

**BLUEBERRY HILL APARTMENTS
AMENDMENT TO BLUEBERRY HILL APARTMENTS LEASE**



SORTING AND SEPARATION OF REFUSE AND TRASH:

A. Residents' duties. Resident agrees, at his sole cost and expense, to comply with all present and future laws, orders, and regulations of all state, federal, municipal, and local governments, departments, commissions, and boards regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash. Residents shall sort and separate such items into categories as provided by law, and in accordance with the rules and regulations adopted by owner for the sorting and separating of such designated recyclable materials.

B. Owner's right if resident fails to comply. Owner reserves the right where permitted by law, to refuse to collect or accept from Resident any waste products, garbage, refuse, or trash which is not separated and sorted as required by law, and to require Resident to arrange such collection, at Resident's sole cost and expense, using a contractor satisfactory to owner.

C. Fines and penalties; indemnification of owner. Resident shall pay at costs, expenses, fines, penalties, or damages imposed on Owner or Resident by reason of Resident's failure to comply with Paragraph A and B above, and shall indemnify, defend, and hold Owner harmless from and against any actions, claims, and suits arising from such noncompliance, using counsel reasonably satisfactory to Owner, if owner so selects. Residents' noncompliance with paragraph A, B, or C shall constitute a violation of substantial obligation of the tenancy and Owner's rules and regulations. Resident shall be liable to Owner for any costs or expenses, including attorney's fees, Resident's breach of Paragraph A, B, or C.

Resident

Date

Resident

Date

Witness

Date