon the same terms and conditions, except that the monthly rental shall be at the election of the Landlord the same rental price per month as set forth in this Lease agreement, or in the event the Landlord has notified the Tenant 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 Landlord 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 terms.

initials **NON-REFUNDABLE ADMINISTRATION FEE:** Tenant hereby tenders a non-refundable Administration Fee to Landlord in the sum of _____ to be paid on the date of execution of this Lease. This Administration Fee cannot be used to defray the Lessee's obligation for damages and costs Landlord incurs for any damages to the leased premises.

ENTIRE AGREEMENT: This Lease, and any applicable Rules referenced herein, along with all Addenda, if any, attached hereto, set forth all covenants, promises, conditions, and understandings between Landlord and Tenant concerning the Premises and there are no other covenants, promises, conditions, and understandings, either oral or

written, between Landlord and Tenant and no modification, limitation, or extension of this Lease shall be valid unless executed in writing and signed by all parties hereto.

SEVERABILITY: The provisions of this Lease are completely severable and if one provision or more shall be found to be unconscionable or unenforceable for any reason whatsoever, such finding shall not be effective to void any other provision, all of which shall remain in full force and effect to the extent allowed under applicable law.

IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS AND SEALS AS OF THE EFFECTIVE DATE FIRST SET FORTH ABOVE:

X_____ Landlord (Seal)
Sherry Waldron, as Agent for Landlord - Grandview Pointe, LLC

X_____ Tenant (Seal)

Printed name:_____

X_____ Tenant (Seal)

Printed name:_____

Special Provisions to Lease Agreement

Tenant: _____

Date Signed

Tenant: _____

Date Signed

Grandview Pointe, LLC Landlord

Sherry Waldron, as Agent for Landlord

Date Signed



SUB-METERING ADDENDUM

EXHIBIT G TO THAT CERTAIN LEASE DATED _____ BETWEEN Grandview Pointe, LLC, LANDLORD, AND _____, AND _____, TENANT(S), FOR APARTMENT UNIT # _____ LOCATED AT 6151 Marina Drive, Mobile, AL 36605::

LANDLORD AND TENANT(S), agree to the billing described below for each of the following utilities and services

(check only if applicable):

- Water Wastewater/Sewer Trash removal Electric Cable TV
- Gas Other

All of such checked Utilities and Services are collectively referred to as the "Utilities".

The responsibility for the utilities and services not checked above, as well as for those utilities and services not specifically identified above, shall be governed by the terms of the Lease. During the Lease term, Landlord is authorized to bill Tenant for, and Tenant agrees to pay, a portion of the monthly bills for the Utilities for the Property as follows:

1. Tenant's monthly rent under the Lease does not include a charge for the Utilities. Instead, for the Utilities, Tenant shall pay that amount stated in a separate bill received by Tenant each month from Landlord or a billing service provider designated by Landlord ("Utility Bill").
2. Payment of the Utility Bill is due as noted in each Utility Bill. Unless otherwise provided, Tenant agrees to pay the Utility Bill at the location identified on such Utility Bill.
3. To the extent permitted by law, any delinquent payment of a Utility Bill shall be considered a material default under the Lease to the same extent and with the same remedies to Landlord (including, without limitation, the right to deliver written notice to terminate the Lease pursuant to Alabama law and the right to impose late fees and other related charges and fees) as if Tenant had been delinquent in Tenant's payment of rent.
4. When Tenant vacates the Apartment, all charges for the Utilities must be paid by the move-out date. Tenant shall be held liable for all unpaid charges the same as if the charges were rent.
5. Tenant understands that no representation or warranty by Landlord regarding estimated or actual Utility Bills shall be enforceable unless it is set forth in a writing signed by Landlord.
6. Tenant agrees to give Landlord or a billing service provider designated by Landlord access to Tenant's Apartment to read the sub-meter, if any, pursuant to paragraph 8 of the Lease.

7. Tenant understands and agrees that continued occupancy of the Apartment when electricity, natural gas, water, or sewer services have been discontinued is hazardous. Tenant agrees not to terminate, cut off, interrupt, interfere with, or discontinue supplying electricity, natural gas, water or sewer services to the Apartment. Tenant shall not tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach or default of the Lease and shall entitle Landlord to exercise all remedies available under the Lease.

8. Tenant agrees that Tenant may, upon thirty (30) days' prior written notice from Landlord to Tenant, begin receiving bills for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term "Utilities."

9. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

10. VIOLATION OF THIS ADDENDUM SHALL BE DEEMED A MATERIAL VIOLATION UNDER THE TERMS OF THE LEASE AGREEMENT AND SHALL CONSTITUTE A DEFAULT OF THE LEASE AGREEMENT.

 Tenant:_____

 Date Signed

 Tenant:_____

 Date Signed

Grandview Pointe, LLC
 Landlord

 Sherry Waldron, as Agent for Landlord

 Date Signed



SMOKE DETECTOR ADDENDUM

EXHIBIT D TO THAT CERTAIN LEASE DATED _____ BETWEEN Grandview Pointe, LLC, LANDLORD, AND _____, AND _____, TENANT(S), FOR APARTMENT UNIT # _____ LOCATED AT 6151 Marina Drive, Mobile, AL 36605::

In accordance with the Laws and Ordinances of the State, this Addendum is prepared to give you, the Householder (Occupant), instructions as to the care of a Smoke Detector and additional Safety Information. For your safety, you should take good care of the Detector in your unit by Replacing Batteries and/or Maintaining Power to the Detector. Landlord will replace the battery for you if notified. You are Responsible for any Damage done to the Detector. If the Detector is Defective, You should Notify the Agent of such Defects in writing.

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.
- b. When the indicator light, which you can see through the clear push button of 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 should:

- 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, or inform Landlord that battery needs replacing.
- 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 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 the 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 lets you know whether your detector is working right.
- 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 should:

- a. Test the detector regularly (weekly is recommended) by pressing 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. 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 inside the cover on the detectors 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 are clear. **IF THERE IS STILL A PROBLEM, NOTIFY YOUR AGENT IN WRITING IMMEDIATELY.**

VIOLATION OF THIS ADDENDUM SHALL BE DEEMED A MATERIAL VIOLATION UNDER THE TERMS OF THE LEASE AGREEMENT, AND SHALL CONSTITUTE A DEFAULT OF THE LEASE AGREEMENT.

In case of conflict between the provisions of this Addendum and any provisions of the Lease Agreement, the provisions of this Addendum shall govern and should any term of provision of this Addendum be ruled invalid or unenforceable by a Court of competent jurisdiction, the remainder of this Addendum shall remain in full force and effect.

Tenant: _____

Date Signed

Tenant: _____

Date Signed

Grandview Pointe, LLC
Landlord

Sherry Waldron, as Agent for Landlord

Date Signed



SECURITY POLICY ADDENDUM AND ACKNOWLEDGEMENT:

EXHIBIT I TO THAT CERTAIN LEASE DATED _____ BETWEEN Grandview
Pointe, LLC, LANDLORD, AND _____, AND
_____, TENANT(S), FOR APARTMENT UNIT # _____ LOCATED AT
6151 Marina Drive, Mobile, AL 36605::

A. No Representations: Tenant(s) acknowledge that neither Landlord nor Agent has made any representations, written or oral, concerning the safety of the community or the effectiveness or operability of any security devices or security measures.

B. No Warranty or Guarantee: Tenant(s) acknowledge that neither Landlord nor Agent warrants or guarantees the safety or security of Tenant(s), or their guests or invitees against the criminal or wrongful acts of third parties. Each Tenant, guest, and invitee is responsible for protecting his or her own person and property.

C. No Reliance on Security Devices or Measures: Tenant(s) acknowledge that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, Tenant(s) acknowledge that they should not rely on such devices or measures and should protect themselves and their property as if these devices and measures did not exist.

Tenant: _____

Date Signed

Tenant: _____

Date Signed

Grandview Pointe, LLC
Landlord

Sherry Waldron, as Agent for Landlord

Date Signed



SATELLITE DISH ADDENDUM

EXHIBIT C TO THAT CERTAIN LEASE DATED _____ BETWEEN Grandview Pointe, LLC, LANDLORD, AND _____, AND _____, TENANT(S), FOR APARTMENT UNIT # _____ LOCATED AT 6151 Marina Drive, Mobile, AL 36605:

New and existing tenants who wish to install a satellite dish system for their personal use may do so within the confines of their unit if they meet certain criteria and conditions. The term "install" and "installation" excludes attachment temporary or permanent, of any part of the satellite dish system to any part of the complex or apartment building, or any of the real estate, including but not limited to natural formations or growth thereupon, upon which it is situated, and prohibits the construction or use of any artifact in or upon any common area, to accommodate or facilitate the installation or use of said satellite dish system.

Tenants who do meet the criteria as set forth herein, must adhere to these rules and regulation which specifically pertain to installation of a satellite dish system.

1. Satellite dish systems may only be installed on decks or patios, which have been inspected by a licensed, professional installer at the tenant's expense who has verified in writing to Landlord's Agent that the deck or patio is suitable for installation within these guidelines. Installation must be authorized by Agent and completed within 30 days of said authorization. Following installation, Agent reserves the right to inspect the unit and the parties agree that Agent will be the sole arbiter of its compliance with this addendum. Any decision made by Agent that any part of the satellite dish system is not in compliance must be brought into compliance within fourteen days of notification to the tenant, or tenant shall be in default of the Lease if he fails to do so. Agent will follow any applicable state or federal regulations or laws pertaining to restrictions, which may be placed on the installation of over the air reception devices. Agent will do a pre-installation walkthrough to assist the tenant and his installer;
2. Installation must be accomplished without drilling holes in roofs, decks, patios, walls, doors, windows, rails or any other part of the property not specifically enumerated herein (hereafter "unit") or otherwise attaching said dish thereto in any manner or by any instrumentality, including but not limited to clips, clamps, or bands of any size and dimension regardless of their composition;
3. The signal from the dish must be able to be transmitted to a receiver within the tenant's unit by means of a removable "through the glass" transmitter, or some other method designed to keep the dish or reception device entirely within the Tenant's "exclusive use" area;
4. Tenant must provide Agent with proof of property, liability and medical claims insurance on an annual basis, and failure to do so within 5 days of installation or immediately upon renewal of the Lease will be considered a material breach of the Lease and will place the tenant in default;
5. No unit may have more than one satellite dish;

6. Not all units are suitable for satellite reception and no tenant shall be moved to another unit to accommodate satellite reception. At the conclusion of any lease period, and if the tenant has given proper notice of his intent to terminate his Lease, he may reapply and request a unit suitable for satellite reception if he is approved for tenancy and such a unit is available.

7. VIOLATION OF THIS ADDENDUM SHALL BE DEEMED A MATERIAL VIOLATION UNDER THE TERMS OF THE LEASE AGREEMENT AND SHALL CONSTITUTE A DEFAULT OF THE LEASE AGREEMENT.

We have read the above addendum and agree to its terms.

Tenant: _____ Date Signed

Tenant: _____ Date Signed

Grandview Pointe, LLC
Landlord

Sherry Waldron, as Agent for Landlord Date Signed



RULES AND REGULATIONS ADDENDUM

EXHIBIT A TO THAT CERTAIN LEASE DATED _____ BETWEEN _____, LANDLORD, AND _____, AND _____, TENANT(S), FOR APARTMENT UNIT # _____ LOCATED AT _____:

1. _____
initials

1. RENTAL PAYMENT: ALL rental payments received after the 5th calendar day of the month must include late charges. If a coupon book is provided, it is provided only as a courtesy to aid Tenant in making prompt and accurate payment, but under no circumstance shall the coupon book or individual coupons contained therein be considered a part of the Lease described above. All rental accounts with unpaid balances remaining delinquent after notice has been sent are subject to being turned over to an attorney for collection and/or eviction, pursuant to Alabama law.

2. _____
initials

2. SUB-LETTING/ASSIGNMENT: Tenant will not sub-let or assign the Lease without written consent of Landlord's Agent.

3. _____
initials

3. POOL: If swimming pool is offered, Landlord's Agent may suspend pool privileges if pool rules are violated by Tenant or Guests of Tenant.

4. _____
initials

4. PETS: No pets of any kind are permitted without the written permission of Landlord's Agent.

5. _____
initials

5. VEHICLES: No vehicle may be repaired, stored or left on the premises while not being used for normal transportation. Tenant hereby agrees that Landlord's Agent may tow any inoperable vehicle or vehicle with expired or missing license at any time after delivering a 7 day notice by posting the same on the vehicle, or by giving notice pursuant to the Alabama Abandoned Motor Vehicles Act. The expense of removing said vehicle shall be the responsibility of the Tenant.

6. _____
initials

6. WATERBEDS: No waterbeds may be filled without proof of Resident's liability insurance listing Landlord as loss payee AND written permission of Landlord's Agent.

7. _____
initials

7. OCCUPANTS/GUESTS: Tenant will not allow persons not listed on the application to occupy leased premises without written consent of Landlord's Agent. Tenants are responsible for the actions of their guests. No guests (family or friends) are allowed to use the pool, pier or pavilion unless

8. _____
initials

8. SPECIAL SERVICES: Pursuant to Alabama law, Landlord may charge Tenant for performing special services such as, but not limited to, opening doors, replacing broken glass or moving equipment.

9. _____
initials

9. LEGAL ACTION: Landlord or Landlord's Agent may from time to time temporarily suspend or delay legal action for late payment of rent or other charges.

10. _____
initials

10. REGULATIONS/POLICIES: Landlord or Landlord's Agent reserves the right, as allowed by Alabama law, to amend and/or add rules, regulations, and policies which Agent deems necessary to effectively manage the property of which this apartment unit, described above, is a part of.

11. EARLY TERMINATION: If Tenant desires to terminate this Lease prior to its stated expiration date, Tenant must provide a written notice of same to Landlord no less than thirty (30) days prior to the stated early termination date. Tenant will be required, at the time of giving said notice, to pay a lease termination fee equal to three (3) month's periodic rent in addition to the rent due for the last month of occupancy, and, if a rent concession was granted to the Tenant upon Lease execution, including but not limited to rent rate discounts or free rent, Tenant will likewise be required to repay the concession upon giving Landlord said early termination notice.

12. _____
initials

12. OPEN FLAME COOKING DEVICES: Open flame cooking devices are prohibited on balconies of multiple family dwellings of two (2) or more stories in height, or within ten feet (10') of the building.

13. _____
initials

13. VIOLATION OF THIS ADDENDUM SHALL BE DEEMED A MATERIAL VIOLATION UNDER THE TERMS OF THE LEASE AGREEMENT AND SHALL CONSTITUTE A DEFAULT OF THE LEASE AGREEMENT.

Tenant: _____

Date Signed

Tenant: _____

Date Signed

Landlord

By: _____
Sherry Waldron, as Agent for Landlord

Date Signed



PET ADDENDUM

EXHIBIT E TO THAT CERTAIN LEASE DATED _____ BETWEEN _____, LANDLORD, AND _____, AND _____, TENANT(S), FOR APARTMENT UNIT # _____ LOCATED AT _____ :

- initial

1. Management agrees to waive pet restrictions of the rental agreement/Lease provided the Tenant/ pet owner agree to and meet the following terms and conditions.
- initial

2. Tenant agrees to pay the following non-refundable pet fee: _____ and a pet deposit of \$_____ which is in addition to the general security deposit. Payment of this non-refundable fee and additional pet deposit in no way compromises the right of Landlord to charge extra for costs/expenses incurred by pet(s) for damages.
- initial

3. In the event of a violation of any of the following terms and conditions, Landlord shall have the right to deliver written notice to terminate the Lease agreement and require the pet owner/tenant to immediately remove the pet from the premises. Cancellation of this agreement will not imply a waiver of the tenant's responsibility for any damages.
- initial

4. Only the pet(s) listed and described below are authorized under this pet agreement. Additional or other pets must be approved by owner/management.
- initial

5. Pet(s) will not cause: danger, damage, nuisance, noise, health hazard, or soil the apartment/unit, premises, grounds, common areas, walks, parking areas, landscaping or gardens. Tenant agrees to clean up after the pet and agrees to accept full responsibility and liability for any damage, injury, or actions arising from or caused by his/her pet.
- initial

6. Tenant agrees to register and immunize the pet(s) in accordance with local laws and requirements.
- initial

7. Tenant warrants that the pet(s) is housebroken. Tenant warrants that the pet has no history of causing physical harm to persons or property, such as biting, scratching, chewing, etc. and further warrants the pet/pets has no vicious history or tendencies.
- initial

8. The tenant agrees to observe the following regulations:

Dogs & Cats: Must be controlled at all times. Must be kept on a short leash while in common areas or on the grounds. Barking will not be tolerated in that it is considered a nuisance to other tenants. Tenants shall clean up pet defecations from the grounds. Proper disposal of cat litter (securely bagged) will be done on a frequent basis. Odors arising from cat litter will not be tolerated.

Birds: Birds will be properly caged. Seeds and droppings will be shielded or caught to prevent accumulation and/or damage to carpeting/floors.

Fish: Aquariums will not leak and will be cleaned regularly to prevent foul water and/or odors.

PET DESCRIPTION(S):					
Kind	Type or Breed	Color	Name	Age	Weight

VIOLATION OF THIS ADDENDUM SHALL BE DEEMED A MATERIAL VIOLATION UNDER THE TERMS OF THE LEASE AGREEMENT AND SHALL CONSTITUTE A DEFAULT OF THE LEASE AGREEMENT.

Tenant: _____

_____ Date Signed

Tenant: _____

_____ Date Signed

Landlord

Sherry Waldron, as Agent for Landlord

_____ Date Signed



MOLD ADDENDUM

EXHIBIT F TO THAT CERTAIN LEASE DATED _____ BETWEEN Grandview Pointe, LLC, LANDLORD, AND _____, AND _____, TENANT(S), FOR APARTMENT UNIT # _____ LOCATED AT 6151 Marina Drive, Mobile, AL 36605::

The undersigned agree that this addendum is incorporated into and made part of the Lease Agreement. In order to minimize the occurrence and growth of mold in the leased premises, Tenant(s) hereby agrees to the following:

- 1. Moisture Accumulation - Tenant(s) shall remove any visible moisture accumulation in or on the leased premises, including on walls, windows, floors, ceilings, and bathroom fixtures; mop up spills and thoroughly dry affected areas as soon as possible after occurrence; use exhaust fans in kitchen and bathroom(s) when necessary; keep climate and moisture in leased premises at reasonable levels.
2. Apartment Cleanliness - Tenant(s) shall clean and dust the leased premises regularly, and shall keep the leased premises, particularly kitchen and bath(s) clean.
3. Leaks - Inspect for leaks in your apartment on a regular basis. Look for discolorations or wet spots.
4. Notification of Management - Resident shall promptly notify Landlord in writing of the presence of the following conditions:
i. Water leak, excessive moisture, or standing water inside the leased premises;
ii. A water leak, excessive moisture, or standing water in any community common area.
iii. Mold growth in or on the leased premises that persists after Tenant(s) has tried several times to to remove with household cleaning solutions such as Lysol or Pine Sol disinfectants, Tilex Mildew Remover or Clorox.
iv. A malfunction in any part of the heating, air conditioning, or ventilation system in the leased premises.

VIOLATION OF THIS ADDENDUM SHALL BE DEEMED A MATERIAL VIOLATION UNDER THE TERMS OF THE LEASE AGREEMENT AND SHALL CONSTITUTE A DEFAULT OF THE LEASE AGREEMENT.

In case of conflict between the provisions of this addendum and any provisions of the Lease agreement, the provisions of this addendum shall govern. Tenant(s) has read and understands and agrees to be bound by the terms of this addendum.

Tenant: _____

_____ Date Signed

Tenant: _____

_____ Date Signed

Grandview Pointe, LLC
Landlord

Sherry Waldron, as Agent for Landlord

_____ Date Signed



LEAD DISCLOSURE ADDENDUM

EXHIBIT B TO THAT CERTAIN LEASE DATED _____ BETWEEN Grandview
Pointe, LLC LANDLORD, AND _____,
AND _____, TENANT(S), FOR APARTMENT UNIT # _____
LOCATED AT 6151 Marina Drive, Mobile, AL 36605:

Disclosure of Information on 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.

Landlord's Disclosure

Landlord's
or Agent's
initials

(a) Presence of lead-based paint or lead-based paint hazards (check one below):

[] Known lead-based paint and/or lead-based paint hazards are present in the housing

[X] Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the
housing.

(b) Records and reports available to the Landlord (check one below):

[] Landlord has provided the Tenant with all available records and reports pertaining to
lead-based paint and/or lead-based paint hazards in the housing (list documents below).

[X] Landlord has no reports or records pertaining to lead-based paint and/or lead-based
paint hazards in the housing.

Tenant's Acknowledgment

Tenant's
initials

(c) Tenant has received copies of all information listed above.

(d) Tenant has received the pamphlet PROTECT YOUR FAMILY FROM LEAD IN YOUR
HOME.

Agent's Acknowledgments

Agent's
initials

(e) Agent has informed the Landlord of the Landlord's obligations under 42 U.S.C. 4582 and
is aware of his/her 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.

Tenant: _____

Date Signed

Tenant: _____

Date Signed

Grandview Pointe, LLC

Landlord

Sherry Waldron, as Agent for Landlord

Date Signed



LANDLORD INFORMATION DISCLOSURE ADDENDUM:

EXHIBIT L TO THAT CERTAIN LEASE DATED _____ BETWEEN Grandview
Pointe, LLC, LANDLORD, AND _____, AND
_____, TENANT(S), FOR APARTMENT UNIT # _____ LOCATED
AT 6151 Marina Drive, Mobile, AL 36605::

This Landlord Information Disclosure Addendum is made for the purpose of complying
with Alabama law and is attached to the Lease between Landlord and Tenant, incorporated with
the terms of that Lease herein by reference, and is considered to be a term of the Lease itself.

The person authorized to manage the premises contemplated by this Lease is identified
as follows and is considered to be Landlord's Agent for purposes of this Lease:

Name of property manager: Sherry Waldron _____

Business Address: 6151 Marina Drive, Mobile, AL 36605:

The Owner of the premises or a person authorized to act for and on behalf of the owner
for the purpose of service of process in receiving an receipting the notices and demands called
for or contemplated by the Lease, is identified as follows and is considered to be Landlord's
Agent for purposes of this Lease:

Name of Owner or Agent for Owner's premises: Grandview Pointe, LLC _____

Business Address: 6151 Marina Drive, Mobile, AL 36605:

Tenant: _____ Date Signed

Tenant: _____ Date Signed

Grandview Pointe, LLC
Landlord

Sherry Waldron, as Agent for Landlord _____ Date Signed



ILLEGAL SUBSTANCE ADDENDUM:

EXHIBIT J TO THAT CERTAIN LEASE DATED _____ BETWEEN Grandview Pointe, LLC, LANDLORD, AND _____, AND _____, TENANT(S), FOR APARTMENT UNIT # _____ LOCATED AT 6151 Marina Drive, Mobile, AL 36605::

As additional consideration for renting this apartment to Tenant, Tenant have agreed to sign this Addendum which will be attached to Tenant's lease and considered a part thereof. By signing below, Tenant(s) acknowledge, agree and understand that:

A. Under the Lease, the use of the premises for the illegal sale of drugs is considered a "serious nuisance" which is a violation of the Lease and is grounds to terminate the Lease and demand possession of the apartment, pursuant to Landlord's right to do so under Alabama law.

B. The possession, use, sale or distribution of any controlled substance, as such substances are defined under Alabama or Federal law, will not be tolerated and shall be grounds to terminate the Lease and demand possession of the apartment, pursuant to Landlord's right to do so under Alabama law.

C. The prohibition of possession, use, sale or distribution of any controlled substance applies not only to Tenant's 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 the Lease for Tenant to possess, use, sell or deliver drugs anywhere on this property.

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

E. This provision and prohibitions contained herein applies not only to Tenant, but every member of Tenant's household and every visitor, guest, friend or relative in Tenant's apartment or using the other property in the complex. If Tenant or any of these parties shall fail to comply with any of the above, it will constitute a material noncompliance with Tenant's Lease agreement, and Landlord may exercise its remedies under paragraph 9 of the Lease, incorporated by reference herein, and made a part hereof.

VIOLATION OF THIS ADDENDUM SHALL BE DEEMED A MATERIAL VIOLATION UNDER THE TERMS OF THE LEASE AGREEMENT AND SHALL CONSTITUTE A DEFAULT OF THE LEASE AGREEMENT.

Tenant: _____

_____ Date Signed

Tenant: _____

_____ Date Signed

Grandview Pointe, LLC
Landlord

Sherry Waldron, as Agent for Landlord

_____ Date Signed



ELECTRONIC CHECK ADDENDUM

**EXHIBIT K TO THAT CERTAIN LEASE DATED _____ BETWEEN Grandview
Pointe, LLC, LANDLORD, AND _____, AND
_____, TENANT(S), FOR APARTMENT UNIT # _____ LOCATED
AT 6151 Marina Drive, Mobile, AL 36605::**

Please be advised that your check will be converted electronically. If you wish to opt out of this electronic conversion please contact us at 205-733-9711 during normal business hours. Returned checks are subject to electronic redeposit without further notification. Recovery fees and or any late fees assessed may be debited from your checking account. All additional returned checks are subject to electronic redeposit without further notice.

Tenant: _____

Date Signed

Tenant: _____

Date Signed

Grandview Pointe, LLC
Landlord

Sherry Waldron, as Agent for Landlord

Date Signed



CONCESSION ADDENDUM

EXHIBIT H TO THAT CERTAIN LEASE DATED _____ BETWEEN Grandview
Pointe, LLC, LANDLORD, AND _____, AND
_____, TENANT(S), FOR APARTMENT UNIT # _____ LOCATED
AT 6151 Marina Drive, Mobile, AL 36605:

Tenant(s) will receive a concession in the amount of _____
for the month(s) of _____, and
an additional discount in the amount of _____
for the month(s) of _____.

In the event that the Lease is terminated before the expiration date of _____
Tenant(s) must repay the total concession amount of _____
upon termination.

Tenant: _____ Date Signed _____

Tenant: _____ Date Signed _____

Grandview Pointe, LLC
Landlord

Sherry Waldron, as Agent for Landlord Date Signed _____