



LEASE EXHIBIT "E"
RULES AND REGULATIONS

Tenant agrees to these "Rules and Regulations" (the "Rules") for the purpose of preserving the welfare, safety, and convenience of all residents in the Woodlands of Knoxville, for the purpose of making a fair distribution of services and facilities for all residents and for the purpose of preserving the Community from abusive treatment. A violation of these Rules may be deemed a default of the Lease by Tenant, and may result in termination of the Lease. These Rules may be amended from time-to-time.

THESE RULES ARE NOT INTENDED TO SET FORTH EVERY POSSIBLE DEFAULT. NOTHING IN THESE RULES SHALL OPERATE AS A WAIVER BY MANAGEMENT OF ADDITIONAL GROUNDS FOR DEFAULT NOR LIMIT MANAGEMENT FROM EXERCISING ANY OTHER REMEDY PROVIDED BY LEASE OR STATUTE.

1. **RESIDENTIAL USE:** Tenant will not use any part of the Community for any commercial business or purpose. Tenant will use and occupy the Bedroom, the Unit and the Community in compliance with all applicable local, state, and federal laws and any rules and regulations of any governmental board having jurisdiction. The number of tenants/residents per Unit cannot exceed the number of bedrooms in the Unit.

2. **PETS AND OTHER ANIMALS:** No pet or other animal is allowed in the Unit without the prior WRITTEN approval of Management which Management may withhold at its discretion. No pet or other animal belonging to Tenant's Guests is allowed in the Unit or the Community. Tenant may not house any pet or other animal for any other person, even temporarily. Management may consider Tenant's request for housing a commonly considered domestic animal as may be acceptable under the Association's governing documents. In the event Management authorizes a pet, Tenant will be required to complete an addendum to the Lease and will be subject to a non-refundable pet fee and additional monthly rent for the pet(s).

Strays and wildlife are not the responsibility of Management. If Tenant has concerns or is experiencing problems with strays or wildlife, Tenant is encouraged to contact the city or county animal control department. Feeding of birds or other animals is not allowed in any portion of the Community to keep from attracting rats and other vermin.

NOTE: Nothing contained herein or in the Lease shall interfere with any provision under the American with Disabilities Act or any similar applicable federal, state or local law, ordinance or regulation regarding service animals.

3. **DECKS, BREEZEWAYS, WALKWAYS, STAIRWAYS:** Patios, lanais, balconies, decks or porch (collectively the "Deck") along with the breezeways, walkways and stairways are to be kept clean, free of unsightly items and are not to be used for storage. Tenant shall not have any clothes, rugs, towels, or other items hanging on or over railings. Only commonly accepted patio or outdoor

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furniture may be placed on the Deck. No personal items are to be placed or hung on the exterior walls, exterior of the windows, in the breezeways, walkways or stairways or other Common Areas including, but not limited to, potted plants and furniture with the exception of one (1) well kept door mat at the front door of the Unit. No decoration of any kind may be hung or displayed on any Common Area which shall cause a breach (hole) in the walls, windows or ceiling.

4. **GRILLS, CANDLES, FIRE PITS, ETC.:** The fire marshal does not allow the use of grills or similar devices on the patios, decks, balconies, breezeways or anywhere else within ten (10) feet of the buildings. Therefore, for the safety of the Community, no cooking of any kind is allowed on the Decks, breezeways or walkways. This includes, but is not limited to, gas, electrical and charcoal grills and smokers none of which may be used or stored in the Unit, on the Deck or anywhere else in the Community. Exception: Community grills are available for use by all residents at the pools. In the event the local fire marshal levies a fine for violation of this Rule, such fine will be charged to Tenant. Hot plates, candles, halogen lamps, incense, space heaters, cooking grills, lighter fluid, fire "pits" or anything with an open heating element or flame are not allowed within the Unit nor anywhere else in the Community

5. **WINDOW TREATMENTS:** The Unit is furnished with window blinds which are not to be removed. In the event the blinds are damaged during the Lease Term, Tenant shall be charged for repairs or replacement. Any additional window treatment installed by Tenant shall be white or off-white on the side which is visible from outside of the Unit. Repair of any damage caused by installation of additional window treatments shall be charged to Tenant.

6. **SIGNS:** No sign, advertising posters, billboards or any variation of the foregoing of any kind shall be erected, placed, displayed or permitted in any window or on the Deck of the Unit or Community Common Area.

7. **DECORATING:** Tenant may hang pictures or mirrors on the walls of the Unit utilizing bulldog picture hangers. No glue, tape, adhesive or stick-on type hangers, nails, screws or other devices shall be used whatsoever. Excessive hanging of decorative items may be treated as damage. Nothing is to be hung on any door of the Unit except with "over the door" type hangers. Live decorations, such as potted plants, trees or wreaths, are not permitted. Painting of the walls, ceilings, doors or anything else in the Unit is prohibited.

8. **WATERBEDS:** Waterbeds are not permitted.

9. **TRASH AND GARBAGE:** Dumpsters/trash containers/compactors ("Dumpsters") are located in both phases of the Community and are for household trash only. No furniture or construction debris is permitted. These containers are provided for the convenience of all residents of the Community. All trash and garbage is to be placed in the Dumpsters. No trash or garbage is to be placed on top of or next to any Dumpster. If the closest container is full, take the trash to the other Dumpster. No trash or garbage is to be allowed to accumulate in the Unit, including any storage closet, on the Deck, in the breezeways or elsewhere in the Community. Any trash or garbage placed outside of the Unit, on the Deck, on or next to a Dumpster or anywhere else in the Community shall be a violation of this Rule and Tenant shall be subject to a trash fine. This shall include, but is not limited to, littering of cigarette butts and beverage cans or bottles.

10. **SMOKING:** Management reserves the right to deem certain Units as non-smoking. Smoking is only allowed in those Units where all roommates have previously agreed to allow tobacco use.

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"Tobacco use" shall mean standard cigarettes. Smoking of pipes or cigars is prohibited. Smoking in the clubhouse/community building or other recreational areas is prohibited.

Discarded cigarette butts are considered a fire hazard, especially if discarded in mulch beds or trash cans, and are to be properly disposed of for the health and safety of the entire Community. Because of the safety issue, the fine for violation of this rule may be severe.

11. **MOTOR VEHICLES AND PARKING.** The Community has designated parking spaces which are identifiable by standard striping of the parking lots. Vehicles are to be parked only in these designated parking spaces. Parking spaces are not assigned but are "first come, first served".

Tenant and any Person operating a vehicle in the Community is required to comply with posted signage including, but not limited to, speed limits, stop signs and parking signs. Failure to comply with posted signage may result in towing of Vehicles, suspension of driving privileges in addition to any other remedies set forth in the default provisions of the Lease.

Vehicles are not to be parked, even temporarily, in front of fire hydrants, in fire lanes or in any area not clearly designated as a parking space. Parking in handicap parking spaces is allowed only with the appropriate license or placard issued by the department of vehicles or other governing agency.

All parking shall be entirely at Tenant's risk. Management, the Owner or the Association shall NOT be liable under any circumstances for any damage or loss to Tenant's or Tenant's Guests motor vehicle or its contents, including, but not limited to, spotting or streaking from the Community's irrigation system, if any.

Recreational, inoperable or abandoned vehicles may not be parked anywhere in the Community. The temporary parking of commercial vehicles for pickup, delivery and other commercial services is permitted, as may be necessary. Mechanical work on vehicles of any type is not permitted anywhere in the Community. Performing mechanical work in the Community is strictly prohibited.

In the event of non-compliance, the vehicle may be "booted" by Management, immobilizing the vehicle. The owner of the vehicle will need to pay a fine in Management's office to have the boot removed; or

In the event of non-compliance, a vehicle may be towed at the expense of the vehicle's owner and neither Management, the Owner or the Association shall be liable to any person for any claim of damage, including loss of wages, as a result of the towing activity or for the towing fee.

12. **GUESTS:** The number of Tenants per Unit cannot exceed the number of bedrooms in the Unit. Tenant understands that occupancy of the Unit is expressly reserved for Tenant and the other occupants of the Unit who have leases with Management. Tenants are permitted to have overnight guests provided that the guests do not stay overnight more than seven consecutive days or more than ten days in a calendar month.

13. **DAMAGES:** Tenant shall maintain the Unit in a clean, safe and sanitary manner. Tenant is responsible for immediately reporting to Management any damage to or maintenance needs of the Unit. Tenant will not remove any of Management's or Owner's property, and Tenant will not perform any repairs, painting, wall papering, electrical changes or other alterations (other than for small nail

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holes in sheet rock for hanging pictures) of the Unit without Management's prior written consent.

Damage to the Unit, including, but not limited to, paint, plaster, drywall, cabinets, carpets, floors or any other part of the Unit or property, caused by leaving the windows and/or doors open to inclement weather will be the responsibility of Tenant. Unit or Bedroom entrance doors, ceilings, windows, drapery rods and trim are to remain free of nails.

Payment to repair or replace appliances, plumbing, fixtures or any other part of the Unit damaged by abuse or improper use by Tenant or Tenant's Guests shall be the responsibility of Tenant. Some, but not all, potential problems include:

- do not use the Unit's washer or dryer for bed comforters or otherwise overload either machine;
- use detergent specifically for washing machines;
- use detergent specifically for dishwashers; do not overload the dishwasher
- do not flush paper towels, feminine hygiene products or any products other than toilet paper;
- do not place anything other than food products in the garbage disposal; do not place bones in the garbage disposal; do not overload the garbage disposal;
- do not use oven cleaner as the ovens are self-cleaning;
- do not move the refrigerator as it may cause the supply line for the ice-maker to break or crimp;
- do not use the countertops as a cutting board;
- do not use bleach, fingernail polish remover or any other product not specifically designed for cleaning carpets

14. **LIGHT BULBS:** The term "light bulbs" shall include "light tubes" and "florescent light bulbs". Tenant, at Tenant's expense, is responsible for replacement of all interior light bulbs and for bulbs for fixtures on the Deck servicing the Unit. Colored light bulbs are not allowed in any exterior light fixture, including on the Deck. Tenant may not remove any light bulbs or fixtures in the Common Areas of the Community. In the event Tenant needs assistance with replacing any light bulbs, Tenant may contact Management. Such assistance will be treated as a Service Call and Tenant shall be charged accordingly.

15. **THERMOSTAT DURING COLD WEATHER:** During winter months or at other times of the year experiencing cold weather, Tenant will maintain the thermostat for heating the Unit at no less than fifty (50) degrees Fahrenheit and Tenant shall take any other necessary and customary steps to prevent bursting of water pipes serving the Unit. Tenant shall be responsible for any and all damages caused by the failure to take such reasonable precautions, including damage to personal property of others, to the Unit or to the Community.

16. **ELECTRICAL, EXTENSION CORDS, SATELLITE DISHES:** Electrical power to the Unit is to remain on and in service for the Lease Term. In the event of a power outage/failure, Tenant shall check the circuit breaker for the Unit before reporting such failure to Management. Management is not responsible for power outages by causes outside of the Community. Multiple electric outlet plugs are not permitted. Surge protected power strips with circuit breakers are permitted. All extension cords must be of the grounded, three-prong type and be UL approved. Tenant will not erect any exterior wires, aerials, satellite dishes, etc., in the Bedroom or the Unit or anywhere in the Community.

17. **MAINTENANCE:** Management shall cause: the air filters to be changed in a manner deemed appropriate to Management to help insure proper maintenance of the heating and cooling units; the

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inspection of the fire sprinkler system and fire extinguishers annually; other such normal maintenance as Management deems necessary. Management shall be entitled to enter the Unit to perform such maintenance.

18. **SAFETY EQUIPMENT:** Fire warning devices and safety equipment are to be used only in case of emergency. The sounding of a fire alarm will be taken seriously and you must proceed according to the instructions posted in and about the Community. **The intentional sounding of an alarm, or tampering with any other safety equipment, outside of an emergency situation will be considered a criminal offense and the person or persons responsible will be treated accordingly.** This includes damage to or removal of "EXIT" signs and emergency lighting, removal of batteries or otherwise disabling smoke detectors/alarms.

19. **ALCOHOLIC BEVERAGES:** Possession and consumption of alcoholic beverages must be in full compliance with local, state and federal laws and regulations and in accordance with these Rules. Open containers of alcohol are not permitted in the breezeways or other public areas of the Community. Common source alcoholic containers in excess of three (3) gallons are prohibited and the sale of alcohol is prohibited. Management reserves the right to confiscate any alcohol that is present in the Community in a manner that violates these Rules and/or local and federal laws.

20. **QUIET ENJOYMENT:** Due to the multi-tenant and residential nature of the Community, conduct which infringes upon the rights of others to a quiet, orderly living environment is not acceptable under any circumstances and is expressly prohibited. Tenant and Tenant's Guests should, at all times, maintain order in the Unit and in all areas of the Community. Loud, offensive or boisterous activities or odors or other conduct that unreasonably disturbs the comfort, sleep or enjoyment of other residents and their guests in the Community (including unreasonable uses of televisions, radios, guitars, pianos, keyboards, stereo systems and computers) are not permitted in the Community. Band instruments of any kind may not be played in the Community without Management's prior written consent.

21. **POOLS AND OTHER RECREATIONAL FACILITIES:** Use of the pools shall be governed by these Rules and as well as any rules posted in the pool areas and use of the pools shall be at the risk of Tenant and Tenant's guests. The Community does not provide lifeguards. No guest shall be permitted at the pool, clubhouse or any Community recreation facilities except in the accompaniment of Tenant. Glass containers are not allowed in or around the pool areas. Animals are not permitted in the pool areas.

22. **SOLICITATION:** Solicitation and/or canvassing of any kind, without prior written consent from Management are not permitted in the Community.

23. **NON-COMPLIANCE / VIOLATIONS:** Management shall determine, in its sole discretion, on a case-by-case basis, the degree of severity of any violation with the Lease or the Rules. As an example only:

a) Minor infractions may include, but are not limited to, such things as nuisance noise, not cleaning up pet feces in the Community, trash not properly disposed of, items stored on the Deck, etc.

b) Intermediate infractions may include, but are not limited to, such things as housing an unauthorized pet.

c) Severe infractions may include, but are not limited to, such things as glass containers at the pool, parking in other than a designated parking space, having a grill, etc.

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Management may, at its discretion increase the degree of severity of an infraction for repetition of the same or similar offense.

24. **MONETARY FINES:** Tenant is renting in a Unit that is part of a condominium community. In order to ensure that all persons residing at Woodlands of Knoxville can experience the quiet enjoyment of the community, it is expected that Tenant will follow all Rules and Regulations. In addition to the remedies set forth in the Lease, Management may impose monetary fines ("Fines") for Tenant's default. Such Fines may vary according to the degree of severity of the infraction, the Tenant's prior history of defaults, and may continue until the violation is cured. All Fines are due and payable within fourteen (14) days of date of the Fine notice. At Management's discretion, fines may be imposed on each occupant of the Unit. Fines may be imposed as follows, at Management's discretion:

- a) \$25.00 - \$50.00 for first infraction
- b) \$50.00 - \$100.00 for second infraction
- c) \$200.00 - \$500.00 for third and subsequent infraction

25. **ADDITIONAL SANCTIONS:** Management may, at its discretion, impose additional sanctions for violations of the Rules including, but not limited to, not allowing Tenant or Tenant's Guests the use of the pool, tanning bed, exercise facilities, clubhouse and/or shuttle. Management may also, in accordance with the terms of the Lease, terminate Tenant's Lease.

26. **TENNESSEE CODE:** These procedures are in addition to any remedies afforded Management in accordance with the Tennessee Uniform Residential Management and Tenant Act found at Tenn. Code Ann. § 66-28-101, *et. seq.*

I, THE UNDERSIGNED TENANT, HEREBY CERTIFY THAT I HAVE READ OR HAD READ TO ME AND HAVE BEEN FURNISHED WITH A COPY OF THIS ADDENDUM AND UNDERSTAND THAT ANY VIOLATION OF THIS ADDENDUM WILL CONSTITUTE A BREACH OF MY LEASE. ANY PARTS I DID NOT UNDERSTAND HAVE BEEN EXPLAINED TO ME AND I UNDERSTAND AND ACCEPT ALL THE TERMS OF THIS ADDENDUM.

TENANT:

MANAGEMENT:

Signature

Woodlands Management, LLC

By: _____
Authorized Representative

Date: _____

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