

LYDA ENTERPRISES
RENTAL PROPERTY REGULATIONS

1. **Water:** Resident shall be responsible for the water utility. Each living unit has its own meter.
2. **Pest Control:** Monthly pest control is included in rent, and scheduled for the last Monday of each month in the morning hours.
2. **Signs:** Resident shall not display any signs, exterior lights or markings on duplex. No awnings or other projections shall be attached to the outside of the building of which duplex is a part.
3. **Locks:** Resident is prohibited from adding locks to, changing or in any way altering locks installed on the doors of duplex without prior written permission of management.
4. **Antennas:** Radio/television aerials shall not be placed/erected on roof or exterior of buildings without permission.
5. **Drapes, blinds and shades:** All duplex windows are supplied with window blinds.
6. **Water Beds:** Resident shall not have or keep any waterbeds in the duplex without prior written permission of management.
7. **Parking:** Resident agrees to abide by all parking regulations established by management. Due to limited parking, no large recreational vehicles, boats, trailers or mobile homes, buses, or mechanized equipment is allowed on property. Non-operable, abandoned or unauthorized vehicles are not permitted on premises. Any such non-operable, abandoned or unauthorized vehicle may be removed by management at the expense of the resident or other person owning same, for storage or public or private sale at management's option, and the resident or person owning same shall have no right of recourse against management therefore the definition of non-operable, abandoned or unauthorized vehicles shall be liberally construed in favor of management. In addition, but not limited to their generally accepted definitions, "unauthorized" and "non-operable" shall also mean vehicles which:
 - a. Are noxious, offensive, unsightly, unpleasant, or unkept such as could reasonably affect the appearance of rental marketability of the property or such as could reasonable cause embarrassment, discomfort, annoyance, or nuisance to management owners or other residents.
 - b. Are causing damage to the duplex community or the parking lot, including but not limited to oil or gas leaks, seepage or spills and motorcycle kickstands, which sink into the pavement.
 - c. Are not registered with management as required.
 - d. Are not properly parked properly or infringe on adjoining duplex parking space.
 - e. Are blocking access to adjoining duplex parking, fire hydrants, ingress/egress travel lanes, entrances/exits.
 - f. Are left on blocks or jack stands.
 - g. Appear to be in a state of disrepair.
 - h. Appear to be incapable of self-propelled movement.
 - i. Do not have a proper license tag, current license decal, validation sticker, current state emissions inspection sticker, or minimum applicable motor vehicle insurance.Unauthorized, non-operable or abandoned vehicles shall not be kept, placed, stored, parked, maintained or operated in any areas of the duplex community. The term "vehicle" includes, but is not limited to both motorized and non-motorized vehicles such as automobiles, trucks, vans motorcycles, boats, trailers, campers, mobile homes, motor homes, commercial trucks, buses and heavy motorized or mechanized equipment or vehicles. Further rules and regulations may be specified in a parking rules and regulations addendum. Said addendum is incorporated by reference herein and shall be effective regardless of whether it has been separately signed by parties hereto. An "abandoned motor vehicle" shall include but is not limited to any vehicle, motor vehicle or trailer which has been left unattended on the duplex community property for a period of not less than thirty days without anyone having made a claim thereto.
8. **Storage:** No goods or materials of any kind or description which are combustible or would increase fire risk shall be taken or placed in storage areas. Storage in such areas shall be at resident's risk and management shall not be responsible for any loss or damage.
9. **Balcony or patio:** Balcony or patio shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balcony or patio. Cooking grills should be a safe distance from the duplex (at least 10 feet away from building).
10. **Outdoor furniture and other outdoor items:** Resident agrees to place only the normal, acceptable outdoor equipment or furniture on property. These acceptable items may be described as bicycles, scooters, children's outdoor play items,

cooking grills, patio furniture, etc. Items not acceptable are washers, dryers and other appliances, debris and other litter not sufficiently contained in an appropriate container with lid. Any unsightly debris may be removed by Management at Resident's expense if such items are deemed an eyesore.

11. **Lawn care: Lawn and landscape are maintained by management.** Resident agrees to keep all areas of lawn and landscape free from debris, patio furniture, cooking grills, bicycles, toys, etc., so to allow management to maintain lawn as needed, including watering of grass in times of low rainfall.

12. **Pets – There is a leash law in the city of Hamilton.** The homeowner's association has asked the city to strictly enforce this law in this neighborhood. Lyda Enterprises allows no more than two pets of 30 lbs. or less each. There is a \$200 non-refundable pet fee for each pet.

13. **Garbage pickup.** Garbage is picked up at the curb every Wednesday morning, with the exception of a holiday. All garbage should be contained in an appropriate container with lid and not set out any earlier than the night before.

14. **Cleanliness:** Resident agrees to perform regular vacuuming and cleaning of carpet, floors and appliances. **Carpet:** Normal wear of carpet is expected; however, **resident agrees to steam clean carpet upon vacating property.** If steam cleaning is not performed by departing tenant, Lyda Enterprises may deduct up to \$150 from the security deposit. **Appliances:** Appliances such as refrigerator, range, microwave and dishwasher should be cleaned prior to vacating property. Deductions from security deposit for appliances not cleaned could range from \$25 to \$150.

15. **Resident should be mindful of his neighbor** and maintain reasonable levels of noise and should keep all personal outdoor items on property designated for their own unit.

16. **Resident Liable for Actions of His Family, Occupants, Guests or Invitees:** Resident shall be responsible and liable for the conduct of his family occupants, guests or invitees. Acts or failure to act of resident's family, occupants or invitees in violation of this duplex, any addenda or management's regulations may be deemed by management to be a breach by resident. Resident acknowledges and agrees to communicate and explain all addenda, rules and regulations and the terms of this lease to his family, occupants, guests and invitees.

17. **Conduct:** Resident acknowledges that all notices required to be given shall be given in writing. Resident agrees to handle his communications and conduct with management, including, but not limited to, leasing agents, on-site staff, maintenance personnel, or independent contractors and vendors hired by management, and with all other residents, occupants, guests or invitees in a lawful, courteous and reasonable manner. Resident shall not engage in any abusive behavior, either verbal or physical, or any form of intimidation or aggression, directed at management, its agents, its employees or vendors or directed at any other resident, occupants, guests, invitees, or any other person on the property. If requested by management, resident agrees to promptly conduct all further business in writing. Any acts of abusive behavior whether verbal or physical by resident or resident's family, guests or invitees shall be grounds for termination of this lease. Resident agrees not to damage his duplex or any other portion of the duplex community, including, but not limited to the physical facilities, buildings, trees or landscape. Resident shall be liable for all acts or failure to act of his family, occupants, guests or invitees which result in damages to the duplex or the duplex community property. **Resident shall remain liable to management for any damages which exceed normal wear and tear and agrees to pay management promptly upon notice of such damages, notwithstanding whether the repairs have actually been made.** Further resident's acts or failure to act which results in damages to the duplex or duplex community property shall constitute a ground for termination of this lease. Any amounts due from resident because of damage exceeding normal wear and tear shall constitute additional rent, which is due upon invoicing.

In WITNESS WHEREOF, the parties hereto have caused these presents to be signed in person or by a person duly authorized the day and year as written. Please sign as your understanding of the above regulations should your application be accepted.

Management

Date

Applicant

Date

Applicant

Date

Mail this signed form to:

**Peggy Lyda
P. O. Box 382
Hamilton, GA 31811**

FAX: 706-628-0128